

#### **DEFINING EXCELLENCE**

# Superintendent's Advisory Council (SAC) Benefits Guidebook

July 1, 2023 through June 30, 2024

Approved by ISD 273 School Board \_\_\_\_\_

## SUPERINTENDENT'S ADVISORY COUNCIL BENEFITS GUIDEBOOK TABLE OF CONTENTS

ARTICLE I.	PURPOSE		4
	Section 1.	Purpose	4
ARTICLE II.	DEFINITIONS		4
	Section 1.	School District	4
	Section 2.	Employee	
	Section 3.	Full-time Employee	
	Section 4.		
	Section 5.	Anniversary Date	
ARTICLE III.	HOLIDAYS AND VA	CATION	4
	Section 1.	Holidays	4
	Section 2.		
	Section 3.	Calculation of Daily Rate of Pay for Vacation	
		Payout	5
ARTICLE IV.	INSURANCE BENEF	TS	5
	Section 1.	Selection of Carriers	5
	Section 2.	Insurance Coverage	
	Section 3.	Medical and Hospitalization Insurance	5
	Section 4.	Dental Insurance	6
	Section 5.	Term Life Insurance	
	Section 6.	Accidental Death & Dismemberment Insurance	7
	Section 7.	Long-Term Disability Insurance	7
	Section 8.	Flexible Spending Plans	7
ARTICLE V.	LEAVES OF ABSENC	E	7
	Section 1.	Basic Leave	7
	Section 2.	Personal Illness Leave	8
	Section 3.	Family Illness Leave	8
	Section 4.	Bereavement Leave	8
	Section 5.	Personal Business Leave	8
	Section 6.	Religious Observance Leave	8
	Section 7.	Basic Leave Coordination with	
		Workers' Compensation and LTD	
	Section 8.	Sick Leave Pool	9

	Section 9.	Parental Leave	9
	Section 10.	Judicial Leave	9
	Section 11.	Emergency Closings	
	Section 12.	Superintendent's Discretionary Leave	
ARTICLE VI.	PROFESSIONAL BEN	EFITS	10
	Section 1.	Mileage Reimbursement	10
	Section 2.	Meetings in Pursuit of School District Interests	
	Section 3.	Professional Meetings and Leave	10
	Section 4.	Membership in Professional Organizations	
	Section 5.	Membership in Civic Organizations	
	Section 6.	Attendance at Conferences on Weekends	
	Section 7.	Technology Allowance	
	Section 8.	Professional Hazard/Loss Reimbursement	
ARTICLE VII.	RETIREMENT BENEF	its	11
	Section 1.	Tax-Deferred Matching Contribution	11
	Section 2.	Health Retirement Account (HRA) Contribution	
		for Employees hired on or after August 1, 2013	11
	Section 3.	Health Retirement Account (HRA) Contribution	
		for Employees hired before August 1, 2013	12
	Section 4.	Benefits Continuation for Medical and Dental	
		Insurance	13
	Section 5.	Benefits Continuation for Life Insurance	
	Section 6.	Early Retirement Payment	13

#### ARTICLE I Purpose

<u>Section 1. Purpose</u>: This Guidebook provides benefit information for employees who are classified under the Superintendent's Advisory Council ("SAC"). SAC positions are exempt, which are not eligible for overtime.

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

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

### ARTICLE II Definitions

<u>Section 1. School District</u>: School District means Edina Public Schools-Independent School District No. 273.

**Section 2.** Employee: Employee means a person holding a position classified under SAC.

<u>Section 3. Full-time Employee</u>: An employee regularly employed and scheduled to work a minimum of eight (8) hours per day for two-hundred sixty (260) days per year.

<u>Section 4. Part-time Employee</u>: An employee regularly employed and scheduled to work less than eight (8) hours per day or for fewer than two-hundred sixty (260) days per year.

<u>Section 5. Anniversary Date</u>: The anniversary date for each employee will be July 1. Employees who begin employment between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

#### ARTICLE III Holidays and Vacation

<u>Section 1. Holidays</u>: Employees are entitled to twelve (12) paid holidays as designated by the School District. Holiday pay is incorporated into an employee's annual salary.

<u>Section 2. Vacation</u>: Full-time employees earn twenty-five (25) days of vacation each year. Part-time employees who work two-hundred and sixty (260) days, but fewer than eight (8) hours per day, earn vacation time in a prorated amount. Employees whose duty year is for

fewer than two-hundred and sixty (260) days do not earn vacation.

