



**FOREST LAKE AREA SCHOOLS  
FOREST LAKE, MN 55025**

**June 28, 2012**

**AGENDA ITEM: 8.6**

**TOPIC: RATIFY 2011-13 FOREST LAKE SUPERVISORS'  
ASSOCIATION EMPLOYMENT AGREEMENT**

**BACKGROUND:** The employment agreement between the Forest Lake Supervisor's Association and the Forest Lake Area School District expired on June 30, 2011.

**PROCESS:** The School District and the Forest Lake Supervisors' Association have a tentative settlement of the Agreement for the time period of July 1, 2011 through June 30, 2013. The Forest Lake Supervisors' Association has voted positively to ratify this Agreement and it is now being presented to the School Board for approval.

**RECOMMENDATION:** Administration recommends approval of the Forest Lake Supervisors' Association Employment Agreement for the time period of July 1, 2011 through June 30, 2013. This settlement is within the negotiation parameters set by the School Board.

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 831  
Forest Lake, Minnesota**

**and**

**The Forest Lake Supervisors' Association**

**Effective July 1, ~~2009~~ 2011**

**through June 30, ~~2011~~ 2013**

## AGREEMENT

### ARTICLE I

#### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between School District No. 831, (hereinafter referred to as the School District) and the Forest Lake Supervisors' Association, (hereinafter referred to as the exclusive representative or association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for Supervisors employed by the Forest Lake School District during the duration of this Agreement.

### ARTICLE II

#### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school board recognizes the Forest Lake Supervisors' Association as the exclusive representative of Supervisors employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

### ARTICLE III

#### DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment", means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The term is subject to the provisions of the P.E.L.R.A.

Section 2. Appropriate Unit: "Appropriate unit" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be employed for more than 200 days per year, and who devote more than fifty percent (50%) of their time to supervisory duties in the capacity of a Supervisor, and excluding all other employees.

Section 3. Supervisors: Reference to "Supervisors" in this Agreement shall mean the Supervisor of Accounting, Supervisor of Aquatic Activities, Supervisor of Buildings and Grounds, Supervisor of Information Systems, Supervisor of Food Service, and Supervisor of Transportation (herein after referred to as Supervisors) employed by the School District during the duration of the Agreement.

Section 4. School District: For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. In the construction of the words used in this Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

#### ARTICLE IV

#### SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The association recognizes that pursuant to the P.E.L.R.A., the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of state or federal laws shall be null and void without force and effect.

#### ARTICLE V

#### SUPERVISOR AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any supervisor or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to agreement administration and the conditions of public employment or their betterment, so long as the same is

not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Supervisors shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: Supervisors shall have the right to request and be allowed dues check off for the association. Upon receipt by October 1 of the properly executed individual authorization of the supervisor involved, the School District will deduct from the supervisor's paycheck the dues that the supervisor has agreed to pay to the association during the period provided in said authorization.

Section 4. Fair Share Fee:

Subd. 1. In accordance with the P.E.L.R.A., any supervisor included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any Supervisor shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent of the regular membership dues.

Subd. 2. Upon thirty days' notice, pursuant to Subd. 3 hereof, given the name of the supervisor and the amount of the fair share fee, the School District shall deduct 1/8 of such fair share fee from the supervisor's regular salary check beginning with the second payday in October and the second payday of each month thereafter until fully paid. The association agrees to notify the School District promptly whenever any supervisor subject to a fair share fee deduction becomes a member of the association, and no further fair share fee deductions for such supervisor will thereafter be made. The School District shall transmit amounts collected to the association thirty (30) days after deduction, together with the names of employees and amounts deducted.

Subd. 3. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the superintendent, the School District, and to each supervisor to be assessed the fair share fee.

Subd. 4. A challenge by a supervisor or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, (hereinafter referred to as the B.M.S.), the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner, or Court. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 5. The association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the association as provided herein. In the event that the P.E.L.R.A., is declared to be unconstitutional by the courts, or the provision is repealed by the legislature, this section shall be null and void.

