

# DEFINING EXCELLENCE

# Guidebook for the Superintendent's Advisory Council employees

of

**Edina Public Schools** 

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## 1. PURPOSE

These benefits for employee who are classified under the Superintendent's Advisory Council ("SAC") have been approved by the Board of Education of Independent School District No. 273, Edina Public Schools ("Employer").

No provision of this guidebook itself is intended to create a contract between the Employer and employee, or to limit the rights of the Employer. This guidebook is a general statement of policy, to be modified and applied by the Employer at its discretion.

## 2. WORK YEAR

## 2.1 Duty Days

An employee works all calendar days, except those designated as holidays by the District.

## 2.2 Holidays

An employee is entitled to paid holidays each calendar year as designated by the Employer.

## 2.3 Vacation

An employee receives 25 vacation days.

An employee may carry forward up to 25 vacation days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of a school year.

An employee who (1) provides proper notice, as determined by the Employer, when leaving employment and (2) is not being terminated/non-renewed for cause will receive reimbursement for remaining unused vacation days, based upon the unused accrual at the time of employment termination.

## **2.4 Attendance at Conferences on Weekends**

When attending conventions or other professional meetings as requested by the Employer, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's work week when weekend meetings or travel occur. employee

# 3. CALCULATION OF EMPLOYEE'S DAILY RATE OF PAY

To determine an employee's daily rate of pay, the employee's annual base salary is divided by 229.

## 4. BENEFITS

## 4.1 Health and Welfare Benefits

The Employer will provide a full-time employee with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of an employer for benefits is governed by the terms of the master insurance contracts between the Employer and the insurers providing coverage.

#### 4.1.1 Life Insurance Benefit

An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the whole number of thousands of the employee's basic annual salary. The Employer pays the entire premium for this coverage.

An employee may apply for supplemental coverage in an amount up to the whole thousands of the employee's basic annual salary. Premiums for this coverage will be paid by the employee through payroll deduction.

An employee who elects to take the maximum supplemental coverage will receive an additional employer-paid supplemental coverage in an amount equal to another one times the whole number of thousands of basic annual salary in addition to the amount described in the paragraph above.

An employee may apply for supplemental group term life insurance coverage for a spouse or dependent child as stipulated in the additional life insurance certificate. Premiums for this coverage will be paid by the employee through payroll deduction.

If the Employer changes the life insurance carrier, no reduction in the dollar value of the payable benefit will occur.

## 4.1.2 Accidental Death and Dismemberment Insurance Benefit

An employee is eligible for accidental death and dismemberment coverage in whole thousands to an amount equal to four times the whole number of thousands of the employee's basic annual salary. The Employer pays the entire premium for this coverage.

#### 4.1.3 Long-Term Disability Insurance Benefit

The Employer will provide income protection insurance for each employee in the amount of twothirds (2/3) of the employee's basic salary up to a maximum benefit of \$10,000 per month. Payments begin after 65 days of continuous absence due to disability and (1) continue to age 70; or (2) if the disabling event occurs after age 70, payments will occur for 12 months; or (3) if the disabling event occurs prior to age 70 but continues after age 70 and the employee has not received 12 months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age 65 according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with Social Security. The Employer pays the entire premium.

An employee receiving long-term disability insurance benefits remains eligible for the Employer contribution for hospitalization-medical insurance.

#### 4.1.4 Hospitalization-Medical Insurance

Participation in the medical insurance programs is voluntary. The Employer will contribute the amount designated in the appendix toward the monthly premium of each full-time employee enrolled in the coverages available.

An employee will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled. If the Employer contribution exceeds the premium the excess will be paid in salary to the employee.

#### 4.1.4 Dental Insurance

The Employer will provide a dental insurance program for a full-time employee. Participation in this program is voluntary. The Employer will contribute up to the amount designated in the appendix toward the monthly premium for each employee enrolled in the coverages available.

An employee enrolled in the program will contribute through payroll deduction, any excess of monthly premium over the Employer contribution toward the type of coverage for which the employee is enrolled.

#### 4.1.5 Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

## **4.2 Professional Benefits**

## 4.2.1 Professional Organizations

Membership in professional organizations may enhance an employee's ability to exercise educational leadership within the school district. When the Employer requests an employee to belong to a professional organization, either for a specific fiscal year or on a continuing basis, the Employer will reimburse the employee for fees paid by the employee.

The Employer will pay the membership fees for each employee for a minimum of one approved national organization and a minimum of one approved state organization. Employee's selection of a state or national organization is subject to approval by the Superintendent.

#### 4.2.2 Meetings in Pursuit of District Interests

The Employer will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the district.

#### 4.2.3 Professional In-service

An employee will be reimbursed for expenses incurred for Employer-approved attendance at local, state, and national conventions, conferences, workshops, seminars and institutes.

