

Changes

INDEPENDENT SCHOOL DISTRICT #831
Forest Lake, Minnesota 55025-1396

FAMILY SUPPORT ADVOCATE
TERMS AND CONDITIONS OF EMPLOYMENT

July 1, 2011 through June 30, 2013

INTRODUCTION

This Policy has been adopted by the School Board of Independent School District #831 (herein referred to as the School Board or School District) covering the terms and conditions of employment for the Family Support Advocate (herein after referred to as Advocate) employed by the Forest Lake School District during the duration of the Policy.

DUTY YEAR

Duty Days: The School District shall establish the calendar and Advocate's duty days for each school year, and the Advocate shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school.

Duty Year: The Advocate's duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period unless otherwise stipulated in Appendix A.

HOLIDAYS

The Advocate will have the following ~~eleven (11)~~ twelve (12) paid holidays each year:

1. New Years Day
2. Day during the holiday season as scheduled by the Supervisor.
3. Good Friday
4. Memorial Day
5. July 4th
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving Day
9. Christmas Day
10. Day during holiday season as scheduled by the supervisor
11. Floating Holiday
12. Floating Holiday

Rescheduling: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Weekends: In the event that any of the above holidays fall on a weekend, another day in lieu thereof shall be granted as a paid holiday, as scheduled by the supervisor.

VACATION

Eligibility: The following vacation benefits shall apply to the Advocate who is regularly employed on a twelve (12) month basis. An Advocate who is permanently employed for less than 52 weeks per year shall be entitled to pro-rata vacation benefits. The Superintendent may authorize placement at a higher rate of accrual for new employees at the time of initial employment, not to exceed the rate of 25 days per year. Effective upon implementation of this 2011-13 Terms and Conditions document, the Superintendent shall have discretion to modify the vacation accrual placement of any employee previously covered under the terms of this document on a one-time basis, to continue thence into future years.

Vacation Accrual:

| | |
|-------------------------------------|--|
| After 1 year of service on July 1 | 13 days (accrued at \approx 1.08 days/month) |
| After 3 years of service on July 1 | 18 days (accrued at \approx 1.5 days/month) |
| After 6 years of service on July 1 | 21 days (accrued at \approx 1.75 days/month) |
| After 10 years of service on July 1 | 25 days (accrued at \approx 2.08 days/month) |

New Employees: A new employee, during his/her first year of service, shall accrue vacation benefits at the rate of thirteen twelfths of a day per month for each full month of service in the School District and may take such accrued vacation as of July 1 according to the scheduling rules. An employee with a commencement date of employment prior to January 1 shall count such partial year as a full year of service when calculating the next year's vacation benefits, and thereafter advance regularly on the schedule.

Scheduling Rules: Vacation days shall be requested in writing, subject to the approval of the supervisor.

Accrued vacation days shall normally be taken prior to June 30th of each year; however, a maximum of twenty (20) days of unused vacation may be carried over to the next contract year.

In the event of the death of the Advocate during the duty year, the Advocate's beneficiary shall receive payment for vacation earned for that year but not taken. If no beneficiary designation is in effect at the time of death, the payment shall be made to the estate of the deceased. The daily rate for said vacation days shall be the Advocate's annual salary divided by 260 days less holidays and accrued vacation days during the last year of employment.

Termination: An Advocate who resigns before completing twelve (12) months of service shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from his/her final check. An Advocate who has completed at least one (1) year of service shall be entitled to receive pro-rata pay for unused vacation time provided such employee provides the School District with at least four (4) weeks advance notice of his/her effective date of resignation.

MATCHING 403B PLAN

Eligibility: A full-time Family Support Advocate who is employed by the School District and is participating in the School District's 403B plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to provisions contained in this article and the School District 403B Plan documents. The School District will match the amount of the annual contribution as determined by the following schedule and in increments to be set by the plan documents:

| <u>Years of service in School District</u> | <u>Amount of matching annual contribution</u> |
|--|---|
| 2-4 | Up to \$500.00 |
| 5-9 | Up to \$1,000.00 |
| 10-14 | Up to \$1,500.00 |
| 15 and thereafter | \$2,000.00 |

Effective July 1, 2012, the school district will match the amount of the Coordinator's annual contribution up to the amounts as determined by the following schedule and in increments to be set by the plan documents:

| <u>Years of service in School District</u> | <u>Amount of matching annual contribution</u> |
|--|---|
| 2-4 | \$1,000.00 |
| 5-9 | \$1,500.00 |
| 10-14 | \$2,000.00 |
| 15 and thereafter | \$2,500.00 |

Years of Service: "Years of service" shall mean years of experience in the School District. Years of service shall be measured as of July 1, each year.

