

INDEPENDENT SCHOOL DISTRICT NO. 831  
Forest Lake, Minnesota 55025

## **CONTROLLER**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

**Effective July 1, 2016 through June 30, 2017**

## INTRODUCTION

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

## DUTY YEAR

Duty Days: The School District shall establish a Controller's calendar and duty days for each school year, and the Controller 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: A Controller's duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period.

Holidays: The Controller will have the following thirteen (13) paid holidays each year:

1. New Years Day
2. Day during the holiday season as scheduled by the Superintendent.
3. Good Friday
4. Memorial Day
5. July 4
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Christmas Day
10. Day during the holiday season as scheduled by the Superintendent.
11. Floating Holiday (as approved by the Superintendent)
12. Floating Holiday (as approved by the Superintendent)
13. Floating Holiday (as approved by the Superintendent)

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 Superintendent.

Vacation Days

Eligibility: The following vacation benefits shall apply to the Controller who is regularly employed on a twelve (12) month basis. A Controller 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..

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 Director of Business Services.

Accrued vacation days shall normally be taken prior to June 30th of each year; however, a maximum of forty (40) days of unused vacation may be carried over to the next contract year. A Supervisor who is carrying over the maximum number of days from one year to another may be compensated for up to five (5) additional days that would otherwise be lost at the individual Supervisor's daily rate of pay as calculated according to the terms in the paragraph below.

The Controller terminating employment shall receive payment for vacation earned for that year but not taken or otherwise compensated for. The daily rate for said vacation days shall be the Controller's annual salary divided by 223. In the event of the death of the Controller during the duty year, the Controller'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 Controller's annual salary divided by 223.

Termination: A Controller 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. A Controller 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.

### BASIC COMPENSATION

Contract Year: The Controller shall be compensated for the 2016-2017 contract years pursuant to Appendix A attached hereto.

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.

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

### GROUP INSURANCE

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

#### Medical-Hospitalization Insurance:

Single and Dependent Coverage: The School District will contribute the full premium for single and dependent medical-hospitalization insurance for the Controller employed by the School District who qualify for and are enrolled in the plan. A Controller who elects only single coverage may transfer the difference in cost between single and dependent coverage to their health care reimbursement account.

Duration of Insurance Contribution: The Controller is eligible for a School District contribution as provided in this section as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

Continued Coverage: It is the responsibility of the Controller to make arrangements with the school district business office to pay to the school district the monthly premium amount in advance and on such date as determined by the school district for continued medical

hospitalization insurance coverage. The Controller's right to continue participation in such group insurance, however, shall be in accordance with state law.

Flexible Spending Account: The School District shall sponsor a Flexible Spending Account.

Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will either make direct payment or 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 School District shall contribute, on behalf of each eligible employee, an amount not to exceed \$480/year. If a Controller is not enrolled in the District's health coverage, this contribution shall be made to a Retirement Health Care Savings Account. All other terms and conditions of the Plan, including, but not limited to maximum reimbursements and other administrative procedures shall be set forth under the provisions of the Plan document. Eligibility shall be governed by the Group Insurance eligibility rule below.

Income Protection Insurance: The School District shall deduct from the Controller's paycheck the premium for the current long-term disability plan in effect in the school district for which the Controller is qualified. This deduction shall be made in after-tax dollars. The Controller shall participate in the district long-term disability policy coverage. The current plan for the Controller shall equal 2/3 of the Controller'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 waiver of premiums. The disabled Controller 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 full-time Controller with a \$200,000 (double indemnity and dismemberment) term life insurance policy. The premium shall be paid in full by the School District. The Controller may purchase, at their own expense, supplemental life insurance subject to insurance carrier offering.

Dental Insurance: The School District will provide the Controller with single and dependent dental insurance coverage to the Controller employed by the school district who qualifies for and is enrolled in the plan. Controllers who elect only single coverage may transfer the difference in cost between single and dependent coverage to their health care reimbursement account.

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.

#### LEAVES OF ABSENCE

Sick Leave: The Controller shall earn sick leave at the rate of twenty (20) days for each year of service in the employ of the School District. Sick leave shall be accrued at 1.67 days per month.

Unused sick leave days may accumulate to a maximum credit of 320 days of sick leave per Controller.

Sick leave pay shall be allowed by the School District whenever a Controller'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 Controller 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 Controller 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 Controller and thereafter to accumulated leave.

Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

Sick leave may also be used for serious illness involving the Controller's spouse, child, or parent. The specific amount of leave allowed under this Section shall be within the discretion of the Superintendent.

At the time a Controller becomes eligible to receive long-term disability compensation as provided in this Policy such Controller may continue to use accrued sick leave on a prorated basis, provided the combined benefit does not exceed 90% of salary.

When a Controller is injured on the job in the service of the School District and collecting Workers' Compensation insurance as well as drawing leave pay and receiving full salary from the School District, the salary shall 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, holidays, and/or vacation days.

