

# BUSINESS MANAGER 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 Kara Lundin, hereinafter referred to as the Business Manager, who agrees to perform the duties of the Business Manager of the School District.

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

Section 1. Duration: This Contract is for the period beginning April 6, 2020, and ending on June 30, 2021. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Business Manager or unless terminated as provided in this Contract.

Section 2. Subsequent Contract:

Subd. 1. Notice by Business Manager: The Business Manager 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 Business Manager 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 Business Manager 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 Business Manager's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Business Manager or until the School Board provides sixty (60) calendar days of written notice of the termination of the Business Manager's employment.

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

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

Section 5. Strikes or work stoppages: In the event of a strike or work stoppage by other groups of District employees, Business Manager 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 Business Manager shall serve as the Chief Business and Financial Officer of the School District and shall serve under the direction of the Superintendent. The Business Manager shall perform all duties incident to the position of Business Manager and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Business Manager 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 Business Manager shall attend School Board and other meetings as directed by the Superintendent and shall provide recommendations to the Superintendent regarding the financial and business affairs of the School District.

### ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Business Manager's duty year shall be for the entire twelve (12)-month Contract year, and the Business Manager shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Business Manager shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. Calculation of the daily rate of pay will be annual salary divided by the number of Monday-Friday days in the fiscal year.

Section 2. Vacation: The Business Manager shall earn 25 working days of annual paid vacation each Contract year. Vacation time will be pro-rated for partial years. Unused vacation must be taken within twelve (12) months after the end of the Contract year in which it is earned.

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

Section 3. Holidays: The Business Manager 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 Business Manager 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 Business Manager or for the Business Manager to provide primary care for immediate family, defined as spouse, child, parent, spouses parent and sibling when they are ill/injured.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Business Manager 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 Business Manager shall be granted bereavement leave for a death within the Business Manager'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 Business Manager's sick leave. "Immediate family" is defined as the Business Manager'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 Business Manager 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 Business Manager on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Business Manager 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 Business Manager 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 Business Manager must pay the entire premium for any insurance retained.

## ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Business Manager and Business Manager'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 Business Manager will pay the remaining 10% through payroll deduction.

Subd. 1. 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 Business Manager will receive District contributions to a Health Care Savings Plan in the following manner:

The district will contribute \$1,000 annually (pro-rated for partial years) 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 Business Manager under the School District's group term life insurance plan in the amount of \$150,000 payable to the Business Manager'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 Business Manager under the School District's group long-term disability insurance plan.

Section 5. Eligibility: The eligibility of the Business Manager and the Business Manager'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 Business Manager 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 (pro-rated for partial years).
2. Minimum contribution of \$2,000/year from the Business Manager is required to receive the Maximum match.
3. The Business Manager 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 Business Manager 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 Business Manager's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Business Manager shall periodically report to the Superintendent relative to all meetings and conferences attended. The Business Manager shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 5. Relocation Expenses: The School District shall reimburse the Business Manager for her relocation expenses up to a maximum amount of \$3,000 upon submission of appropriate documentation evidencing those expenses.

## ARTICLE VII SALARY

The Business Manager shall be paid an annual salary of \$118,000 for the 2019-2020 contract year and \$120,000 during the 2020-2021 contract year. For the partial year of 2019-2020, salary will be calculated using the daily rate of pay calculation from Article IV, Section 1. 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:** Career Increments will be added to the Business Manager's salary who has served in the District as Business Manager for at least the number of years designated according to the following schedule.

**2019-2021**

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

ARTICLE VIII  
OTHER PROVISIONS

Section 1. Outside Activities: While the Business Manager 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 Business Manager's ability to perform the duties of the Business Manager's position. However, the Business Manager 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 Business Manager arising out of or in connection with his/her employment and the Business Manager is acting within the scope of employment or official duties, the School District shall defend and indemnify the Business Manager 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 Business Manager 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 Business Manager 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 Business Manager 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.

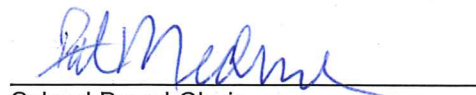

ARTICLE IX  
SEVERABILITY

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 16<sup>th</sup> day of March, 2020.

  
Business Manager  
Kara Lundin

IN WITNESS WHEREOF, we have subscribed  
our signatures this 16<sup>th</sup> day of March, 2020.

  
School Board Chair  
  
School Board Clerk