

HUMAN RESOURCE DIRECTOR CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the School District, and **Kasie VanQuekelberg**, hereinafter referred to as the Human Resource Director, who agrees to perform the duties of the Human Resource Director of the School District.

ARTICLE II DURATION, SUBSEQUENT CONTRACT, EXPIRATION, TERMINATION DURING THE TERM, AND MUTUAL CONSENT

Section 1. Duration: This Contract is for a term of two (2) years commencing on July 1, 2021, and ending on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Human Resource Director or unless terminated as provided in this Contract.

Section 2. Subsequent Contract:

Subd. 1. Notice by Human Resource Director: The Human Resource Director shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than one hundred twenty (120) calendar days prior to the expiration date of this Contract.

Subd. 2. Notice by Superintendent: Upon receipt of the notice addressed in Subd. 1., the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this Contract, shall notify the Human Resource Director as to the School Board's intent to enter into a new Contract.

Subd. 3. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Human Resource Director shall cease, unless a subsequent Contract is entered into by the parties. In the event the parties fail to follow the time lines as provided in this Contract, the Human Resource Director's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Human Resource Director or until the School Board provides sixty (60) calendar days of written notice of the termination of the Human Resource Director's employment.

Section 3. Termination During the Term: The Human Resource Director's employment may be terminated during the term of this Contract for just cause. The School District shall provide the Human Resource Director written notice of termination, including the reasons for and effective date of the termination. The Human Resource Director's employment, pay and benefits shall cease on the effective date of the termination, regardless whether the Human Resource Director requests a hearing, as described in this Section.

The Human Resource Director may request a hearing regarding the termination of her employment. Such request must be in writing and received by the Superintendent or her/his designee within 10 calendar days of the Human Resource Director's receipt of the notice of termination. If a request for hearing is not received within the 10-day period, the Human Resource Director will be deemed to have waived her right to a hearing and acquiesced to the termination of her employment. If the Human Resource Director properly requests a hearing, the School District shall appoint a hearing officer who shall preside over the hearing. The School District will notify the Human Resource Director of the name

of the hearing officer and the date, time and location of the hearing. The Human Resource Director and the School District may be represented by legal counsel at the hearing and shall have an opportunity to present relevant evidence. The just cause standard shall be applied to the termination; and within 30 calendar days of the close of the hearing, the hearing officer shall submit Findings of Fact, Conclusions and Recommendations to the School Board. The School Board, or a designated committee of the Board, shall consider the hearing officer's submission and the School Board will make a final, binding decision regarding the termination of the Human Resource Director's employment. The School District will provide the Human Resource Director written notice of the School Board's decision.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Human Resource Director.

Section 5. Strikes or work stoppages: In the event of a strike or work stoppage by other groups of District employees, Human Resource Director will consider themselves on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property and to continue in the regular daily operations as much as possible.

In no event will the compensation for employees covered by this agreement be halted or suspended due to a strike or work stoppage of other District employees.

ARTICLE III DUTIES

The Human Resource Director shall serve under the direction of the Superintendent. The Human Resource Director shall perform all duties incident to the position of Human Resource Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Human Resource Director shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The Human Resource Director shall attend School Board and other meetings as directed by the Superintendent and shall provide recommendations to the Superintendent regarding the human resource affairs of the School District.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Human Resource Director's duty year shall be for the entire twelve (12)-month Contract year, and the Human Resource Director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Human Resource Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Human Resource Director shall earn 25 working days of annual paid vacation each Contract year. Unused vacation must be taken within twelve (12) months after the end of the Contract year in which it is earned. The Human Resource Director may submit the difference between days used and 25 for pay at a per diem rate not to exceed 5 days or apply any or all unused days toward their total accumulated unused vacation not to exceed the limit. The 5 day maximum payment or accumulation limits may be exceeded with the written approval of the Superintendent for unusual or emergency circumstances.

Upon voluntary termination of employment, the Human Resource Director shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Human Resource Director is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Human Resource Director shall be entitled to 13 paid holidays as designated by the School Board each Contract year.

- A. Labor Day
- B. Thanksgiving Day
- C. Christmas Eve Day
- D. Christmas Day
- E. New Year's Day
- F. Martin Luther King Jr. Day when school is not in session.
- G. Good Friday
- H. Fourth of July
- I. Memorial Day
- J. President's Holiday when school is not in session.
- K. The day after Thanksgiving when school is not in session.
- L. Easter Monday when school is not in session.
- M. One day will be allowed from Christmas Eve day through New Year's Eve day as a floating holiday (individual employee's option).

Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday as specified by Minnesota State Law, Statute 645.44.

Section 4. Sick Leave: The Human Resource Director shall earn paid sick leave at the rate of 1 day each working month. Sick leave may be used for the illness/injury of the Human Resource Director or for the Human Resource Director to provide primary care for immediate family, defined as spouse, child, parent, spouses parent, grandchild, and sibling when they are ill/injured.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Human Resource Director injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Human Resource Director shall be granted bereavement leave for a death within the Human Resource Director's immediate family. The time utilized shall be in an amount to be determined after conferring with the Superintendent. Days utilized will not be deducted from the Human Resource Director's sick leave. "Immediate family" is defined as the Human Resource Director's spouse, child, spouse's child, brother, sister, mother, father, grandfather, grandmother, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Section 7. Emergency Leave: The Human Resource Director may be granted a maximum of one day paid emergency leave at the discretion of the Superintendent.