A Controller in the School District shall be permitted to utilize the annual sick leave 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 the earning thereof, such days will be deducted from future accumulations. In the event that a Controller 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 days shall not accumulate during a period of time when a Controller is on unpaid leave or long-term disability.

The Superintendent may, in his/her discretion, grant sick leave beyond the Controller's accrual in special circumstances.

Adoption Leave: Adoption leave shall be granted by the School District pursuant to the following provisions in this section:

Upon learning of the date of adoption the Controller shall submit a written application for unpaid adoption leave to the School District.

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

Paid leave, up to five (5) days per adoption, may be granted to an adoptive parent. Such days must be used within twenty (20) days of the date of the adoption and shall be deducted from the Controller's sick leave balance.

General Leaves: A Controller may be granted a leave/s with pay at the discretion of the Superintendent or designee for situations that arise requiring the Controller's personal attention. Days granted will not be deducted from sick leave.

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

Military Leave: Military leave shall be granted to a Controller pursuant to M.S. Chapter 192 and other applicable law. As per Minn. Stat. §471.975.

Medical Leave: A Controller who is unable to perform 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.

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 may be terminated by the School District pursuant to M.S. 122A.40. 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 may be terminated pursuant to M.S. 122A.40.

Unpaid Leaves: A Controller may request an unpaid leave of absence under School Board Policy Number 415.

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

Jury Duty: A Controller who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a Controller serves on jury duty pursuant to this Section, the School District will compensate the Controller 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 Controllers who are employed full-time.



## SEVERANCE

Section 1. Eligibility: Permanently employed Controllers who are at least fifty-five (55) years of age, and have completed at least ten (10) years of service in the School District, shall be eligible for severance pay upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any Controller who is discharged for cause by the School District.

Section 2. Number of Days: An eligible Controller shall receive, as severance pay upon his/her retirement, 90% of annual salary if 200 unused sick leave days have been accumulated. Less than 200 days of accumulated unused sick leave will yield a prorated portion of this benefit, determined by dividing the accumulated unused sick leave days by 200, then applying the resulting decimal to the full amount of severance, as specified above.

(Example: an employee with a salary of \$50,000 has an available severance benefit of \$45,000 (90% of \$50,000) if that employee had at least 200 unused sick leave days accrued. However, if that employee only has 160 accrued, unused sick leave days, the employee is eligible for \$36,000:

$$160 \text{ days} / 200 \text{ days} = 0.80$$

$$\$45,000 \text{ max benefit} \times 0.80 = \$36,000$$

Section 3. Payment: An employee shall receive the severance payment in one installment on the first business day following retirement.

Section 4. Severance Pay Death Benefit: In the event of the death of a retired Controller who, at the time of death, was receiving early retirement/resignation/severance benefits under this Agreement, any remaining benefits shall be payable to his/her designated beneficiary or, if no beneficiary designation is in effect at his/her death, then to the estate of the deceased Controller.

Subd. 1. In the event of the death of a Controller who, at the time of death, met the eligibility requirements for early retirement/ resignation/severance but had not submitted a resignation; an amount equal to the maximum benefits available shall be paid to that Controller's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said Controller's estate.

Section 5. Notice: To qualify for the provisions of this Article, a Controller must serve the School District of notice of early retirement in writing no later than four months prior to the date of retirement, except as otherwise agreed to by the School District.

### MATCHING 403(b) PLAN

Eligibility: A full-time Controller who is employed by the School District and is participating in the School District's 403(b) Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this Article and the School District 403(b) Plan documents. The School District will match the amount of the Controller's annual contribution up to a maximum annual contribution of \$2500.00 for each contract year.

Limits Regarding the School District's Matching Contribution: The School District's total Controller's lifetime matching contribution shall be limited to \$40,000.00 (forty thousand dollars).

### MISCELLANEOUS

Travel Reimbursement: A Controller shall be eligible for the normal mileage reimbursement in accordance with School Board Policies.

Professional Dues: The School District shall pay the Controller's professional dues to one state and one national professional association each year.

Conferences and Workshops: The School District shall provide time and funds for the Controller to attend two (2) State conferences sponsored by their Association each year and one (1) National conference sponsored by their Association every other year. Conferences shall be approved by the Superintendent or designee. An out-of-state workshop may be substituted for a National conference subject to the approval of the Superintendent or designee.

In addition to the above meetings, Controller s shall attend other State conferences and workshops in the areas of their job assignments, subject to the approval of the Superintendent or designee.

Expenses will be covered under School Board Policy 302, however, if the actual costs exceed the per diem limitations the Superintendent may authorize the expenses over and above Policy.

## DURATION

Terms and Reopening Negotiations: This Policy shall remain in full force and effect for a period commencing on July 1, 2016 – June 30, 2017.

## APPENDIX A

2016-2017

\$99,800

Controller Annual Salary