Section 5. District Mail: The association may use the District mail service for communication to supervisors in quantities which do not interfere with regular School District mail service.

Section 6. Association Representative: Representatives of the association and their respective affiliates shall be permitted to transact official association business on school property, provided that this activity shall not interfere with or interrupt school operations.

Section 7. Information The parties agree that the association shall have access, upon reasonable notice, to appropriate and available information necessary for the association to exercise its responsibilities as exclusive representative pursuant to applicable laws.

Section 8. School Buildings and Facilities: The association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School District to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 9. Other Rights Nothing contained herein shall be construed to deny or restrict to any supervisor rights he/she may have under Minnesota or Federal laws and regulations.

## ARTICLE VI

### DUTY YEAR

Section 1. Duty Days: The School District shall establish the calendar and Supervisors' duty days for each school year, and the Supervisors 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.

Section 2. Duty Year: The Supervisors' 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.

Section 3. Holidays: Supervisors will have the following twelve (12) paid holidays each year. Supervisors contracted for less than 260 days per year will be entitled to the holidays that occur during their scheduled year.

1. New Years Day
2. Day during the holiday season as scheduled by the supervising Director.
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 holiday season as scheduled by the supervising Director
11. Floating Holiday
12. Floating Holiday

Subd. 1. 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.

Subd. 2. 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 Supervising Director.

Section 4. Vacation: The following vacation benefits shall apply to Supervisors who are regularly employed on a twelve (12) month basis. Supervisors who are permanently employed for less than 52 weeks per year shall be entitled to pro-rata vacation benefits. The Superintendent may authorize additional vacation for new employees at the time of initial employment, not to exceed 25 days.

Subd. 1. 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)

Subd. 2. 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 month of service in the School District and may take such accrued vacation as of July 1 according to the scheduling rules. A Supervisor 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.

Subd. 3. Scheduling Rules: Vacation days shall be requested in writing, subject to the approval of the Supervising Director.

Accrued vacation days shall normally be taken prior to June 30<sup>th</sup> of each year; however, a maximum of forty (40) days of unused vacation may be carried over to the next contract year.

In the event of the death of a Supervisor during the duty year, that Supervisor'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 Supervisor's annual salary divided by 260 less holidays and contracted vacation days during the last year of employment.

Subd. 4. Termination: A supervisor who resigns, in writing, 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 Supervisor 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 written notice of his/her effective date of resignation.

## ARTICLE VII

### BASIC COMPENSATION

Section 1. Agreement Year: Supervisors shall be compensated for the ~~2009-10 and 2010-11~~ 2011-2012 and 2012-2013 agreement years pursuant to Appendix A attached hereto. All Supervisors shall use direct deposit.

Section 2. New Employees: New employees, during the first year of their employment, shall be compensated as agreed between the individual employee and the School District, dependent upon the employee's qualifications and evaluation by the School District.

Section 3. Daily Compensation: Except as otherwise defined in this Agreement, 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.

Section 4. Pay for Performance:

Subd. 1. Pay for performance is directed toward improvement of leadership skills or other goals approved by the Supervising Director. The pay for performance process will be at the discretion of the Supervising Director following consultation with the individual Supervisor.

Subd. 2. Each supervisor shall be eligible to receive up to \$3,000 ~~for pay for performance in 2009-2010 and up to \$3,500 for pay for performance in 2010-2011 and thereafter~~ per contract year, as per agreement. Pay for performance shall be allocated as follows:

- 50% of the Pay for Performance allocation will be based on the Supervising Director's evaluation and payment authorization for two mutually agreed upon goals.



- 50% of the Pay for Performance allocation will be based on the Supervising Director's evaluation of the Supervisor's performance on his/her job description.

Subd. 3. 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.

Subd. 4. For purposes of this Section, the Supervisor will receive two performance conferences and one written evaluation during the agreement year.