Limits Regarding the School District's Matching Contribution: The School District's total Advocate's lifetime matching contribution shall be limited to \$35,000 (thirty-five thousand dollars) for the participating Family Support Advocate.

BASIC COMPENSATION

Policy Year: The Advocate shall be compensated for the ~~2009-10 and 2010-11~~ **2011-12 and 2012-13** contract years pursuant to Appendix A attached hereto. The Advocate shall use direct deposit.

New Employees: New employees during the first year of their employment shall be compensated as agreed by the individual employee and the School District, dependent upon the employee's qualifications and evaluation by the School District.

Daily Compensation: Except as otherwise defined in this Policy, in the event it is necessary to calculate a daily compensation, such daily compensation rate shall be obtained by dividing the annual salary by 260 days.

Application: The salaries stipulated in Appendix A hereof are based on the assumption that the Advocate is employed for the full duty year and regular duty day or as stipulated in Appendix A and continues to occupy a position similar and comparable to the position occupied as of the date of execution of this Policy.

Pay for Performance: Pay for Performance is directed toward improvement of leadership skills or other goals approved by the Superintendent. The Pay for Performance process will be at the discretion of the Superintendent following consultation with the Family Support Advocate.

The Family Support Advocate shall be eligible ~~to receive up to \$2,700 for Pay for Performance for 2009-10 and up to \$3,200 for 2010-11 agreement years~~ to receive up to \$3,200 for Pay for Performance per fiscal year. Pay for Performance shall be allocated as follows:

- 50% of the Pay for Performance allocation will be based on the Superintendent's evaluation and payment authorization for two mutually agreed upon goals.
- 50% of the Pay for Performance allocation will be based on the Superintendent's evaluation of the Advocate's performance on his/her job description.

Compensation will be paid prior to the end of the agreement year, but will not be considered part of the individual's continuing contract salary.

For purposes of this section, the Family Support Advocate will receive two (2) performance conferences and one (1) written evaluation during the agreement year.

GROUP INSURANCE

Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Medical-Hospitalization Insurance: The School District shall pay the premium for single and dependent medical-hospitalization insurance for all permanently employed Advocates who qualify for and are enrolled in the plan.

Dental Insurance: The School District shall pay the premium for single and dependent dental insurance for the full-time Advocate employed by the School District who qualifies for and is enrolled in the plan.

Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will provide reimbursement for hospital-medical and dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan. The maximum contribution to the Plan by the employer on behalf of each eligible member shall not exceed \$480.00 for the contract year. Eligibility shall be governed by the Group Insurance eligibility rule below.

Income Protection Insurance: The School District shall deduct from the Advocate's paycheck the premium for the current long-term disability plan in effect in the school district for which the Advocate is qualified. This deduction shall be made in after-tax dollars. The Advocate shall participate in the district long-term disability policy coverage. The current plan shall equal 2/3's of the Advocate's regular salary.

From the date of disability, the School District will continue its contribution for medical hospitalization and dental insurance for a period not to exceed twelve (12) months if such coverage is not provided through a waiver of premiums. A disabled Advocate may continue as a member of the group at their own expense, subject to restrictions of the carrier.

Term Life Insurance: The School District will provide the permanently employed Advocate ~~with a \$150,000 (double indemnity and dismemberment) term life insurance policy, the premium to be paid in full by the School District.~~ Effective July 1, 2010, the School District will provide the permanently employed Advocate with a \$200,000 (double indemnity and dismemberment) term life insurance policy, the premium to be paid in full by the School District.

Eligible Employees: The permanently employed Advocate who is employed at least 40 weeks per year and six (6) hours per day shall be eligible for insurance benefits as outlined in this Policy.

Claims Against the School District: The parties agree that insurance benefits described in this Policy and the eligibility of any employee for such benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Policy. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Policy as long as the employee is employed by Independent School District No. 831. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day except as otherwise provided in this Policy.

Continued Coverage: Upon termination of employment it is the responsibility of the Advocate to make arrangements with the School District business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District for continued medical-hospitalization insurance coverage. The Advocate's right to continue participation in such group insurance, however, shall be in accordance with state law.

Survivor Benefits: In the event that the Advocate dies while in the employ of the School District, the deceased Advocate's dependent spouse and children shall be eligible for continued district paid group health insurance benefits pursuant to all State and Federal statutes and any accrued benefits in the Health Care Reimbursement Plan.

LEAVES OF ABSENCE

Sick Leave: The full-time Advocate shall earn sick leave at the rate of twenty (20) days for each year (approximately 1.67 days/month) of service in the employ of the School District.

Unused sick leave days may accumulate to a maximum credit of 100 days of sick leave for the full-time Advocate.

