



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

**August 18, 2016**

**AGENDA ITEM: 3.4**

**TOPIC: RATIFY EARLY CHILDHOOD PROGRAMS COORDINATOR  
TERMS AND CONDITIONS OF EMPLOYMENT  
August 5, 2016 through June 30, 2017**

**BACKGROUND:** This agreement expired June 30, 2015.

**PROCESS:** The school district and the Early Childhood Programs Coordinator have agreed to the attached employment agreement for the time period from August 5, 2016 through June 30, 2017.

**RECOMMENDATION:** Administration recommends approval of this agreement.

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

**EARLY CHILDHOOD PROGRAMS COORDINATOR**

**TERMS AND CONDITIONS OF EMPLOYMENT**

August 5, 2016 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 Early Childhood Programs Coordinator (Coordinator) 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 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 unless otherwise stipulated in Appendix A.

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 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
12. Floating Holiday

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 supervisor.

VACATION

Eligibility: The following vacation benefits shall apply to the Coordinator who is regularly employed on a twelve (12) month basis. A Coordinator who is permanently employed for less than 52 weeks per year shall be entitled to pro-rata vacation benefits. The Superintendent may authorize placement at a higher rate of accrual for a new employee at the time of initial employment, not to exceed the rate of 25 days per year.

Vacation Accrual:

After 1 year of service on July 1	13 days (accrued at $\approx$ 1.08 days/month)
After 3 years of service on July 1	18 days (accrued at $\approx$ 1.5 days/month)
After 6 years of service on July 1	21 days (accrued at $\approx$ 1.75 days/month)
After 10 years of service on July 1	25 days (accrued at $\approx$ 2.08 days/month)

New Employees: A new employee, during his/her first year of service, shall accrue vacation benefits at the rate of thirteen-twelfths of a day per month for each full month of service in the School District and may take such accrued vacation as of July 1 according to the scheduling rules. An employee with a commencement date of employment prior to January 1 shall count such partial year as a full year of service when calculating the next year's vacation benefits, and thereafter advance regularly on the schedule.

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

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

In the event of the death of the Coordinator during the duty year, the 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 260 days less holidays and accrued vacation days during the last year of employment.

Termination: A Coordinator who resigns before completing twelve (12) months of service in this position 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 Coordinator 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 403(b) PLAN

Eligibility: A full-time Coordinator who is employed by the School District and is participating in the School District's 403(b) plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. §356.24 according to provisions contained in this article and the School District 403(b) Plan

documents. The School District will match the amount of the annual contribution up to the amount as determined by the following schedule and in increments to be set by the plan documents:

The school district will match the amount of the Coordinator's annual contribution up to the amounts as determined by the following schedule and in increments to be set by the plan documents:

Years of service in School District	Amount of matching annual contribution
2-4	\$1,000.00
5-9	\$1,500.00
10-14	\$2,000.00
15 and thereafter	\$2,500.00

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.

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

## BASIC COMPENSATION

Policy Year: The Coordinator shall be compensated pursuant to Appendix A attached hereto. The Coordinator shall use direct deposit.

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 Coordinator 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 Superintendent. The Pay for Performance process will be at the discretion of the Superintendent following consultation with the Coordinator.

The Coordinator shall be eligible to receive up to \$3,200 per agreement year. Pay for Performance shall be allocated as follows:

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

For purposes of this section, the Coordinator will receive two (2) performance conferences and one (1) written evaluation during the agreement year.

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 Coordinators 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 Coordinator 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.

Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will provide reimbursement for hospital-medical and dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan. The maximum contribution to the Plan by the employer on behalf of each eligible member shall not exceed \$480.00 for the contract year. Eligibility shall be governed by the Group Insurance eligibility rule below.

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's long-term disability policy coverage. The current plan shall equal 2/3's 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 a waiver of premiums. A 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 permanently employed Coordinator 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 Coordinator 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 Coordinator 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 Coordinator's right to continue participation in such group insurance, however, shall be in accordance with state law.

Survivor Benefits: In the event that the Coordinator dies while in the employ of the School District, the deceased Coordinator'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 Coordinator shall earn sick leave at the rate of fifteen (15) days for each year (approximately 1.25 days/month) of service in the employ of the School District.

Unused sick leave days may accumulate to a maximum credit of 280 days of sick leave for the full-time Coordinator.

Sick leave pay shall be allowed by the School District whenever the 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 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 Coordinator'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.

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

Upon the request of a Coordinator 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 Coordinator's regular rate of pay to the extent of the Coordinator's accrued sick leave. Upon full utilization of accrued sick leave, the Coordinator shall receive only the Workers' Compensation benefits.

The Coordinator 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 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 pay shall not accumulate during a period of time when the Coordinator is on unpaid leave or long-term disability.

Bereavement Leave: In the case of death in the immediate family (immediate family shall mean the Coordinator'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 Coordinator'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 Superintendent depending upon the circumstances surrounding the death.

Medical Leave: A permanently employed Coordinator who has completed at least three (3) years of service in this position 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 Coordinator pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

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

Child Care Leave: The Coordinator is eligible for Child Care Leave consistent with State and Federal statutory provisions.

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 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 Coordinator 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 Coordinator 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 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.

#### MISCELLANEOUS

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

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

Moving Expenses: The School District agrees to reimburse the Coordinator for moving expenses not to exceed \$2,500 who meet the following criteria:

1. The Coordinator must be moving to District #831 from another school district.
2. The Coordinator must be purchasing a home in which to live located in District #831.
3. The Coordinator 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.
4. The Coordinator must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

DURATION

This Policy shall remain in full force and effect for a period commencing on the effective date indicated herein through June 30, 2017.

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

\_\_\_\_\_  
 Bethany Hardy  
 Early Childhood Programs Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
 Rob Rapheal  
 School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
 Gail Theisen  
 School Board Clerk

\_\_\_\_\_  
Date

Appendix A

EARLY CHILDHOOD PROGRAMS COORDINATOR'S SALARY

2016-2017 – Full Annual Rate (Prorated for Partial Year)

\$77,000

If the Early Childhood Programs Coordinator holds administrative licensure:  
Full Annual 2016-2017 Salary rate: \$83,000