Subd. 5. This section will not be subject to the grievance procedure.

Section 5. Application: The salaries stipulated in Appendix A hereof are based on the assumption that the Supervisor is employed for the full duty year (or as otherwise stipulated in Appendix A) and regular duty day and continues to occupy a position similar and comparable to the position occupied as of the date of execution of this Agreement. The listing of a salary for any Supervisor holding a long term substitute contract shall not be misconstrued as an offer of the permanent position should the Supervisor on leave resign. In such cases, permanent appointment of a Supervisor can only occur upon affirmative action by the School Board.

## ARTICLE VIII

### GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. The School District agrees, however, not to reduce the level of benefits of existing coverage except by mutual agreement of the parties.

Section 2. Medical-Hospitalization Insurance: The School District shall contribute the premium for single and dependent medical-hospitalization insurance for all permanently employed Supervisors who qualify for and are enrolled in the plan. Supervisors who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account.

Section 3 Dental Insurance: The School District will provide each permanently employed Supervisor with single dental insurance coverage, with the total cost of the premium to be borne by the School District.

Section 4. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 5. 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. Each eligible employee's Health Care Reimbursement Plan Account shall be credited with \$480.00 per agreement year in equal installments beginning with the first pay date. 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.

Section 6. Income Protection Insurance: The School District shall deduct from the Supervisor's paycheck the premium for the current long term disability plan in effect in the School District for which the Supervisor is qualified. This deduction shall be made in after-tax dollars. All Supervisors shall participate in the district's long-term disability policy coverage.

From the date of disability, the School District will continue its contribution for medical-hospitalization and dental insurance for a period not to exceed six (6) months. The disabled employee may continue as a member of the group at his/her own expense, subject to restrictions of the carrier.

Section 7. Term Life Insurance: The School District will provide each permanently employed Supervisor 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 each~~ permanently employed Supervisor with a \$200,000 (double indemnity and dismemberment) term life insurance policy, the premium to be paid in full by the School District. Should the Supervisor want additional coverage, they may purchase additional policy amount at the Supervisor's expense.

Section 8. Eligible Employees: Permanently employed Supervisors who are employed at least 40 weeks per year and eight (8) hours per day shall be eligible for insurance benefits as outlined in this Agreement.

Section 9. Claims Against the School District: The parties agree that insurance benefits described in this Agreement 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 agreement. 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.

Section 10. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Agreement 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 Agreement.

Upon termination of employment it is the responsibility of the Supervisor 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 Supervisor's right to continue participation in such group insurance, however, shall discontinue in accordance with State Law.

Section 11. Survivor Benefits: In the event that a supervisor dies while in the employ of the School District, the deceased supervisor'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.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time Supervisors 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. Other permanently employed Supervisors shall earn sick leave on a pro-rata basis.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 280 days of sick leave for full time Supervisors.

Subd. 3. Sick leave pay shall be allowed by the School District whenever a Supervisor's absence is due to illness which prevented his/her attendance at work and performance of duties on that day or days.

Subd. 4. In the event of concern regarding abuse of sick leave, the School District may require that the Supervisor 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.

Subd. 5. In the event that a medical certificate will be required the Supervisor will be so advised at the time the illness is reported.

Subd. 6. Absence on sick leave will be charged first to the annual allowance of the Supervisor, and thereafter to accumulated leave.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed sick leave pay request form available in the supervising Director's office. If such form is not filed and time-stamped in the supervising Director's office within (5) working days after returning to work, the employee shall forfeit any claim to sick leave pay for such days.

Subd. 8. Sick leave, up to five (5) days per year, may also be used for serious illness involving the Supervisor's spouse, or parent. The specific amount of leave allowed under this section shall be within the discretion of the supervising Director, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 9. Sick leave may also be used pursuant to Minnesota statute 181.9413 and the Federal Family Medical Leave Act.

