



## **Unaffiliated Directors and Managers**

### **Terms and Conditions of Employment July 1, 2021 through June 30, 2023**

Approved by the ISD 110 School Board 4/28/2022

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# INDEPENDENT SCHOOL DISTRICT NO. 110

## Unaffiliated Directors and Managers Terms and Conditions of Employment

### ARTICLE I Purpose

**Section 1. Purpose:** The purpose of this general at-will agreement is to provide salary and benefits information for employees serving the School District in the following unaffiliated positions:

Activities Director  
Director of Buildings and Grounds  
Director of Communications and Community Relations  
Director of Community Education  
Director of Finance and Operations  
Director of Human Resources  
Director of Technology  
Director of Nutritional Services  
Director of Special Education  
Director of Teaching and Learning  
Special Education Manager  
Teaching and Learning Manager

### ARTICLE II Definitions

**Section 1. School Board or School District:** School Board or School District shall mean the School Board of Independent School District No. 110 or its designated agents.

**Section 2. Employees:** Employees shall mean persons holding the positions specified in Article I, section 1 of this agreement.

**Section 3. Full-time Employees:** Full-time employees are regularly scheduled to work the entire year, twelve (12) months.

**Section 4. Part-time Employees:** Part-time employees are regularly scheduled to work less than the entire year.

**Section 5. Terms and Conditions of Employment:** Terms and Conditions of Employment means the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of the employees.

**Section 6. Prior Agreements:** Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions herein, are hereby rescinded.

**Section 7. Anniversary Date:** The anniversary date for each employee will be July 1. Employees hired 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 Employee Duties and Responsibilities**

**Section 1. Basic Services:** Employees shall faithfully perform the services prescribed by the School District, whether or not such services are specifically described in this document or in a general job description, in accordance with applicable state and federal laws and regulations, and abide by all rules, regulations and policies as established by the School District and the State Board of Education, and any additions or amendments thereto. The employee shall maintain a valid and appropriate license, if a license is required by the State of Minnesota or the School District.

**Section 2. Duty Year:** The duty year for employees is a determination by the School District based upon assignment of duties and responsibilities. The duty year for full-time employees shall be for the entire year.

### **ARTICLE IV Holidays and Vacation**

**Section 1. Holidays:** Full-time employees shall be entitled to twelve (12) paid holidays per year as designated by the School District. The designated dates are: July 4, 2021; September 6, 2021; November 25, 2021; November 26, 2021; December 23, 2021; December 24, 2021; December 30, 2021; December 31, 2021; January 17, 2022; February 21, 2022; April 18, 2022; May 30, 2022; July 1, 2022; September 5, 2022; November 24, 2022; November 25, 2022; December 23, 2022; December 26, 2022; December 30, 2022; January 2, 2023; January 16, 2023; February 20, 2023; April 9, 2023; May 29, 2023.

In years where a new work agreement is not yet approved, the holidays represented by the above dates will continue to be observed until a successor agreement is available. When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed.

When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the School District. A part-time employee shall earn paid holidays in a prorated amount proportional to his/her employment rounded to the nearest full day.

A part-time employee's specific holidays will be determined by mutual consent between the employee and his/her immediate supervisor.

**Section 2. Vacation:** Full-time employees shall earn twenty-five (25) days of vacation each year. Vacation leave is credited to employees as of July 1, but is accrued over the course of the fiscal year. On June 30 each year, the maximum number of accrued vacation days that may be carried over into the following fiscal year is twenty-five (25) days. A part-time employee shall

earn vacation time in a prorated amount proportional to his/her employment. An employee terminating employment during the fiscal year shall receive payment for any vacation time earned, but not used. Any employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from their final paycheck.

## **ARTICLE V**

### **Leaves**

**Section 1. Sick Leave:** Full-time employees shall earn twenty (20) days of sick leave each year, which shall be accumulated to a maximum of one-hundred-twenty (120) days. A part-time employee shall earn sick leave in a prorated amount proportional to his/her employment.