Sick leave pay shall be allowed by the School District whenever the Advocate's absence is due to illness which prevented his/her attendance at school and performance of duties on that day or days.

In the event of concern regarding abuse of sick leave, the School District may require that the Advocate furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

In the event that a medical certificate will be required the Advocate will be so advised at the time the illness is reported.

Absence on sick leave will be charged first to the annual allowance of the Advocate and thereafter to accumulated leave.

Sick leave pay shall be approved only upon submission of a signed sick leave pay request form available in the supervisor's office. If such form is not filed and time stamped in the supervisor's office within five (5) working days after returning to work, the employee shall forfeit any claim to sick leave pay for such days.

Sick leave, up to five (5) days per year, may also be used for serious illness involving the Advocate's spouse, child, or parent. The specific amount of leave allowed under this section shall be within the discretion of the supervisor, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Each employee will be notified on or before the end of the second pay period in September as to their accumulated number of sick leave days.

The Advocate may utilize available sick leave subject to the provisions of this Policy for periods of disability relating to pregnancy, miscarriage, abortion or child birth. The Advocate shall notify the supervisor in writing no later than the end of the sixth month of pregnancy indicating intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

At the time the Advocate becomes eligible to receive long-term disability compensation as provided in this Policy, the Advocate may continue to use accrued sick leave provided the combined benefit does not exceed 100% of salary.

Upon the request of an Advocate who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, incurred while in the employ of the School

District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the Advocate's regular rate of pay to the extent of the Advocate's accrued sick leave. Upon full utilization of accrued sick leave, the Advocate shall receive only the Workers' Compensation benefits.

The Advocate shall be permitted to utilize the annual accrual in advance of the accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick leave days are utilized prior to earning thereof, such days will be deducted from future accumulations. In the event that the Advocate who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual. Sick leave pay shall not accumulate during a period of time when the Advocate is on unpaid leave or long-term disability.

Bereavement Leave: In the case of death in the immediate family (immediate family shall mean the Advocate's spouse, child, parent or parent-in-law, son-in-law, daughter-in-law, brother, or sister) up to five (5) days will be allowed per death without deduction in pay.

In the case of death in the close family (close family shall mean the Advocate's grandparents, brother-in-law, sister-in-law and grandchildren) up to two (2) days will be allowed per death without deduction in pay.

Days granted under this Section shall not be deducted from sick leave. The particular amount of leave permitted under this Section shall be at the discretion of the Superintendent depending upon the circumstances surrounding the death.

Emergency Leave: The Advocate may be granted a leave with pay at the discretion of a supervisor up to three (3) days per year, non-accumulative for situations that arise requiring the Advocate's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. Days used will be deducted from sick leave.

Deaths, funerals, court appearances and estate settlements are examples of situations where this leave may be granted in the discretion of the supervisor.

Requests for emergency leave must be made in writing to the supervisor at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The supervisor reserves the right to refuse to grant such leave if, under the circumstances involved, the supervisor determines that such leave should not be granted.

An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations.

Additional emergency leave may be granted in extreme emergencies at the discretion of the supervisor.

Child Care Leave: The Advocate shall be granted a child care leave of absence according to the following procedures:

The Advocate shall notify their supervisor in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The Advocate shall submit a written request to the supervisor for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, the Advocate shall not be eligible for sick leave pursuant to this Policy.

The effective beginning date of such leave and its duration, or resignation if the Advocate so elects, shall be determined by the supervisor and submitted to the School Board for its action. In recommending to the School Board the date of commencement and duration of the leave or the effective date of the resignation, the supervisor shall review each case on its individual merit taking into consideration the following:

1. The desires of the Advocate.
2. The specific employment duties of the Advocate involved.
3. The health and welfare of the Advocate or unborn child.
4. The recommendation of the Advocate's physician.
5. Any other relevant criteria.

In making a determination concerning the commencement and duration of a child care leave of absence, or resignation if the Advocate elects to resign, the School Board may, but shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the Advocate to return to his/her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the Advocate and the School District.

If the Advocate complies with all provisions of this Section and a child care leave is granted by the School District, the School District shall notify the Advocate in writing of its action.

The Advocate returning from child care leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave unless he/she is physically or mentally disabled from performing the duties of such position.

The parties agree that the applicable periods of probation for the Advocate are intended to be periods of actual service enabling the School District to have opportunity to evaluate the Advocate's performance. The parties agree, therefore, that periods of time for which the Advocate is on child care leave shall not be counted in determining the completion of the probationary period.

The parties further agree that any child care leave of absence granted shall be a leave without pay.

Adoption Leave: Adoption leave shall be granted by the School District pursuant to applicable provisions of the child care leave portion of this Policy.