Subd. 10. Each employee will be notified on or before the end of the

second pay period in September as to his/her accumulated number of sick leave days.

Subd. 11. A Supervisor may utilize available sick leave subject to the provisions of this Agreement for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a Supervisor shall notify the supervising Director 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.

Subd. 12. At the time a Supervisor becomes eligible to receive long-term disability compensation as provided in this Agreement, such Supervisor may continue to use accrued sick leave provided the combined benefit does not exceed 100% of salary.

Subd. 13. Upon the request of a Supervisor who is absent from work as a result of a compensable injury under the provisions of the Worker's 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 and the Supervisor's regular rate of pay to the extent of the Supervisor's accrued sick leave. Upon full utilization of accrued sick leave, the Supervisor shall receive only the Workers' Compensation benefits.

Subd. 14. A Supervisor in the School District 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 a Supervisor 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 days advanced beyond his/her earned accrual. Sick leave pay shall not accumulate during a period of time when a Supervisor is on unpaid leave or long-term disability.

Subd. 15. The School District may, in its discretion, grant sick leave beyond the Supervisor's accrual in special circumstances.

## Section 2. Bereavement Leave:

Subd. 1. In the case of death in the "immediate family" ("immediate family" shall mean the Supervisor's spouse, child, parent or parent-in-law, son-in-law, daughter-in-law, brother, sister), up to five (5) days will be allowed per death without deduction in pay.

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

Subd. 3. 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 supervising Director depending upon the circumstances surrounding the death.

Section 3. Emergency Leave:

Subd. 1. A Supervisor may be granted a leave with pay at the discretion of the supervising Director up to three (3) days per year, non-accumulative for situations that arise requiring the Supervisor'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.

Subd. 2. Deaths, funerals, court appearances and estate settlements are examples of situations where this leave may be granted in the discretion of the supervising Director.

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

Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, unless the Supervising Director determines that such a leave should be granted.

Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Superintendent.

Section 4. Child Care Leave:

Subd. 1. A supervisor shall be granted a child care leave of absence according to the following procedures outlined in this section.

Subd. 2. A Supervisor shall notify their supervising Director 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 Supervisor shall submit a written request to the supervising Director for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, a Supervisor shall not be eligible for sick leave pursuant to this Agreement.

Subd. 3. The effective beginning date of such leave and its duration or resignation if the Supervisor so elects, shall be determined by the supervising Director 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 supervising Director shall review each case on its individual merit taking into consideration the following:

1. The desires of the Supervisor.
2. The specific employment duties of the Supervisor involved.
3. The health and welfare of the Supervisor or unborn child.

4. The recommendation of the Supervisor's physician.
5. Any other relevant criteria.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave of absence, or resignation if the Supervisor 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 Supervisor 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 Supervisor and the School District.

Subd. 5. If the Supervisor complies with all provisions of this section and a child care leave is granted by the School District, the School District shall notify the Supervisor in writing of its action.

Subd. 6. A Supervisor 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 or unless previously discharged.

Subd. 7. Failure of the Supervisor to return pursuant to the date determined may constitute grounds for termination in the School District.

Subd. 8. The parties agree that the applicable periods of probation for Supervisors are intended to be periods of actual service enabling the School District to have opportunity to evaluate a Supervisor's performance. The parties agree, therefore, that periods of time for which the Supervisor is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The parties further agree that any child care leave of absence granted shall be a leave without pay.

#### Section 5. Adoption Leave:

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of the child care leave portion of this Agreement.

Subd. 2. Upon learning of the date of adoption, the Supervisor shall submit a written application for adoption leave to the School Board.

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

#### Section 6. Medical Leave:

Subd. 1. A permanently employed Supervisor 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 written 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 written request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. 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.

Subd. 3. 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.

