

EMPLOYMENT CONTRACT DIRECTOR OF TEACHING AND LEARNING

The School Board of Independent School District No.318, Grand Rapids, Minnesota ("School District") enters into this agreement with Ryan DeBay ("Director of Teaching and Learning"), a licensed educator, who agrees to perform the duties of the Director of Teaching and Learning for the District.

The District and the Director of Teaching and Learning agree as follows:

I. Applicable Statute:

This agreement is entered into between the District and the Director of Teaching and Learning in conformance with Minn. Stat. § 122A.40.

II. Licensure:

The Director of Teaching and Learning shall furnish a valid license to act as the Director of Teaching and Learning in the State of Minnesota.

III. Duration and Termination

1. Duration.

This contract is subject to the provisions of Section 122A.40 of Minnesota Statutes, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, and discharge for cause of continuing contract teachers. This contract shall remain in full force and effect unless it is terminated as provided by law pursuant to Section 122A.40 of Minnesota Statutes, or unless it is terminated or modified in writing by mutual consent of the District and the Director of Teaching and Learning.

2. Termination.

The District may terminate the Director of Teaching and Learning's employment only pursuant to and consistent with Section 122A.40 of Minnesota Statutes.

3. Mutual Consent: This contract may be terminated at any time by written mutual consent of the parties.

IV. Duty Year and Leaves:

1. Basic Work Year.

The Director of Teaching and Learning's duty year shall be for the entire 12-month contract year as provided herein. The Director of Teaching and Learning shall perform services on all days Monday through Friday except approved legal or District holidays. The Director of Teaching and Learning

shall be on duty during any emergency unless otherwise excused in accordance with applicable District policy. Calculation of the daily rate of pay will be annual salary divided by the number of Monday-Friday days in the fiscal year.

2. Vacation.

The Director of Teaching and Learning shall accrue 25 days of paid vacation each year, credited in full on July 1st of each year. Vacation days will be prorated for partial years. The Director of Teaching and Learning may carry-over accrued, unused vacation leave into a subsequent fiscal year on July 1, up to a maximum total accrual of 40 days. All other unused vacation leave shall be forfeited at the end of a fiscal year (June 30). Upon termination of employment, the Director of Teaching and Learning shall be entitled to payment for accrued, unused vacation leave, unless the Director of Teaching and Learning has been proposed for termination under Minnesota Statutes §122A.40. The daily rate of pay in effect on the Director's last day of employment shall be used in calculating the amount of payment due to the Director of Teaching and Learning.

3. Holidays.

The Director of Teaching and Learning shall be entitled to 13 paid holidays each year as indicated below:

New Year's Day

Martin Luther King Jr. Day (when school is not in session)

President's Holiday (when school is not in session)

Good Friday

Easter Monday (when school is not in session)

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

The day after Thanksgiving (when school is not in session)

Christmas Eve Day

Christmas Day

Floating holiday between Christmas Day and New Year's Day

Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday, as determined by the School District.

4. Sick Leave.

The Director of Teaching and Learning shall accrue paid sick leave at the rate of one day per month, 12 days each full year, credited in full as of July 1st of each year. Sick leave shall accumulate without limitation. Upon

termination of employment, the Director of Teaching and Learning shall not be entitled to payment for accrued, unused sick leave.

5. Emergency Leave.

The Director of Teaching and Learning may be granted short-term paid emergency leave at the discretion of the Superintendent.

6. Bereavement Leave.

The Director of Teaching and Learning shall be granted bereavement leave for a death within the Director of Teaching and Learning's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the Superintendent. Days utilized will not be deducted from sick leave.

V. Insurance:

1. Health, and Hospitalization Insurance.

The School District shall offer the Director of Teaching and Learning single or family health/hospitalization insurance, as provided under the School District's group plans. If the Director of Teaching and Learning is enrolled in a School District group health/hospitalization plan, the School District shall pay 100% of the cost of the premium for single coverage. The School District will pay 90% of the cost of the premium for family coverage. To the extent the cost of insurance premiums exceeds the School District's contribution, the Director of Teaching and Learning shall be responsible to pay the cost of the monthly premiums through payroll deduction.