Vacation is credited to employees as of July 1, but is accrued over the course of the fiscal year. Eligible employees that begin their position after July 1 will receive a prorated amount of vacation for their first year of employment. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

The maximum number of earned and accrued vacation days that may be carried over into the next fiscal year is twenty-five (25) days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee properly terminating employment, as determined by the School District, will receive payment for any earned and unused vacation. An employee whose employment is terminated by the School District will receive payment for any earned and unused vacation accrued at the time of termination. An employee who terminates employment and who has used more vacation than earned will have the amount of time overused deducted from their final direct deposit.

<u>Section 3. Calculation of Employee's Daily Rate of Pay for Vacation Payout</u>: To determine a two-hundred sixty (260) day employee's daily rate of pay when calculating vacation payout, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.

#### ARTICLE IV Insurance Benefits

**Section 1. Selection of Carriers:** The selection of insurance carriers and policies will be made by the School District.

**Section 2. Insurance Coverage:** The provisions described in this Guidebook are general statements of the insurance coverage provided to employees. An employee's eligibility for coverage is governed by the terms of the master insurance contracts between the School District and individual insurance carriers.

Section 3. Medical and Hospitalization Insurance: The School District will contribute a monthly amount, not to exceed the amounts listed below, towards the monthly premium cost for the School District's current medical and hospitalization plans for each full-time employee who qualifies for and is enrolled in the plan. Participation in the medical insurance plan is voluntary. The maximum monthly School District contributions toward the premium are as follows:

Type of Coverage	Monthly School District Contribution
Single	\$625.92
Single + One	\$1342.88
Family	\$1764.06

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of medical and hospitalization coverage for which the employee is enrolled. If the School District's contribution exceeds the insurance premium, any excess will be paid in salary to the employee. A part-time employee shall receive a district contribution towards medical and hospitalization insurance in a prorated amount proportional to their employment.

Where two full-time employees are married and at least one of them is in a position covered by this Guidebook, and both employees are enrolled in a single plus one or family medical insurance plan through the School District with one employee waiving coverage and covered as a dependent on the other employee's elected plan, then the employee who has elected the medical insurance plan will receive a monthly contribution in an amount equal to the School District contribution under their Guidebook for a single plus one plan (if enrolled in a single plus one plan), or a family plan (if enrolled in a family plan), plus the amount of the School District's contribution towards a single medical insurance plan under their spouse's Guidebook or collective bargaining agreement. Any balance remaining after married full-time employees have applied their pooled School District insurance contributions towards their selected medical insurance plan remains with the School District.

**Section 4. Dental Insurance**: The School District will offer a dental insurance plan to full-time employees and contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for such dental plan.

Type of Coverage	School District's Monthly Contribution
Single	\$40
Single + One	\$75
Family	\$121

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of dental coverage for which the employee is enrolled. A part-time employee shall receive a district contribution towards dental insurance in a prorated amount proportional to their employment.

<u>Section 5. Term Life Insurance</u>: An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the employee's base annual salary. The School District 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 and is approved by the insurance carrier for the maximum supplemental life insurance coverage will receive an additional School District paid supplemental coverage in an amount equal to the employee's basic annual salary rounded up to the next whole thousand.

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

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

<u>Section 6. Accidental Death and Dismemberment Insurance</u>: An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's base annual salary rounded up to the next whole thousand. The School District pays the entire premium for this coverage.

Section 7. Long-Term Disability Insurance: The School District will provide income protection insurance for each employee in the amount of two-thirds (2/3) of the employee's basic salary up to a maximum benefit of \$10,000 per month. Payments begin after sixty-five (65) days of continuous absence due to disability and (1) continue to age seventy (70); or (2) if the disabling event occurs after age seventy (70), payments will occur for twelve (12) months; or (3) if the disabling event occurs prior to age seventy (70) but continues after age seventy (70) and the employee has not received twelve (12) months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age sixty-five (65) according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with Social Security. The School District pays the entire premium.

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

<u>Section 8. Flexible Spending Plans</u>: An eligible employee may participate in the Flexible Benefits Plan established by the School District Employer pursuant to Section 125 of the Internal Revenue Code.

