



NON-AFFILIATED HANDBOOK EXEMPT EXECUTIVE DIRECTORS

Effective July 1, 2024

TABLE OF CONTENTS

EMPLOYMENT GUIDELINES FOR NON-AFFILIATED EXECUTIVE DIRECTOR

EMPLOYEES 3

HOURS OF SERVICE AND DUTY YEAR 3

LEAVES OF ABSENCE 3

HOLIDAYS 6

GROUP INSURANCE 6

OTHER BENEFITS..... 7

OTHER PROVISIONS..... 8

PERSONNEL RECORD 9

DISCIPLINE..... 9

TERMINATION..... 9

RATE OF PAY 9

EMPLOYMENT GUIDELINES FOR NON-AFFILIATED EXECUTIVE DIRECTOR EMPLOYEES

Effective July 1, 2024

These guidelines cover current personnel procedures/practices for employees who are not affiliated with a bargaining unit. **Although we have attempted to address matters of general applicability to non-affiliated employees of District 492, we know that it does not cover every situation that might arise.**

District policies and regulations (see your supervisor) are resources for employees needing additional information about employment policies and procedures.

The District reserves the right to make changes at any time, with or without notice, and to interpret the ***Employment Guidelines for Non-Affiliated Employees*** as well as the District policies and procedures at the discretion of the District. If you have questions, contact your supervisor or Human Resources for more information.

Unless the terms of your employment are modified by express contract, you are an at-will employee and the District reserves the right to terminate your employment at any time without cause. No provision in the ***Employment Guidelines for Non-Affiliated Employees*** is intended to limit the rights of the District in regard to its employees in any manner including discipline and termination of employees, The Handbook is a general statement of policy, to be modified and applied by the District at its discretion. These procedures are not intended as, nor should they be construed as, promise of continued employment. Although assignments to positions are typically for a given period of time, any position may be eliminated, modified, revoked, suspended or terminated in whole or in part, at any time, as the Employer shall see fit. If there are specific differences between the employee's individual contract or policy and this reference guide, the individual contract or policy will generally prevail. If you are not sure whether the contract or this reference guide covers a certain issue, please consult with Human Resources.

HOURS OF SERVICE AND DUTY YEAR

Basic Work Year

The Administrator's duty year shall be for the entire twelve (12)-month contract year as provided in this document. The Administrator's schedule is to be arranged with the Superintendent. The Administrator shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Administrator shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board policy. For purposes of computing the Administrator's daily rate of pay, the number of duty days each contract year shall be 260 days.

LEAVES OF ABSENCE

Sick Leave

Earning

A full-time Administrator shall earn one (1) day of sick leave each month of employment by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the Administrator's work year.

Accumulation

Unused sick leave days may accumulate to a maximum of one hundred (100) days of sick leave per employee.

Use

Sick leave with pay shall be allowed whenever the Administrator's absence is found to have been due to the Administrator's illness and/or disability that prevented the Administrator's attendance at school and performance of duties on that day or days. Also, the Administrator may use accumulated sick leave for family members, pursuant to Minnesota Statutes 181.9413, and the School District will limit such use of sick leave as provided in the statute.

Medical Certificate

The School District may require an Administrator to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an Administrator for sick leave is reserved to the School District. In the event that a medical certificate will be required, the Administrator will be so advised.

Deduction

Sick leave allowed shall be deducted from the accumulated sick leave days earned by the Administrator.

Approval

Sick leave pay may be approved only upon the Administrator's submission of an absence input electronically (Frontline Absence Management/AESOP) upon an immediate sick leave request or in advance (i.e. medical appointment).

Termination

Upon voluntary termination of employment, the Administrator shall be entitled to payment for any unused sick leave days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Administrator on the date of the Administrator's termination (maximum of one hundred (100) days). The Administrator shall receive said payment and place in a separate state-approved 403(b) tax deferred annuity up to the annual maximum Internal Revenue Service (IRS) cap, receive payment in a single lump sum, or split the payment with a portion placed in a separate 403(b) tax deferred annuity and a portion in a cash lump sum to be mutually agreed by the parties. If the Administrator is involuntarily terminated, the Administrator shall not be entitled to unused accrued and earned sick leave days.

In the event the Administrator dies during the term of this Contract, payment of any unused sick leave days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Administrator's at the time of the death, shall be made to the Administrator's survivor or estate.

Workers' Compensation

Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Bereavement Leave

In the event of death in the immediate family (spouse, child, father, mother, father-in-law, mother-in-law, step-parent, sister, brother, step sibling, son-in-law, daughter-in-law, step-child, grandparents, or grandchildren), the employee may be allowed up to a maximum of five (5) days absence.

In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the employee may be allowed up to a maximum of two (2) days absence.

The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.

Family and Medical Leave (FMLA)

FMLA leave shall be granted pursuant to applicable law.

Jury Service

The Administrator 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. The compensation received for jury duty service shall be remitted to the School District.

