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INDEPENDENT SCHOOL DISTRICT NO. 831  
Forest Lake, Minnesota 55025

## **ASSESSMENT AND EVALUATION COORDINATOR**

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

**Effective July 1, 2011 through June 30, 2013**

## 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 with Lloyd K. Komatsu, who agrees to perform the duties of Assessment and Evaluation Coordinator (herein after referred to as "Coordinator") employed by the Forest Lake School District during the duration of the Policy.

## ~~DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT~~

~~Term: This Agreement is for the term commencing July 1, 2011 and ending June 30, 2013.~~

~~Expiration: This agreement shall expire at the end of its term on June 30, 2013, unless a subsequent agreement is entered into by the School District and the Coordinator. At the conclusion of its term, neither party shall have any further claim against the other and the School District's employment of the Assessment and Evaluation Coordinator shall cease.~~

~~Termination During the Term: The Coordinator's employment may be terminated by the School District during the term of this agreement only for cause.~~

~~Mutual Consent: This agreement may be terminated at any time by the parties by mutual consent.~~

## DUTY YEAR

Duty Days: The School District shall establish the calendar and Coordinator's duty days for each school year, and the Coordinator 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 Coordinator's duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period, and shall include twenty (20) days of paid vacation, and twelve (12) paid holidays each year. Vacation days shall be accrued at  $\approx 1.66$  days per month.

Holidays: The Coordinator will have the following twelve (12) 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)

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: Vacation days shall be scheduled subject to the approval of the Superintendent or designee. The Coordinator shall only be permitted to carry over a maximum of thirty (30) days from one contract year to another.

The Coordinator 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 Coordinator's annual salary divided by 223.

In the event of the death of the Coordinator during the duty year, that Coordinator'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 Coordinator's annual salary divided by 223 duty days.

## BASIC COMPENSATION

Contract Year: The Coordinator shall be compensated for the ~~2009-10 and 2010-11~~ 2011-2012 and 2012-2013 contract years pursuant to Appendix A attached hereto.

Pay For Performance: Pay for performance will be based on the Superintendent's or designee's assessment of performance, and compensation due, if any, will be paid as a part of the

present contract year. This compensation will not be considered a part of the individual's continuing contract.

Assessment of performance will be based upon general performance of duties and three or more mutually-agreed upon goals, which include one goal directed toward personal improvement of leadership skills.

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 Coordinator employed by the School District who qualify for and are enrolled in the plan. A Coordinator 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 Coordinator 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, ~~except that the Coordinator who completed the full school year shall be eligible for twelve (12) months of coverage.~~

Continued Coverage: It is the responsibility of the Coordinator 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 Coordinator's right to continue participation in such group insurance, however, shall be in accordance with state law.

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 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. 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.

Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby \$1,000/year of a Coordinator's base salary will go into their RHCSA starting July 1, 2008.

Income Protection Insurance: The School District shall deduct from the Coordinator's paycheck the premium for the current long-term disability plan in effect in the school district for which the Coordinator is qualified. This deduction shall be made in after-tax dollars. The Coordinator shall participate in the district long-term disability policy coverage. The current plan for the Coordinator shall equal 2/3 of the Coordinator'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 Coordinator 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 Coordinator with a \$150,000 (double indemnity and dismemberment) term life insurance policy. The premium shall be paid in full by the School District. Effective July 1, 2010, [T]he School District will provide~~ the full-time Coordinator with a \$200,000 (double indemnity and dismemberment) term life insurance policy. The premium shall be paid in full by the School District. The Coordinator may purchase, at their own expense, supplemental life insurance subject to insurance carrier offering.

Dental Insurance: The School District will provide the Coordinator with single and dependent dental insurance coverage to the Coordinator employed by the school district who qualifies for and is enrolled in the plan. Coordinators 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 Coordinator shall earn sick leave at the rate of eighteen (18) days for each year of service in the employ of the School District. Sick leave shall be accrued at 1.5 days per month.

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

Sick leave pay shall be allowed by the School District whenever a Coordinator'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 Coordinator 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 Coordinator 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 Coordinator 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 Coordinator's spouse, child, or parent. The specific amount of leave allowed under this Section shall be within the discretion of the Superintendent.

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.

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

When a Coordinator 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 Coordinator 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 Coordinator 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 Coordinator is on unpaid leave or long-term disability.

The Superintendent may, in his/her discretion, grant sick leave beyond the Coordinator'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 Coordinator 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 Coordinator's sick leave balance.

General Leaves: A Coordinator may be granted a leave/s with pay at the discretion of the Superintendent or designee for situations that arise requiring the Coordinator'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 Coordinator pursuant to M.S. Chapter 192 and other applicable law. As per Minn. Stat. §471.975.

Medical Leave: A Coordinator 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 Coordinator may request an unpaid leave of absence under School Board Policy Number 415.

Insurance Application: A Coordinator 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 Coordinator 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 Coordinator 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 Coordinator serves on jury duty pursuant to this



Section, the School District will compensate the Coordinator 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 Coordinators who are employed full-time.

Seniority: For purposes of seniority standing, a Coordinator on leave, pursuant to this Policy, shall continue to accrue seniority during such leaves of absence.

### SEVERANCE

Unused Sick Leave Account for Medical Reimbursement After Retirement: A full-time Coordinator who is at least fifty-five (55) years of age and who has completed at least ten (10) years of actual service as an employee with the school District will be eligible for an unused sick leave account. At separation of service, any eligible sick leave days over two hundred and five (205) days, shall be placed in an unused sick leave account. The sick leave account may not exceed one hundred and fifteen (115) days. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested. The reimbursement value shall be at the rate provided to substitute teachers who have substituted the previous year for fewer than 50 days pursuant to school District Policy #417, Section 1. With the above dollars, the School District will pay premiums to the insurance company of the Coordinator's group coverage until the Coordinator's unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted.

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

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

### MATCHING 403B PLAN

Eligibility: A full-time Coordinator 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 the provisions contained in this Article and the School District 403B Plan documents. The School District will

match the amount of the Coordinator's annual contribution up to a maximum annual contribution of \$2,000.00 for 2011-2012 and \$2500.00 for 2012-2013.

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

#### MISCELLANEOUS

Travel Reimbursement: A Coordinator shall be eligible for the normal mileage reimbursement in accordance with School Board Policy Number 302 for travel out of the district. A stipend of \$135.00 per month will be paid to the Coordinator for all district travel. The monthly allowance will increase 3% per year, effective July 1, 2008.

Professional Dues: The School District shall pay the Coordinator'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 Coordinator 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, Coordinators 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, 2009~~ ~~June 30, 2011~~ July 1, 2011 – June 30, 2013.

Date of adoption: \_\_\_\_\_

In Witness Whereof, the parties have executed this Agreement as follows:

\_\_\_\_\_  
Assessment and Evaluation Coordinator

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

	<u>2011-12</u>	<u>2012-13</u>
Lloyd Komatsu	\$96,033	\$98,914

- Does not include ~~\$0.00—\$3,000.00 for 2009-10, and \$0.00—\$3,500.00 for 2010-11~~ \$0.00 - \$3,500.00 per fiscal year, of Pay for Performance in accordance with the Basic Compensation language on Pay for Performance as outlined in this policy.

MEMORANDUM OF UNDERSTANDING  
Between Forest Lake Area School District #831  
and the Assessment and Evaluation Coordinator

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 AGREE TO THE STATEMENT FOUND IN THIS Memorandum of Understanding:

\_\_\_\_\_  
Assessment and Evaluation Coordinator

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2010~~ 2012

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2010~~ 2012