### ARTICLE V Leaves of Absence

**Section 1. Basic Leave:** Full-time employees earn eighteen (18) days of basic leave each year. A newly hired employee will receive a one-time basic leave allowance of thirty-five (35) days in

addition to the amount granted annually. Part-time employees earn basic leave in a prorated amount. Basic leave is credited to employees as of July 1, but is accrued over the course of the fiscal year. An employee who is hired or whose employment is terminated will have their basic leave allowance prorated for a partial fiscal year. Unused basic leave may accumulate without limit.

<u>Section 2. Personal Illness Leave:</u> An employee may use one (1) 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 from a physician verifying an illness that prevented the employee from working and certifying that the employee has recovered sufficiently to return to the employee's normal duties. An employee who is absent for more than five (5) consecutive duty days will be required to present this certification.

Section 3. Family Illness Leave: 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.

<u>Section 4. Bereavement Leave:</u> With approval of the human resources department, an employee may use a reasonable amount of accumulated basic leave due to the death of a family member or friend.

<u>Section 5. Personal Business Leave:</u> An employee may use up to four (4) days of accumulated basic leave each fiscal year for the transaction of personal business that cannot be completed outside of business hours. Requests for personal business leave must be submitted to the employee's immediate supervisor at least three (3) duty days in advance of the requested date, except in cases of extreme emergency.

<u>Section 6. Religious Observance Leave:</u> An employee may use up to three (3) days of accumulated basic leave each fiscal year for required religious observance. To qualify, dates must be recognized as religious holidays. Basic leave may not be used where alternative observance options exist. Requests for religious observance leave must be submitted to the human resources department at least three (3) duty days in advance of the requested date.

<u>Section 7. Basic Leave Coordination with Workers' Compensation and Long-term Disability Benefits:</u> An employee receiving compensation pursuant to the Workers' Compensation law or long-term disability insurance may elect to use accrued basic leave in order to make up the difference between the workers' compensation or long-term disability payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of basic leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

<u>Section 8. Sick Leave Pool</u>: A sick leave pool exists for eligible employees who have exhausted their accumulated basic leave. 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 for sixty-five (65) consecutive workdays. After sixty-five (65) consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool. The employee may, however, be eligible for LTD benefits as determined by the School District's LTD carrier.

Section 9. Parental Leave: An employee may be granted a full-time leave of absence without pay for a period of up to twelve (12) months for the purpose of providing care and bonding with their newborn or newly adopted child or children. Written application for such leave must be submitted to the human resources department at least four (4) months prior to the expected commencement of the leave when possible. This notice requirement may be waived in cases of emergency. Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law. Parental 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 School District and employee, parental leave may also be granted to begin before any period of physical disability resulting from the pregnancy. Once a parental 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 parental leave notice only as approved by the School District 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 School District.

An employee returning from parental 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 as determined by the School District. Any earned and unused basic leave accumulated at the commencement of an employee's parental leave will be credited to the employee upon their return.

An employee on an approved parental leave remains eligible for participation in the School District's health, dental, and life insurance programs via the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue such coverage, an employee must remit their premium payments directly to the School District's third-party COBRA administrator within the required timelines.

Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law.

Section 10. Judicial Leave: Employees called upon to serve as a juror in a federal or state

court, or subpoenaed as a witness in a court proceeding, will be granted a leave of absence for the time the employee is required to be at the courthouse. Employees will receive all pay and other benefits that would have accrued had they been working during the period of absence for judicial leave, less any compensation received from court administration.

**Section 11. Emergency Closings:** In cases of emergency School District closings, an employee may work remotely as approved by the Superintendent.

<u>Section 12. Superintendent's Discretionary Leave:</u> 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.

#### ARTICLE VI Professional Benefits

<u>Section 1. Mileage Reimbursement</u>: Approved mileage for work-related travel outside of the School District is reimbursed at the current IRS mileage rate.

<u>Section 2. Meetings in Pursuit of School District Interests</u>: The School District will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the School District.

<u>Section 3. Professional Meetings and Leave</u>: The School District will reimburse an employee for necessary expenses incurred for approved attendance at local, state, and national conventions, conferences, workshops, seminars, and institutes.

<u>Section 4. Membership in Professional Organizations</u>: Membership in professional organizations may enhance the employee's ability to exercise educational leadership within the School District. When the School District requests that an employee belong to a professional organization, either for a specific fiscal year or on a continuing basis, the School District will reimburse the employee for all fees paid by the employee.