Military Leave

Military leave shall be granted pursuant to applicable law.

Personal Emergency Leave

The Administrator may be granted paid personal/emergency leave during the contract year at the discretion of the Superintendent. Personal leave is intended to be used to conduct business that cannot be done outside the school day.

Vacation

Eligibility

The Administrator shall earn twenty five (25) days for a year of service.

A maximum vacation accrual of up to fifty (50) days may be carried over year to year.

Allocation

Earned vacation will be allocated to Administrator on a monthly basis at two point zero eight (2.08) days for each month of service of annual paid vacation each contract year. All vacation will be requested electronically through Frontline Absence Management/AESOP, 3 days in advance for District approval.

Termination

Upon voluntary termination of employment, the Administrator shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Administrator on the date of the Administrator's termination. The payment will be made to a qualifying HRA district contribution option. If the Administrator is involuntarily terminated, the Administrator shall not be entitled to unused accrued and earned vacation days.

In the event the Administrator dies during the term of this contract, payment of any unused vacation days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Administrator at the time of the Administrator's death, shall be made to the Administrator's survivor or estate.

Medical Leave

a. The Administrator and School District agree to incorporate by reference and be bound by the provisions of Minnesota Statutes 122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

b. If the Administrator is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to Minnesota Statutes 122A.40, Subd. 12, the Administrator shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Administrator is expected to be able to resume normal responsibilities. The Administrator when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Administrator shall pay the entire premium for such programs as the Administrator wishes to retain for any portion of non-FMLA covered leave. If medical leave of at least one full year is granted pursuant to this section, the Administrator voluntarily waives any right to a leave of absence to which the Administrator might otherwise be entitled pursuant to Minnesota Statutes 122A.40, Subd. 12.

Leave of Absence Without Pay

Requests for leaves of absence without pay may be granted only at the discretion of the Superintendent.

Insurance Application

An Administrator on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Administrator shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the Administrator is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the Administrator must pay the entire premium to the School District for any insurance retained.

Credit

An Administrator who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No credit shall accrue for the period of time that an Administrator was on unpaid leave.

HOLIDAYS

The Administrator shall be entitled to eleven (11) paid holidays each contract year as designated by the School Board as follows: July 4 (1), Labor Day (1), Thanksgiving (2), Christmas (2), New Year's Day (2), Good Friday (1), Memorial Day (1), and Juneteenth.

Weekends

Any holiday that falls during a weekend will be observed on a day established by the School District.

School in Session

The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof. Any legal holiday or any holiday that falls within an Administrator's vacation period shall not be counted as a vacation day.

Application

In order to be eligible for holiday pay, an Administrator must work a regular work day the day before and the day after the holiday unless on an excused leave or on vacation.

GROUP INSURANCE

Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Health and Hospitalization Insurance – LOW DEDUCTIBLE

Two Hundred Fifty Dollar (\$250)/Five Hundred Dollar (\$500) Deductible option. The two hundred fifty-dollar (\$250)/five-hundred-dollar (\$500) deductible single plan option will have an employer School District contribution of ninety-three percent (93%) of the total cost of premium. The two hundred fifty-dollar (\$250)/five hundred (\$500) deductible family plan option will have an employer School District contribution of eighty-seven percent (87%) of the total cost of premium. Any excess premium will be paid by the Administrator through payroll deduction.

Health and Hospitalization Insurance – HIGH DEDUCTIBLE

The high deductible single plan option and high deductible family plan option will have an employee contribution of zero dollars \$0. The School District will contribute fifty percent (50%) of the deductible annually to the Administrator HSA account in quarterly installments.

Dental Coverage

The School District will contribute a sum toward single or family dental coverage not to exceed the full annual cost of a premium for single coverage for the Administrator. Any additional cost of the plan shall be borne by the Administrator

and is paid by payroll deduction. This insurance must be maintained as a selected group insurance. All employees will be required to be members of this group.

Life Insurance

The School District shall provide, at the School District's expense, a group term life insurance plan in the amount of two hundred fifty thousand and (\$250,000.00) for the Administrator, payable to the Administrator's named beneficiary.

Benefit amounts are subject to the terms, conditions, and applicable limits defined by the policies.

Long Term Disability

The School District shall provide, at the School District's expense, long-term disability coverage for the Administrator in the School District's group plan. When on long-term disability, the Administrator will be considered "inactive" for long-term disability purposes and the Administrator shall be able to purchase the health and hospitalization insurance coverage while on long-term disability.

Claims Against the School District

The School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described in this document , and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described in this document..

Duration of Insurance Contributions

An Administrator is eligible for School District contribution as provided in this article as long as the Administrator is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Eligibility

The eligibility of the Administrator, or the Administrator's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section.