#### 4.2.4 Professional Hazards Loss

An employee who incurs loss of or damage to personal property as a result of student, employee or parent vandalism may submit a written request for reimbursement to the Superintendent. The Employer will consider each request for reimbursement on its own merits. Any reimbursement will be reduced by the amount of any insurance claims and restitution received.

#### 4.2.5 Automobile Allowance

Approved mileage for travel outside the district is reimbursed at the current IRS mileage rate established by the Employer. When an employee is requested to represent the district at a meeting or to visit a site beyond the district, the Employer will reimburse the person at the current per mile rate.

#### 4.2.6 Civic Organizations Membership

The Employer will pay all membership and related expenses for local civic organizations for which the employee represents the district. The memberships must be preapproved by the Superintendent.

#### 4.2.7 Technology Allowance

An employee will be eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400 or a portion there of, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carry over this allowance, up to \$2000.

Use of funds may include but are not limited to hardware/software for professional use that will mutually benefit the district and employee.

The technology allowance will not be distributed in salary or payout to an employee.

## 5. LEAVES OF ABSENCE

## 5.1 Basic Leave

#### 5.1.1 Basic Leave Allowance

An employee receives 18 days of basic leave allowance annually on July 1. A newly hired employee will receive a one-time basic leave allowance of 35 days in addition to the amount granted above annually. An employee who is hired or whose employment is terminated will have the basic leave allowance prorated for partial fiscal years of service. Unused basic leave may accumulate without limit.

## 5.1.2 Appropriate Uses of Basic Leave Allowance

A. <u>Employee Illness</u>. An employee may use one day of accumulated basic leave for each day of personal illness.

An employee who has been absent may be required to present a statement to the Human Resources department verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five consecutive working days may be required to present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

B. <u>Family Illness or Bereavement Leave</u>. An employee may use basic leave allowance provided for absences due to an illness or injury to the employee's dependent child ("child") for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave allowance for the employee's own illness or injury.

For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or others required per state law. When a physician certifies that in-home care is essential because of illness or injury of the employee's spouse, the employee may deduct a reasonable number of days from accumulated basic leave allowance at no salary deduction.

For absence because of death in the family, the employee may deduct a reasonable number of days per incident from accumulated leave at no salary deduction.

For absence because of the death of friends or relatives outside the family, the employee may deduct a reasonable number of days from accumulated basic leave at no salary deduction.

C. <u>Personal Business Leave</u>. For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a fiscal year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the employee's immediate supervisor in writing at least three duty days in advance, except in cases of extreme emergency.

## D. Religious Observance Leave

Up to three days leave are available to an employee for religious observance. These days must be recognized religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from the employee's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

#### E. Basic Leave Coordination with Workers Compensation Benefits

Basic leave benefits are coordinated with any received workers compensation benefits. The total pay received by the employee from all sources does not exceed the employee's regular daily rate of pay. The employee's basic leave will be deducted the amount necessary to bring the employee to the regular daily rate of pay.

## 5.2 Sick Leave Pool

A sick leave pool for employees who have exhausted their basic leave has been established. To access this pool, contact human resources for more information.

The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work 65 consecutive work days. After 65 consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool, but may be eligible for LTD, as determined by the Employer's carrier.

## 5.3 Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent or designee.

## 5.4 Parenting Leave

An employee may be granted a full-time leave of absence without pay for a period of up to 12 months for the purpose of providing care for a newborn or newly-adopted child or children. Whenever possible, written application for such leave will be submitted to the human resources department at least four months prior to the expected commencement of the leave.

Parenting leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an employee, parenting leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parenting leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

An employee may return to work prior to the date designated in the approved parenting leave only if approved by the Employer in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the Employer.

An employee returning from parenting leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified. Following return to work, the employee will be credited with the amount of his or her unused basic leave.

An employee on parenting leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the selected insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance.

Any period of parenting leave taken under this provision is used simultaneously with any applicable period of leave for which the employee is eligible under state and federal leave acts.

## 5.5 Judicial Leave

An employee who is subpoenaed or called for jury duty will be compensated for the difference between regular pay and pay received for the performance of such obligation.