Upon learning of the date of adoption, the Advocate shall submit a written application for adoption leave to the School Board.

Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

Medical Leave: A permanently employed Advocate who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave and the request for renewal shall also be accompanied by a written doctor's statement.

A request for leave of absence or renewal thereof under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

An employee who fails to comply with the provisions of this Section or who fails to seek a medical leave as provided in this Section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment shall be terminated.

Military Leave: Military leave shall be granted to an Advocate pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subject to the limits of the following paragraph, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the Advocate's basic active duty military salary and the salary the Advocate would be paid as an active District employee, including any adjustments the Advocate would have received if not on leave of absence. The pay differential will be based upon a comparison between the Advocate's daily rate of active duty pay, calculated by dividing the Advocate's military monthly salary by the number of paid days in the month, and the Advocate's daily rate of pay for the Advocate's District salary, calculated by dividing the Advocate's total District salary by the number of contract days. The Advocate's salary as a District employee includes the Advocate's basic salary and any additional salary the Advocate earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the Advocate misses because of military active duty. This payment will be made only to an Advocate whose basic active duty military salary is less than the salary the Advocate would be paid as an active District employee. Payments may be made at the intervals at which the Advocate received pay as a District employee. Payment under this section will not extend beyond four years from the date the Advocate reported for active service, plus any additional time the Advocate may be legally required to serve.

The District will continue the Advocate's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the Advocate is covered by health and dental coverage provided by the armed forces. If the Advocate had elected dependent coverage for health or dental coverage as of the time that the Advocate reported for active service, the District will offer the Advocate the option to continue the dependent coverage at the Advocate's own expense. The District will permit the Advocate to continue participating in any pretax account in which the Advocate participated when the Advocate reported for active service, to the extent of employee pay available for that purpose.

An eligible member of the reserve components of the armed forces of the United States is a reservist or National Guard member who was an employee of the District at the time the member reported for active service on or after May 29, 2003, or who is on active service on May 29, 2003.

For purposes of this section, "active service" has the meaning given in Minnesota Statutes section 190.05, subdivision 5, but excludes service performed exclusively for purposes of:

1. basic combat training, advanced individual training, annual training, and periodic inactive duty training;
2. special training periodically made available to reserve members; and
3. service performed in accordance with section 190.08, subdivision 3.

Unpaid Leave: An Advocate may request an unpaid leave of absence under School Board Policy.

Insurance Application: An Advocate on unpaid leave pursuant to this Policy is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Accrued Benefits: The Advocate on unpaid leave pursuant to this Policy shall retain such amount of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period that an employee is on leave under this Section.

Jury Duty: The Advocate who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event the Advocate serves on jury duty pursuant to this Section, the School District will compensate the Advocate for the difference between his/her regular salary and the amount received as jury duty pay.

Eligibility: Leave benefits as outlined in this Policy shall apply only to an Advocate who is permanently employed.

PROBATIONARY PERIOD

An employee under this Policy shall serve a probationary period of one (1) year in the School District.

RETIREMENT

Retirement shall be in accordance with State and Federal law.

MISCELLANEOUS

Expense Allowance: A stipend of \$165.00 per month will be paid to the Advocate for all in-district travel. All out-of-district travel shall be authorized by the Superintendent and/or designee and shall be eligible for the normal mileage reimbursement in accordance with School Board Policy #302. The monthly allowance will increase 3% per year, effective July 1, 2008.

Conferences/Workshops: The School District shall provide time and funds for the Family Support Advocate to attend state conferences sponsored by their association each year.

Professional Dues: The School District shall reimburse the Family Support Advocate the full cost of professional dues to one state professional association each year.

Moving Expenses: The School District agrees to reimburse the Advocate for moving expenses not to exceed \$2,500 who meets the following criteria:

1. The Advocate must be moving to District #831 from another school district.
2. The Advocate must be purchasing a home in which to live located in District #831.
3. The Advocate must remain in the employ of District #831 a minimum of two (2) years following the reimbursement date or repay the District 50% of the amount received.
4. The Advocate must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

DURATION

Terms and Reopening Negotiations: This Policy shall remain in full force and effect for a period commencing on July 1, 2011 through June 30, 2013.

Date of Adoption: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Family Support Advocate

School Board President

School Board Clerk

Date

Date

Appendix A

FAMILY SUPPORT ADVOCATE'S SALARY

| | <u>2011-12</u> | <u>2012-13</u> |
|----------------|----------------|----------------|
| Carolyn Latady | \$67,392 | \$69,414 |

In addition to the above base salary, an additional Pay for Performance ~~\$0 - \$2,700 for 2009-10 and \$0 - \$3,200 per fiscal year for 2010-11~~ will be available.