EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Gregory Krueger, herein referred to as ***"Employee",*** and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the ***"Employer".***

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. ***Employment.*** Employer hereby employs, engages and hires Employee as the Director of Technology, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. ***Duties.*** Employee agrees that they will at all times faithfully, industriously and to the best of their ability, experience and talents, perform all of the duties that may be required of and from their pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote their attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. ***Term of Agreement.*** This Agreement shall commence effective July 1, 2026 and continue until June 30, 2027. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the School District, as the Director of Technology shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. ***Termination.*** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement or any other cause set forth in the School District Civil Service Board Rule 17.2. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. ***Salary.*** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of $131,634. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. ***Expenses.*** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of their duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of their personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.
7. ***Cellular Phone Allowance:*** The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 monthly for personal use.
8. ***Vacation/Holiday.*** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.

9. ***Health*** & ***Hospitalization.*** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. ***Dental.*** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. ***Life Insurance.*** Group term life insurance in the amount of $50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of $50,000 and dependent life insurance will be made available at the Employee's cost.
12. ***Long Term Disability (LTD).*** The School District shall provide at the School District's expense, long-term disability (LTD) coverage for Employee in the School District's group plan.
13. ***Health Care Savings Plan (HCSP).*** A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
    a. ***Eligibility.*** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by PERA, and 2) eligible for PERA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
    b. ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
    c. ***Discount Calculation.*** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
    d. ***Participation in the District's Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. ***Sick Leave.*** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. ***Individual Retirement Plan.*** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. ***District*** & ***Federal Retirement Funds.*** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions authorized by the Employee in advance in writing and approved by the School Board shall be deducted from their salary.
17. ***Dues.*** Employee is encouraged to belong to appropriate professional, educational and civic organization where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of twelve hundred ($1200) per year. Employee shall present appropriate statements for approval as provided by law.
18. ***Tax-Sheltered Annuities.*** The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. The District's contribution shall be a dollar-for dollar match of the voluntary employee contribution, up to a maximum annual District contribution of $one thousand five hundred ($1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. Employee must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan.

19. ***Indemnification & Provision of Counsel.*** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.
20. ***Arbitration.*** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.
21. ***Complete Agreement.*** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this 20th of October 2026.

EMPLOYEE

_____
Gregory Krueger

INDEPENDENT SCHOOL DISTRICT NO. 709

_____
Chair of the Board

_____
Clerk of the Board