Section 7. Military Leave: Military Leave shall be granted to a supervisor pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, 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 supervisor's basic active duty military salary and the salary the supervisor would be paid as an active District employee, including any adjustments the supervisor would have received if not on leave of absence. The pay differential will be based upon a comparison between the supervisor's daily rate of active duty pay, calculated by dividing the supervisor's military monthly salary by the number of paid days in the month, and the supervisor's daily rate of pay for the supervisor's District salary, calculated by dividing the supervisor's total District salary by the number of contract days. The supervisor's salary as a District employee includes the supervisor's basic salary and any additional salary the supervisor 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 supervisor misses because of military active duty. This payment will be made only to a supervisor whose basic active duty military salary is less than the salary the supervisor would be paid as an active District employee. Payments may be made at the intervals at which the supervisor received pay as a District employee. Payment under this section will not extend beyond four years from the date the supervisor reported for active service, plus any additional time the supervisor may be legally required to serve.

Subd. 2. The District will continue the supervisor's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the supervisor is covered by health and dental coverage provided by the armed forces. If the supervisor had elected dependent coverage for health or dental coverage as of the time that the supervisor reported for active service, the District will offer the supervisor the option to continue the dependent coverage at the supervisor's own expense. The District will permit the supervisor to continue participating in any pretax account in which the supervisor participated when the supervisor reported for active service, to the extent of employee pay available for that purpose.

Subd. 3. 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.

Subd. 4. 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.

Section 8. Unpaid Leave: A Supervisor may request an unpaid leave of absence under School Board Policy.

Section 9. Insurance Application: A Supervisor on unpaid leave pursuant to this agreement 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.

Section 10. Accrued Benefits: A supervisor on unpaid leave pursuant to this Agreement 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.

Section 11. Jury Duty: A Supervisor 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 Supervisor serves on jury duty pursuant to this section, the School District will compensate the Supervisor for the difference between his/her regular salary and the amount received as jury duty pay.

Section 12 Eligibility: Leave benefits as outlined in this Agreement shall apply only to Supervisors who are permanently employed.

Section 13. Seniority: For purposes of seniority standing, a Supervisor on leave, pursuant to this Agreement, shall continue to accrue seniority during such leaves of absence.



## ARTICLE X

## PROBATIONARY PERIOD

Section 1. An employee, under the provisions of this Agreement, shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the right to suspend without pay, discharge or otherwise discipline such employee. However, a probationary employee shall have the right to bring a grievance on any other provision of the agreement alleged to have been violated.

## ARTICLE XI

## SEVERANCE

Section 1. Eligibility: Permanently employed Supervisors 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 Supervisor who is discharged for cause by the School District.

Section 2. Number of Days: An eligible Supervisor 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:

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

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

~~Section 3. Daily Rate of Pay: In applying these provisions, a Supervisor's daily rate of pay shall be the highest daily rate of pay over the ten (10) year period immediately preceding the date of retirement, obtained by dividing the Supervisor's annual salary by 260 less holidays and contracted vacation days during the last year of employment.~~

Section 4. Payment: An employee shall receive the severance payment in one installment on the first business day following retirement.

Section 5. Severance Pay Death Benefit: In the event of the death of a retired Supervisor 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 Supervisor.

Subd. 1. In the event of the death of a Supervisor 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 Supervisor's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said Supervisor's estate.

Section 6. Notice: To qualify for the provisions of this Article, a supervisor 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.

ARTICLE XII

MATCHING 403B PLAN

Section I. Eligibility: Full-time Supervisors who are employed by the School District and are 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 Supervisor's annual contribution as determined by the following schedule:

Subd. 1. The school district will match the amount of the Supervisor's 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	\$ 500.00
5-9	\$1,000.00
10-14	\$1,500.00
15 and thereafter	\$2,000.00

Effective July 1, 2012, the school district will match the amount of the Supervisor's 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	\$1,000.00
5-9	\$1,500.00
10-14	\$2,000.00
15 and thereafter	\$2,500.00

Section 2. 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.

