



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

June 26, 2014

AGENDA ITEM: 9.7

TOPIC: APPROVE ACTIVITIES DIRECTOR EMPLOYMENT POLICY

BACKGROUND: A new employment policy has been created for the Activities Director effective July 1, 2014.

PROCESS: This employment policy is modeled after the principals' agreement.

RECOMMENDATION: Administration recommends approval of the 2014-2015 Activities Director employment policy.

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota 55025

ACTIVITIES DIRECTOR

TERMS AND CONDITIONS OF EMPLOYMENT

Effective July 1, 2014 through June 30, 2015

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 Aaron Forsythe, who agrees to perform the duties of Activities Director (herein after referred to as "Director") employed by the Forest Lake School District during the duration of the Policy.

DUTY YEAR

Duty Days: The School District shall establish the calendar and Director's duty days for each school year, and the Director 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 Director's duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period, and shall include paid vacation as established in this document.

Holidays: The Director 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: The Director will receive twenty-five (25) vacation days per year. Vacation days shall be scheduled subject to the approval of the Superintendent or designee. The Director shall be permitted to carry over a maximum of forty (40) days from one contract year to another. If the Director is carrying over the maximum number of days from one year to another, he may be compensated for up to five (5) additional days that would otherwise be lost at the Director's daily rate of pay as calculated by dividing the annual salary rate by 223. The Director shall notify the Superintendent or designee in writing, at least three (3) days prior to the date for intended use of such vacation days requested. The Director is responsible for ensuring adequate backup plans during the absence.

Upon termination of employment, the Director shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. The daily rate for said vacation days shall be determined by dividing the annual salary rate by 223.

In the event of the death of the Director during the duty year, the Director's beneficiary shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. 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 determined by dividing the annual salary rate by 223.

BASIC COMPENSATION

Contract Year: The Director shall be compensated for each contract year pursuant to Appendix A attached hereto.

Pay For Performance: For purposes of this article, the Director will receive two performance conferences and one written evaluation during each contract year. If the Director is dissatisfied with the assessment for pay for performance, he may request that the superintendent review the assessment.

- A. Performance Factor: This factor compensates the Director administrators for general performance of responsibilities based on an evaluation of the Director's job description. The range of this factor may be up to \$1,025.00 for each contract year.
- B. Focused Objective Factor: This factor is based upon three or more mutually agreed upon goals, which includes one goal directed toward personal

improvement of leadership skills. This process or system of improvement shall be at the discretion of the Superintendent following consultation with the Director. In the event that training or seminar attendance is required by the Superintendent as part of the growth plan, it shall be paid by the School District. The range of compensation for the focused objective factor may be up to \$3,075.00 for each school year. This compensation will be equally distributed among the goals, unless a change in the distribution is mutually agreed upon by both parties. For purposes of this article, the Director will receive two performance conferences and one written evaluation during each contract year. If the principal or assistant principal is dissatisfied with the assessment for pay for performance, he/she may request that the superintendent review the assessment. This subdivision is not subject to the grievance procedure.

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 Director employed by the School District who qualifies for and is enrolled in the plan. A Director 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 Director 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 Director 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 Director'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. The Director's Health Care Reimbursement Plan Account shall be credited with \$1020.00 per contract year in equal installments beginning with the first pay date, until modified by a subsequent agreement. This contribution shall be made, for a Director who participates in the District's group Health and Hospitalization insurance plan, into the vested portion of the employee's HRA funds integrated with that Plan. If the Director does not participate in the District's group Health and Hospitalization Plan, this contribution will be made into the employee's Retirement Health Care Savings Account in addition to the contribution listed in below.

Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby the District will contribute \$1,000/year into the Director's RHCSA.

Income Protection Insurance: The School District shall deduct from the Director's paycheck the premium for the current long-term disability plan in effect in the school district for which the Director is qualified. This deduction shall be made in after-tax dollars. The Director shall participate in the district long-term disability policy coverage. The current plan for the Director shall equal 2/3 of the Director'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 Director 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 Director with a \$250,000 (double indemnity and dismemberment) term life insurance policy. The premium shall be paid in full by the School District. The Director may purchase, at his own expense, supplemental life insurance subject to insurance carrier offering.