2. Retiree Insurance for the Director of Teaching and Learning if hired as a Principal after 10/1/05.

The Director of Teaching and Learning is eligible to participate in a health and hospital insurance plan designed to supplement Medicare benefits. He must have been hired as a principal after 10/1/05 and served in the district for 15 years prior to retirement. The retiree must be a member of the health and hospitalization insurance plan immediately preceding retirement. Retirees who qualify for this program are eligible for the following benefits:

A. If retiring prior to reaching age 62, the District will contribute 100% of the premium cost for single coverage and 90% of the premium cost of family coverage until age 62 at which time 100% of the premium cost will be paid until age 65 at which time no contribution will be made by the District.

B. If retiring after reaching age 62, 100% of the premium of the health

and hospitalization plan will be paid by the district until age 65 at which time no contribution will be made by the District.

C. After the death of an active or retired member, the surviving spouse and dependents, if any, will be allowed to remain in the group until he/she dies. The surviving spouse and dependents, if any, must have been a member of the group medical insurance at the time of the member's death.

D. Continuous membership requirement: Retirees must maintain continuous membership in the Health and Hospitalization Insurance Plan to receive a contribution by the District. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

E. Retiree Defined: For purposes of this section "Retiree" shall mean a Director of Teaching and Learning who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with TRA, qualifies to receive an annuity from TRA, and who has either opted to receive the annuity or has deferred the annuity until a later date.

3. Life Insurance.

The District shall provide a group term life insurance plan providing \$150,000 of coverage for the Director of Teaching and Learning, payable to the Director of Teaching and Learning's named beneficiary. The premiums for such insurance shall be paid by the School District.

4. Long Term Disability Insurance

The District shall provide, at the District's expense, long term disability coverage for the Director of Teaching and Learning in the District's group plan.

5. Liability Insurance.

The District shall provide, at District expense, liability insurance covering the Director of Teaching and Learning, along with the District, in an amount not less than that which is required by law for the District.

6. Insurance Policies Govern.

The eligibility of the Director of Teaching and Learning, or the Director of Teaching and Learning's dependents or beneficiary, for insurance benefits

shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

1. Retirement Plans.

The Director of Teaching and Learning will be eligible to participate in all retirement plans permitted by law, including but not limited to a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and District policy and as otherwise provided by Law.

The School District will make contributions to the Director of Teaching and Learning's 403(b) or 457 plan in the form of a dollar-for-dollar match to the Director of Teaching and Learning's elective deferrals, up to a maximum of \$2,000 in each Contract year (July 1 through June 30). The District contribution will be prorated for partial years.

2. Health Care Savings Plan

The School District will contribute \$1,000 each Contract year during which the Director of Teaching and Learning is actively employed with the School District (prorated for partial years) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the Director of Teaching and Learning.

3. Conferences and Meetings.

The District shall pay all legally valid expenses and fees for the Director of Teaching and Learning's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Director of Teaching and Learning shall periodically report to the School Board relative to all meetings and conferences attended. The Director of Teaching and Learning shall file itemized expense statements to be processed and approved as provided by law.

4. Dues

The Director of Teaching and Learning is encouraged to belong to appropriate professional educational and civic organizations where such

membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as are required, directed, or permitted, by the School Board. The Director of Teaching and Learning shall present appropriate statements for approval as provided by law.

VII. Salary:

The Director of Teaching and Learning shall be paid an annual salary of \$129,205, for the 2022-2023 school year (July 1 through June 30). The annual salary will be prorated for partial years using the calculation method listed in Section IV (basic work year). Annual salary shall be paid in 24 equal installments during the year.

VIII. Career Increments

Career Increments shall be added to the Director of Teaching and Learning's salary for time served in the district as the Director of Teaching and Learning or other position requiring an administrative license, for at least the number of years designated according to the following schedule:

7 years:	\$7,000
10 years:	\$7,500
13 years:	\$8,000
16 years:	\$8,500

IX. Indemnification and Provision of Counsel.


In the event that an action is brought or a claim is made against the Director of Teaching and Learning arising out of or in connection with the Director of Teaching and Learning's employment, and the Director of Teaching and Learning is acting within the scope of employment or official duties, the District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

X. Severability.

If any provision of this contract is held to be invalid by operation of law, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.


This contract shall be effective only upon signatures of the Director of Teaching and Learning and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.


IN WITNESS WHEREOF, I HAVE
SUBSCRIBED MY SIGNATURE
THIS 6 DAY OF June, 20 .



Ryan DeBay
Director of Teaching and Learning

IN WITNESS WHEREOF, I HAVE
SUBSCRIBED MY SIGNATURE
THIS 16 DAY OF May, 2022



Chair


Clerk