Section 3. Limits Regarding the School district's Matching Contribution: The School District's total Supervisor's lifetime matching contribution shall be limited to \$35,000 (thirty-five thousand dollars) for each participating Supervisor.

Section 4. Deduction From Severance: The School District's total matching contribution to an individual Supervisor's 403B plan will be deducted from any severance the individual Supervisor is eligible for pursuant to Article XI. The Supervisor will receive any remaining severance amount.

#### ARTICLE XIII

#### PHYSICAL EXAM

Section 1. New Employees: The School District may require that a new Supervisor obtain a physical examination prior to employment from a physician designated by the School District. The School District reserves the right to select the doctor or clinic. Should a Supervisor be suspended for health reasons, examinations for re-employment by the School District selected doctor shall be at the Supervisor's expense. If the Supervisor questions the findings of the doctor selected by the School District, he/she will have the right to seek another examination from a doctor of his/her choice, the cost of which shall be borne by the Supervisor.

#### ARTICLE XIV

#### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

#### Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely and effective if it is personally delivered by or

mailed through the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Superintendent.

Section 5. Decision: If the grievance is not resolved through informal discussion, the Superintendent shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Section 6. School Board Review: The School Board shall review any decision issued pursuant to Section 5 hereof at the request of the grievant or at its own instance, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision by the Superintendent has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to affirm, reverse, or modify such decision, and at the option of the School Board a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within twenty (20) days of its notice to review a decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Section 5, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and the appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the B.M.S. to

appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon a arbitrator or the failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitrator decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitration and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitration shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, and organizational structure, and the selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Appendix B). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XV

### MISCELLANEOUS

Section 1. Automobile Expenses: A supervisor shall be eligible for the normal mileage reimbursement in accordance with School Board policy for all approved mileage. Supervisors shall also be reimbursed \$300.00 for approved mileage exceeding 4,000 miles per year and an additional \$300.00 for approved mileage exceeding 8,000 miles per year.

Section 2. Moving Expenses: The School District agrees to reimburse a Supervisor for moving expenses not to exceed \$2,000 who meets the following criteria:

Subd. 1. Moving Into District 831: The Supervisor must be moving to District 831 from another school district.

Subd. 2. Purchasing a Home: The Supervisor must be purchasing a home in which to live, located in District #831.

Subd. 3. Remain in Employ: The Supervisor 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.

Subd. 4. Moving Expense Quotes: The Supervisor must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

ARTICLE XVI

DURATION

Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on ~~July 1, 2009 through June 30, 2011~~ July 1, 2011 through June 30, 2013.

Date of Adoption: \_\_\_\_\_

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

School District Supervisors  
6100 No. 210th St.  
Forest Lake, MN 55025

ISD No. 831  
6100 No. 210<sup>th</sup> St.  
Forest Lake, MN 55025

\_\_\_\_\_  
President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Board Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX A

## FOREST LAKE SUPERVISOR'S ASSOCIATION SALARIES

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
	Base	Base	Base
Information Systems Supervisor	\$66,527	\$67,192	\$69,208
Food Service Supervisor	\$66,527	\$67,192	\$69,208
Accounting Supervisor	\$66,527	\$67,192	\$69,208
Transportation Supervisor	\$66,527	\$67,192	\$69,208
Buildings & Grounds Supervisor	\$66,527	\$67,192	\$69,208
Aquatics Supervisor	\$63,078	\$63,708	\$65,620



APPENDIX B

MEMORANDUM OF UNDERSTANDING

Between Independent School District No. 831 and  
the Forest Lake Supervisors' Association

The school district shall contribute an amount equal to the value of the employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.

The school district's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).

The school district contribution (into the retiree's special retirement pay plan account) will be made according to the same timeline as was provided for the direct payment of severance pay.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

\_\_\_\_\_  
Chief Supervisors' Negotiator

\_\_\_\_\_  
Chief District Negotiator

Dated this \_\_\_\_ day of June, 2012

Dated this \_\_\_\_ day of June, 2012