# 6. RETIREMENT AND RETIREMENT PLANNING

## **6.1 Benefits Continuation**

#### 6.1.1 Eligibility and Continuation

- A. <u>Eligibility</u>. In order to be eligible to continue the benefits defined in this Section 6.1.1, an employee must: (1) have a minimum of 10 full years of service; (2) be employed full-time at the time of separation of service; (3) be 50 years of age or older; (4) not be returning to employment with the Employer; and (5) not being discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer.
- B. <u>Benefit Continuation</u>. An employee who meets the eligibility in Section 6.1.1 is eligible, upon terminating employment with the Employer, to continue to participate in the Employer's life, dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

## 6.1.2 Continuation with Employer Contribution for Employees Employed Before July 1, 2010

- A. <u>Eligibility</u>. In order to be eligible for an Employer contribution toward benefits, an employee must: (1) have a minimum number of full years of service as per the schedule in 6.1.2 B; (2) be employed full time at the time of retirement; (3) not be returning to employment with the Employer; (4) be 55 years of age or older; (5) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer; and (6) be employed by the Employer prior to July 1, 2010 under a Master Agreement or guidebook that contained post-retirement benefits continuation language and have no break in employment with the Employer.
- B. <u>Benefit Continuation for Medical and Dental Insurance</u>. An employee who meets the eligibility in Section 6.1.2 is eligible, upon terminating employment with the Employer, to continue to participate in the Employer's dental and medical insurance at the Employer's expense based on the schedule below. The Employer premium contribution for a retired employee will be limited to the contribution rate for single coverage unless the retired employee participated in the single plus one or dependent coverage immediately preceding retirement. The Employer premium contribution will also be limited to the contribution rate for single coverage upon the death of the retired employee's spouse. All Employer premium contributions will cease on the earliest of the following events: (1) the death of the employee, or (2) the expiration of eight years from the effective date of the employee's retirement.

Years of Completed Service	Number of Years
7-9 Years	7 years
10+ Years	8 years

If the retired employee becomes eligible for Medicare benefits and the expiration of the benefit years from the effective date of the employee's retirement has not occurred, then the Employer will reimburse the retired employee for Medicare insurance and a Medicare supplement for both the retired employee and spouse not to exceed the single, single plus one, or family contribution rate for an active employee as eligibility for these contributions is defined in the above paragraph. When the retired employee or spouse is eligible for Medicare benefits, the non-eligible retired employee or spouse may remain on the Employer health insurance plan until the employee/spouse becomes eligible for Medicare benefits. At no time can the Employer contribution exceed the single, single plus one, or family contribution rate for an active employee to the retired employee's election on the effective date of retirement.

C. <u>Benefit Continuation for Life Insurance</u>. An employee (1) who retires after age 55; (2) qualifies for the retirement incentive in Section 6.2; and (3) has worked at least 20 years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

Option 1: \$50,000 of life insurance through age 89. To qualify for \$50,000 of paid up coverage, an employee must have \$50,000 or more in basic life insurance immediately prior to retirement and maintain at least \$50,000 of coverage during retirement at the employee's

expense until age 65. When the retiree reaches age 65, \$50,000 of coverage will remain in force with no further premiums payable through age 89.

Option 2: The employee may continue any coverage in force until age 70 by continuing to pay the full premium.

## **6.2 Early Retirement Payment**

## 6.2.1 Eligibility

To be eligible for the early retirement payment described below, an employee must (1) be retiring after age 50; (2) have been a full-time employee of the Edina School District for a minimum of consecutive full years as per the schedules below; (3) not be returning to employment with the Employer; and (4) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer. If an active employee or retiree who qualifies for the early retirement payments dies before applying for or receiving all payments, the amount the employee would have received is paid to the deceased employee's estate.

## 6.2.2 Deadline for Application

Application for early retirement payment for retirement on June 30 must be submitted to the human resources department by February 1.

## 6.2.3 Distribution of Early Retirement Payment

An employee, who is eligible for the early retirement payment, will receive payment in two installments. The first payment will be on the last day of the month the employee retires in an amount equal to two-thirds (2/3) of the early retirement payment amount. The remaining one-third (1/3) will be paid the following January 15.

The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the employee's 403(b) account as calculated in Section 6.2.

## 6.2.4 Calculation of Early Retirement Incentive Payment

An employee will receive an early retirement incentive payment in an amount described below. The daily rate of pay is calculated from the last year of full-time service. The number of days for the early retirement incentive payment calculation is listed below.

Years of Completed Service	Number of Days
7-9 Years	91 days
10+ Years	114 days

#### 6.2.5 Calculation of Basic Leave Conversion Payment

In addition to the early retirement incentive payment, an employee will receive a basic leave conversion for unused basic leave days, in an amount described below. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the employee. The number of duty days and the daily rate of pay are calculated from the last year of full-time service.