The School District will pay the membership fees for each employee for a minimum of one (1) approved national organization and a minimum of one (1) approved state organization. An employee's selection of a state or national organization is subject to approval by the Superintendent.

<u>Section 5. Membership in Civic Organizations</u>: The School District will pay all membership and related expenses for local civic organizations where the employee represents the School District. The memberships must be preapproved by the Superintendent.

<u>Section 6. Attendance at Conferences on Weekends</u>: When attending conventions or other professional meetings as requested by the School District, 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 workweek when weekend meetings or travel occur.

**Section 7. Technology Allowance:** An employee is eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400, or a portion thereof, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carryover this allowance, up to a maximum of \$2000. Appropriate use of this allowance may include, but is not limited to, hardware/software for professional use that will mutually benefit the School District and the employee. The technology allowance will not be distributed in salary or payout to an employee.

<u>Section 8. Professional Hazard/Loss Reimbursement:</u> 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 School District 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.

#### ARTICLE VII Retirement Benefits

Section 1. Tax-Deferred Matching Contribution: Employees may participate in the School District's tax-deferred plan by contributing a portion of their annual base salary to the plan. The annual year for the School District matching contributions is January 1 through December 31. All contributions must be made to a School District approved 403(b) vendor of the employee's choice. The employee is responsible for making all arrangements required with the 403(b) vendor to ensure that proper payment can be made. The School District's contribution is not payable unless the employee authorizes a salary contribution up to the matching amount the employee is eligible to receive. The School District's match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after initial eligibility.

The School District will contribute up to three (3) percent of the employee's annual base salary up to a maximum of \$4,250 on an annual basis towards the School District's 403(b) plan when the contribution is matched by the employee. The School District's contribution will not affect the employee's base salary.

### <u>Section 2. Contribution to Health Reimbursement Account ("HRA") for Employees hired on or after August 1, 2013</u>:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule A below for the first ten (10) years of an employee's employment, with a maximum total Employer contribution of up to \$90,000 throughout an employee's career.
- b) The School 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 (7) consecutive years by the School District. Upon an employee's departure from the School District, contributions not vested revert back to the School District.
- c) The School District retains control of any HRA contributions on behalf of an employee until those funds have vested. The School District 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.
- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule A (Employees hired on or 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

### Section 3. Contribution to Health Reimbursement Account ("HRA") for Employees hired before August 1, 2013:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule B throughout the first eight (8) years of an employee's employment, with a possible total School District contribution of up to \$90,000 throughout an employee's career.
- b) The School District's contribution to the HRA for the employees hired on or before August 1, 2013, does not vest with the employee until the fifth (5<sup>th</sup>) year of contribution. Contributions not vested revert back to the School District.
- c) The School District retains control of any HRA on behalf of an employee until those funds have vested. The School District 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.
- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule B (Employees hired 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	

<u>Section 4. Benefits Continuation for Medical and Dental Insurance</u>: In order to be eligible to continue the benefits defined in this Section, an employee must have met the requirements for insurance continuation under Minnesota law. An employee who meets these eligibility requirements is eligible, upon terminating employment with the School District, to continue to participate in the School District dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

<u>Section 5. Benefit Continuation for Life Insurance</u>: An employee (1) who retires after age fifty-five (55); (2) qualifies for the retirement incentive in Section 6 of this Article; and (3) has worked at least twenty (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 eighty-nine (89). To qualify for \$50,000 of paid 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 sixty-five (65). When the retiree reaches age sixty-five (65), \$50,000 of coverage will remain in force with no further premiums payable through age eighty-nine (89).

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

#### **Section 6. Early Retirement Payment:**

- a) Eligibility. To be eligible for the early retirement payment described below, an employee must (1) be retiring after age fifty (50); (2) have been a full-time employee of the Edina School District for a minimum number of consecutive full years as per the schedules below; (3) not be returning to employment with the School District; and (4) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the School District. 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.
- b) Deadline for Application. An application for early retirement payment for retirement on June 30 must be submitted to the human resources department by February 1.

- c) 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.
- d) Calculation of Employee's Daily Rate of Pay. To determine a two-hundred sixty (260) day employee's daily rate of pay when calculating an early retirement payment, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.
- e) 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

f) 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