Health Insurance Benefit for Retired Administrator

For the Administrator between the ages of fifty-five (55) and sixty-four 64 inclusive, who qualifies and retires under this Article, the School District will contribute ninety-three percent (93%) of the premium for single coverage under the two hundred fifty dollar (\$250) deductible plan and one hundred percent (100%) of the premium for single coverage under the High Deductible plan with an annual fifty percent (50%) deductible contribution to an HSA under the School District's group insurance policy until the Administrator reaches age sixty-five (65). To be eligible for this benefit, the Administrator must have completed a minimum of ten (10) continuous years of service as an administrator in the School District and be a participant in the School District's health and hospitalization insurance plan.

OTHER BENEFITS

Tax Sheltered Annuities

The Administrator will be eligible to participate through payroll deduction in a tax-sheltered annuity plan established pursuant to Section 403(b) of the Internal Revenue Code, Minnesota Statutes 123B.02, Subd. 15,, School District policy and as otherwise provided by law deferred compensation plan in accordance with Minnesota Statutes 356.24. The School District will match the Administrator contributions to such plan or plans on a dollar for dollar basis up to a maximum School District matching contribution of five thousand five hundred dollars (\$5,500.00) per school year. The School District's maximum matching contribution of five thousand five hundred dollars (\$5,500.00) per school year shall be in addition to the salary paid pursuant to paragraph VII, salary, below. APS Approved vendor list is available by contacting the benefits specialist.

Tax-Deferred Saving Plan

The Administrator will be eligible to participate in the Minnesota State Deferred Compensation Plan under Section 457 of the Internal Revenue Code and may make contributions to such plan through payroll deduction.

Conferences and Meetings

The School District shall pay all legally valid expenses and fees for the Administrator’s attendance at area, state and national professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the Superintendent. The Administrator shall advise the Superintendent of all meetings and conferences that the Administrator will be attending and shall periodically report to the Superintendent relative to all meetings and conferences attended. The Administrator shall file itemized expense receipts statements to be processed and approved as provided, by School Board policy and law which includes but is not limited to car rental, lodging and mileage. Reimbursement for out-of-School District work related travel requiring the use of a private vehicle shall be at the Federal IRS mileage rate.

Membership

The School District shall pay the full cost of the Administrator’s membership in all school, service and business related professional or civic organizations as may be approved by the Superintendent. The Administrator shall present appropriate invoices/statements for approval as provided by School Board policy and law.

Cell Phone Stipend

The District shall provide sixty dollars \$60.00/month for the Administrator to help defray costs associated with use of personal cell phone for school business.

OTHER PROVISIONS

Indemnification and Provision of Counsel

In the event that an action is brought, or a claim is made against the Administrator arising out of or in conjunction with the Administrator’ employment, and the Administrator is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

Service Recognition Pay

The Administrator will be considered vested for purposes of this article after seven (7) years of total service with the School District in an administrative position and receive the following Service Recognition amount upon separation of service from the School District for any reason other than gross misconduct or willful or wanton neglect of duty. Beginning, July 1, 2023 the calculation of this benefit will use the 2023-2024 salary.

After Year 7	10%	x 2023-2024 Salary	= Service Recognition Amount
After Year 10	20%	x 2023-2024 Salary	= Service Recognition Amount
After Year 12	24%	x 2023-2024 Salary	= Service Recognition Amount
After Year 14	28%	x 2023-2024 Salary	= Service Recognition Amount
After Year 16	32%	x 2023-2024 Salary	= Service Recognition Amount
After Year 18	36%	x 2023-2024 Salary	= Service Recognition Amount
After Year 19	40%	x 2023-2024 Salary	= Service Recognition Amount
After Year 20	44%	x 2023-2024 Salary	= Service Recognition Amount

The Administrator shall receive the service recognition payout in the year of separation from employment in the following manner; 50% into the district-sponsored 403(b) Special Pay Plan, and 50% into the district-sponsored Health Reimbursement Arrangement, HRA. All applicable IRS rules will apply to the Administrator for both tax-advantaged programs.

Service Recognition Pay will not be offered to administrators hired after July 1, 2023.

PERSONNEL RECORD

Each Employee shall have only one (1) personnel file. Upon request, any Employee shall be shown the file without any charge. The Employee shall be provided copies of any material contained in their personnel file upon request. The cost of providing copies shall be borne by the Employee.

DISCIPLINE

The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

TERMINATION

The Administrator's employment may be terminated during the term of this contract by the School Board for just cause.

This contract may be terminated at any time by mutual consent of the School Board and Administrator.

RATE OF PAY

Rate of Pay will be included in your individual yearly Offer of Employment. During the term of this contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 26 equal installments during the contract year.

Wage Matrix 2024-2025

Executive Director Table	
\$150,987.00	90%
\$154,342.00	92%
\$157,697.00	94%
\$161,052.00	96%
\$167,764.00	100%

Wage Matrix 2025-2026

Executive Director Table	
\$156,649.00	90%
\$160,130.00	92%
\$163,612.00	94%
\$167,093.00	96%
\$174,055.00	100%

If this contract is a subsequent contract entered into prior to the completion of an existing contract, this subsequent contract is contingent upon the Administrator completing the terms of the existing contract.