Dental Insurance: The School District will provide the Director with single and dependent dental insurance coverage to the Director employed by the school district who qualifies for and is enrolled in the plan. If the Director elects only single coverage, the difference in cost between single and dependent coverage will be contributed to the Director's 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.

Survivor Benefits: In the event that the Director dies while in the employ of the School District, the deceased Director's dependent spouse and children shall be eligible for continued District paid group health and dental insurance benefits for a period of one year following the death of the Director. The amount of School District contribution for these benefits will be that amount prescribed in this article of this Agreement at the time of the death of the Director. All the provisions of this section shall be pursuant to M.S. § 62A.146, all other State and Federal statutes and any accrued benefits in the Health Care Reimbursement Plan.

LEAVES OF ABSENCE

Sick Leave: The Director shall be able to carry all previously-earned sick leave while in the District's employ forward upon assuming the Director role. The Director 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.

Sick leave pay shall be allowed by the School District whenever a Director'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 Director 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 Director 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 Director 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 illness involving the principal's spouse, parent, or child who is under 18 years of age or under 21 years of age and is still attending a secondary school. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

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

Bereavement Leave: In the case of death in the "immediate family" ("immediate family" shall mean the Director's spouse, child, parent, or parent-in-law), up to five (5) days will be allowed per death without deduction in pay. In the case of death in the "close family" ("close family" shall mean the Director's brother, sister, brother-in-law, sister-in-law and grandchildren), up to two (2) days will be allowed per death without deduction in pay. Bereavement days granted under this provision shall not be deducted from sick leave. The particular amount of leave permitted under this section shall be at the discretion of the Superintendent depending upon the circumstances surrounding the death.

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

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

The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the supervisor and submitted to the School Board for its action. In recommending to the School Board the date of commencement and duration of the leave or the

effective date of the resignation, the supervisor shall review each case on its individual merit taking into consideration the following:

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

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

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

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

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

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

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

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

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 Director's sick leave balance.

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

Medical Leave: A Director who is unable to perform the duties of the position 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.

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

Insurance Application: A Director 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 Director 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 Director 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 Director serves on jury duty pursuant to this Section, the School District will compensate the Director for the difference between his/her regular salary and the amount received as jury duty pay.

SEVERANCE

Unused Sick Leave Account for Medical Reimbursement After Separation from Service: A full-time Director who is at least fifty-five (55) years of age and who has completed at least ten (10) years of actual service with the School District will be eligible for an unused sick leave account for medical reimbursement. At separation of service, the value of any sick leave days over one hundred and five (105) days shall be placed in an unused sick leave account. This account may not exceed one hundred one hundred fifteen (115) days. The number of unused sick leave days will be computed as of June 30 in the school year during which separation of service is requested. The reimbursement value for the account shall be one-half of the Director's daily rate of pay for each day in the unused sick leave account. To qualify for the terms of this provision at the end of a given year, an employee must give the School District notice of separation of service in writing no later than February 1 of said year, or a mutually-agreed upon date.

The school district shall contribute the employee's severance pay as calculated in this term 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).

Severance Pay Death Benefit: In the event of the death of a Director, at the time of death, met the eligibility requirements for severance but had not submitted a resignation; an amount equal to the benefit available shall be paid to that Director's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to the Director's estate.

MATCHING 403(b) PLAN

Eligibility: The Director who 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 Director's annual contribution up to a maximum annual contribution of \$3000.00 for each contract year.

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

MISCELLANEOUS

Travel Reimbursement: The expense allowance for out-of-District travel shall be paid pursuant to School District policy. A monthly stipend will be paid to the Director all in-district. The monthly allowance shall be consistent with the monthly stipend listed in the Principals' unit collective bargaining agreement for the rate associated with the Senior High School Principal.

Professional Dues: The School District shall pay the Director'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 Director 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, the Director shall attend other State conferences and workshops in the areas of the 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

Term: This Policy shall remain in full force and effect for a period commencing on July 1, 2014 – June 30, 2015.

APPENDIX A

2014-2015

Aaron Forsythe	\$105,552
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- Does not include \$0.00 - \$4,100.00 per fiscal year, of Pay for Performance in accordance with the Basic Compensation language on Pay for Performance as outlined in this policy.