

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

ICE ARENA MANAGER

TERMS AND CONDITIONS OF EMPLOYMENT

~~July 1, 2013 through June 30, 2015~~

July 1, 2015 through June 30, 2017

INTRODUCTION

This Policy has been adopted by the School Board of Independent School District #831 (herein referred to as the School Board or School District) covering the terms and conditions of employment for the Ice Arena Manager (herein after referred to as Manager) 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 Manager's duty days for each school year, and the Manager 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 Manager's duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period unless otherwise stipulated in Appendix A.

HOLIDAYS

The Manager will have the following eleven (11) paid holidays each year:

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

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

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

VACATION

Eligibility: The following vacation benefits shall apply to the Manager who is regularly employed on a twelve (12) month basis. A Manager who is permanently employed for less than 52 weeks per year shall be entitled to pro-rata vacation benefits.

Vacation Accrual: Shall be 20 days per annum.

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

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

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

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

MATCHING 403B PLAN

Eligibility: A full-time Manager who is employed by the School District and is participating in the School District's 403B plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to provisions contained in this article and the School District 403B Plan documents. The School District will match the amount of the annual contribution up to \$1,000 per year and in increments to be set by the plan documents:

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

BASIC COMPENSATION

Policy Year: The Manager shall be compensated for the 2015-16 and 2016-17 fiscal years pursuant to Appendix A attached hereto. The Manager shall use direct deposit.

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

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

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

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

The Manager shall be eligible to receive up to \$2,000 for Pay for Performance for the ~~2013-14 and 2014-15~~ 2015-2016 fiscal years only. Pay for Performance shall be allocated as follows:

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

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

GROUP INSURANCE

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

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

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

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

Income Protection Insurance: The School District shall deduct from the Manager's paycheck the premium for the current long-term disability plan in effect in the school district for which the Manager is

qualified. This deduction shall be made in after-tax dollars. The Manager shall participate in the district long-term disability policy coverage. The current plan shall equal 2/3's of the Manager's regular salary.

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

Term Life Insurance: ~~The School District will provide the permanently employed Manager with a \$100,000 (double indemnity and dismemberment) term life insurance policy, the premium to be paid in full by the School District. Effective July 1, 2014, the School District will provide the permanently employed Manager with a \$200,000 (double indemnity and dismemberment) term life insurance policy, the premium to be paid in full by the School District.~~

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

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

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

Continued Coverage: Upon termination of employment it is the responsibility of the Manager 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 Manager's right to continue participation in such group insurance, however, shall be in accordance with state law.

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

LEAVES OF ABSENCE

Sick Leave: The full-time Manager shall earn sick leave at the rate of twelve (12) days for each year (1.00 day/month) of service in the employ of the School District.

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

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

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

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

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

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

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

Upon the request of a Manager who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the Manager's regular rate of pay to the extent of the Manager's accrued sick leave. Upon full utilization of accrued sick leave, the Manager shall receive only the Workers' Compensation benefits.

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

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

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

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

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

The Manager 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 Manager shall submit a written request to the supervisor for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, the Manager 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 Manager 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 Manager.
2. The specific employment duties of the Manager involved.
3. The health and welfare of the Manager or unborn child.
4. The recommendation of the Manager'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 Manager 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 Manager 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 Manager and the School District.

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

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

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

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

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

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

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

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

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

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

a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment shall be terminated.

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

Unpaid Leave: The Manager may request an unpaid leave of absence under School Board Policy.

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

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

Jury Duty: The Manager who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event the Manager serves on jury duty pursuant to this Section, the School District will compensate the Manager 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 a Manager who is permanently employed.

PROBATIONARY PERIOD

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

MISCELLANEOUS

Mileage Expense: Mileage will be paid to the Manager for all travel according to school board policy.

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

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

DURATION

Terms and Reopening Policy: This Policy shall remain in full force and effect for a period commencing on ~~July 1, 2013 through June 30, 2015~~ July 1, 2015 through June 30, 2017.

Appendix A

ICE ARENA MANAGER'S SALARY

	<u>2013-14</u>	<u>2014-15</u>
	\$54,000	\$55,890
<u>Michael Elam</u>	<u>effective August 11, 2014</u>	<u>prorated \$49,655.87</u>

~~In addition to the above base salary, an additional Pay for Performance \$0 - \$2,000 for 2013-14 and for 2014-15 will be available.~~

	<u>2015-16</u>	<u>2016-17</u>
	\$60,890	\$67,890

In addition to the above base salary, an additional Pay for Performance \$0 - \$2,000 for 2015-16 will be available. Pay for Performance will no longer be available effective July 1, 2016.