Section 8. Court Duty Leave:

Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal leave (if available) or an approved absence without pay.

Court Duty in relation to litigation between employee and the District: If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: A Human Resource Director on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Human Resource Director shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Human Resource Director is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5 above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Human Resource Director must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Human Resource Director and Human Resource Director's dependents with health and hospitalization insurance coverage, under the School District's group health and hospitalization plan. The District will contribute 100% of the cost of the premium for a single coverage plan. The District will contribute 90% of the cost of the premium for a family coverage plan and the Human Resource Director will pay the remaining 10% through payroll deduction.

Subd. 1. Retired Employees (hired in ISD 318 after 11/1/05): Retired employees are eligible to participate in the school district's health and hospital insurance plan. Retirees who qualify for this program are eligible for the following benefits:

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

The School District shall provide retired employee who meets the qualifications listed in parts 1, 2, and 3 below, with single coverage at no expense to the retiree and with family coverage health and hospitalization insurance, under the School District's group plan. The cost of family coverage will be split by the School District and the employee with the School District paying 90% and the retiree 10%. In the event that the School District's 90% exceeds 100% of the previous year's premium, the School District will be responsible only for an amount equal to 100% of the previous year's premium with the retiree responsible for the remainder. Contributions by the District will continue until the retiree reaches age 65, at which time the retiree will be responsible for paying the entire premium.

1. The employee must have served the district for a total of 10 years with an FTE of at least eight-tenths. Service to be included must be within a District contract or unit that receives district contribution toward retiree medical insurance.
2. The retiree must be a member of the health and hospitalization plan immediately preceding retirement. 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.
3. If the retiree is under age 55 upon retirement, the entire cost of the premium is the responsibility of the retiree until the retiree reaches age 55 at which time the contribution by the District will begin according to the amounts listed. If the retirement is due to medical reasons and the employee is under age 55 the district contribution will begin immediately according to the amounts listed.

Subd. 2. Surviving Spouse: After the death of an active or retired member, the surviving spouse and dependents, if any, will be allowed to remain in the group health plan until he/she dies. There will be no contribution made by the district for the surviving spouse and dependents. 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.

Section 2. Health Care Savings Plan The Human Resource Director will receive District contributions to a Health Care Savings Plan in the following manner:

The district will contribute \$1,000 annually (pro-rated based on 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the Director. This contribution will continue annually for the duration of active employment as an administrator in ISD #318.

Section 3. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Human Resource Director under the School District's group term life insurance plan in the amount of \$150,000 payable to the Human Resource Director's named beneficiary(ies). Additional insurance may be purchased by the employee.

Section 4. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Human Resource Director under the School District's group long-term disability insurance plan.

Section 5. Eligibility: The eligibility of the Human Resource Director and the Human Resource Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 6. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VI OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Human Resource Director is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or Section 457 of the Internal Revenue Code of 1986, School District policy, and as otherwise provided by law.

Section 2. Deferred Compensation Matching Program:

1. The district will provide \$2,000/year matching contribution.
2. Minimum contribution of \$2,000/year from the Human Resource Director is required to receive the Maximum match.
3. The Human Resource Director must use the deferred compensation election during the eligible period or lose it.
4. The plan is subject to the rules of the State of Minnesota Deferred Compensation Plan, as entitled under State Statute 352.965 or 123B.02, Subd. 15.

Section 3. Vehicle: The School District shall compensate the Human Resource Director for business use of his/her private vehicle at the mileage reimbursement rate as set by School Board Policy.

Section 4. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Human Resource Director's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The

Human Resource Director shall periodically report to the Superintendent relative to all meetings and conferences attended. The Human Resource Director shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

ARTICLE VII SALARY

The Human Resource Director shall be paid an annual salary of \$101,853 for the 2021-2022 contract year and \$107,441 during the 2022-2023 contract year. The annual salary may be modified, but shall not be reduced, during the term of this Contract. The salary shall be paid in 24 equal installments during the Contract year.

Career Increment: The full career increment amount listed will be paid in the fiscal year in which the employee reaches the listed years of service in ISD 318.

2021-2023

3 years:	\$4,000
5 years:	\$5,500
7 years:	\$7,000
9 years:	\$8,500
11 years:	\$10,000

Education Increment: An education increment of \$1,500 will be paid to a Human Resource Director who holds a Baccalaureate Degree, and an additional \$1,000 will be paid to a Human Resource Director with a Master's Degree. Payments for the listed degrees will be paid in the fiscal year following the year in which the employee receives the degree.

ARTICLE VIII OTHER PROVISIONS

Section 1. Outside Activities: While the Human Resource Director shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the Human Resource Director's ability to perform the duties of the Human Resource Director's position. However, the Human Resource Director may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Human Resource Director arising out of or in connection with his/her employment and the Human Resource Director is acting within the scope of employment or official duties, the School District shall defend and indemnify the Human Resource Director 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 School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Human Resource Director is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Human Resource Director shall present appropriate statements for approval as provided by law.

Section 4. Computer Hardware and Software: The District shall provide appropriate computer hardware and software to the Human Resource Director for home use to enhance his/her efficiency and production. In the event of his/her termination of employment, the equipment and software will be returned to the District in working order.

ARTICLE IX
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this 11th day of March, 2022.

Kasie VanQuekelberg
Human Resource Director
Kasie VanQuekelberg

IN WITNESS WHEREOF, we have subscribed
our signatures this 7th day of March, 2022.

Melissa Ed
School Board Chair
[Signature]
School Board Clerk