Years of Completed Service	Maximum Number of Days
7-9 Years	88 days
10-14 Years	92 days
15-19 Years	95 days
20 or More Years	97 days

## 6.3 Contribution to Health Reimbursement Account ("HRA")

6.3.1 For Employees hired after August 1, 2013:

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- 1. The Employer makes an annual contribution into an HRA in accordance with Schedule A for the first 10 years of an employee's employment, with a maximum total Employer contribution of up to \$90,000 throughout an employee's career.
- 2. The District's contribution to the HRA for employees hired after August 1, 2013, does not vest with the employee until the employee has been employed seven consecutive years by the Employer. Upon an employee's departure from the Employer, contributions not vested revert back to the Employer.
- 3. The Employer retains control of any HRA contributions on behalf of an employee until those funds have vested. The Employer remain responsible to invest any funds and pay associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- 4. The Employer deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule A (Employees hired after 8/1/2013)		
Year 1	\$2,500	
Year 2	\$2,500	
Year 3	\$2,500	
Year 4	\$2,500	
Year 5	\$5,000	
Year 6	\$5,000	
Year 7	\$10,000	
Year 8	\$15,000	
Year 9	\$20,000	
Year 10	\$25,000	

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## 6.3.2 For Employees hired after July 1, 2010 and on or before August 1, 2013:

- 1. The Employer makes an annual contribution into an HRA in accordance with Schedule B throughout the next eight years of an employee's employment, with a possible total Employer contribution of up to \$90,000 throughout an employee's career.
- 2. The District's contribution to the HRA for the employees hired after July 1, 2010 and on or before August 1, 2013, does not vest with the employee until the fifth year of contribution. Contributions not vested revert back to the Employer.
- 3. The Employer retains control of any HRA on behalf of an employee until those funds have vested. The Employer remains responsible to invest any funds and pay any associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- 4. The Employer deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule B (Employees hired after 7/1/2010 and before 8/1/2013)		
Year 1	\$5,000	
Year 2	\$5,000	
Year 3	\$5,000	
Year 4	\$5,000	
Year 5	\$10,000	Vested
Year 6	\$15,000	
Year 7	\$20,000	
Year 8	\$25,000	

# 6.4. TAX-DEFERRED MATCHING CONTRIBUTION PLAN

An Employer contribution is payable to an employee's tax-deferred matching contribution plan, subject to the following sections.

# 6.4.1 Approved Plan

The employee's tax-deferred matching contribution plan must be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) and any amendments thereto.

# **6.4.2 Matching Salary Deduction**

The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount the employee is eligible to receive under Section 6.3.

## 6.4.3 Employer Contribution

The Employer contribution will be up to three percent of the employee's annual base salary with a maximum Employer contribution as designated in the Appendix. The Employer's contribution will not affect base salary.

## 6.4.4 Employee and Employer Contribution

The Employer contribution and matching employee's contribution will be made to a districtapproved company of the employee's choice, subject to Section 6.1. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

# 7. STRATEGIC ACTION PAY INCENTIVE

The awarding of strategic action pay incentive for exceptional achievement, performance, and goal attainment may be available to an employee as established by the Employer. At the beginning of each fiscal year, the Superintendent and the employee will agree on the employee's strategic actions or goals for the fiscal year. The goal's measurement of progress will be based on criteria determined by the Superintendent. Any pay incentive may vary based on budgetary restrictions and significance of criteria achieved. The Superintendent has the sole discretion to decide what, if any, of strategic action or goal is achieved.

# 8. EMPLOYMENT STATUS

An employee whose employment is subject to the provisions of Minnesota Statutes, Section 122A.40 may achieve non-probationary, continuing contract status. All other employees are employed on a yearly contract basis.

#### Appendix

Type of	Effective	Effective
Coverage	07/01/20	01/01/21
Single	\$593	\$625.92
Single + One	\$1263	\$1342.88
Family	\$1664	\$1764.06

#### Health Insurance Contribution towards Employer's Insurance:

#### **Dental Insurance Contribution towards Employer's Insurance:**

Type of	Effective
Coverage	07/01/20
Single	\$40
Single + One	\$75
Family	\$121

#### **Strategic Action Pay Incentive:**

The total of strategic action pay incentives paid to an employee achieving their strategic actions or goals will usually not be less than \$2,160. Any pay incentive may vary based on budgetary restrictions and significance of criteria achieved.

The performance base incentive program has \$2,250 set aside per employee for implementation of this program through meeting department goals and shared administrative team goals.

#### Employer's maximum contribution towards tax-deferred matching contribution: \$4250

#### **Employee's Annual Salaries:**

Assistant Superintendent: \$182,963.00 Director of Business Services: \$181,417.00 Director of Community Education Services: \$145,644.00 Director of Communications: \$130,168.00 Director of Human Resources: \$177,325.00 Director of Media and Technology Services: \$136,894.00 Director of Research and Evaluation: \$107,625.00 Director of Student Support Services: \$150,718.00 Director of Teaching and Learning: \$158,875.00

Approved: 11/16/2021