**Section 2. Religious Leave:** Employees shall be granted one (1) day of religious leave each year with no loss of pay upon verification to the Superintendent, or his/her designee, that such time is necessary for religious observances. Additional religious leave with pay may be granted at the discretion of the Superintendent, or his/her designee.

**Section 3. Bereavement Leave:** Employees may be granted bereavement leave because of absence due to a death. The specific amount of time granted will be at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

**Section 4. Jury Duty Leave:** Employees called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have accrued had he/she been working during the period of absence for jury duty. The employee shall remit any compensation received for jury duty to the School District, less any mileage expenses paid by the court.

**Section 5. Emergency Leave:** Employees may be granted emergency leave at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

**Section 6. Family and Medical Leave Act:** Family and medical leaves will be administered in accordance with the provisions of the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993) and Minnesota law.

**Section 7. Medical Leave:** Employees who are unable to perform their duties because of illness or disability and have exhausted all sick leave available or have become eligible for long-term disability compensation and have not been suspended or placed on leave of absence pursuant to Minnesota Statute section 125.12, subd. 7, shall, upon request, be granted a medical leave of absence for up to one (1) year in duration without pay. The School District 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 employee is expected to be able to assume his/her normal responsibilities.

When on a medical leave of absence, an employee is eligible to participate in the School District's

group insurance programs as 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. If a leave is granted under the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993), the School District will continue to provide health insurance benefits during the Family and Medical Leave Act period on the same terms as if the employee had continued to work.

**Section 8. Childcare/Adoption Leave:** Child care/adoption leave shall be granted to employees in accordance with the current agreement between the School District and the Waconia Education Association.

**Section 9. Military Leave:** Employees shall be granted military leave pursuant to applicable law.

**Section 10. Professional Leave:** An employee may be granted leave to attend conferences, workshops, seminars or other functions that are related to such employee’s position and which, in the judgment of the Superintendent, would benefit the School District. The duration of any approved professional leave shall be at the discretion of the Superintendent.

**Section 11. Workers’ Compensation:** An employee receiving compensation pursuant to the Workers’ Compensation law may elect to use sick leave in order to make up the difference between the workers’ compensation payments and the employee’s regular rate of pay. In no event shall the additional amount paid to the employee through the use of sick leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee’s regular rate of pay.

## ARTICLE VI Insurance

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District.

**Section 2. Health and Hospitalization Insurance:** The School District shall contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for the current health and hospitalization plan for each full-time employee who qualifies for and is enrolled in the district’s health and hospitalization plan. Any premium costs not contributed by the School District shall be paid by the employee via payroll deduction.

<u>Heath/Hospitalization Plan</u>	<u>Maximum Monthly Contribution</u>	
	<u>for 2021-2022 &amp;</u>	<u>2022-2023</u>
Single	\$767.13	\$764.63
Single+1	\$1,733.91	\$1,728.91
Family	\$2,114.38	\$2,105.38

Any School District contribution amounts not used towards an employee’s monthly premium costs for the current health and hospitalization plan remain with the School District.

A part-time employee shall receive a district contribution towards health and hospitalization insurance in a prorated amount proportional to his/her employment.

**Section 3. Dental Insurance:** The School District shall contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for the current dental plan for each full-time employee who qualifies for and is enrolled in the district’s dental plan. Any premium costs not contributed by the School District shall be paid by the employee via payroll deduction.

<u>Dental Plan</u>	<u>Maximum Monthly Contribution</u> <u>for 2021-2022 &amp; 2022-2023</u>	
Single	\$ 35.00	\$37.50
Single+1	\$ 71.00	\$76.00
Family	\$ 129.00	\$138.00

Any School District contribution amounts not used towards an employee’s monthly premium costs for the current dental plan remain with the School District.

A part-time employee shall receive a district contribution towards dental insurance in a prorated amount proportional to his/her employment.

**Section 4. Long-Term Disability Insurance:** The School District shall provide a long-term disability plan for full-time and part-time employees.

**Section 5. Life Insurance:** The School District shall provide a \$190,000 group term life insurance policy for full-time employees. A part-time employee shall receive a term life policy in a prorated amount proportional to his/her employment.

**Section 6. Duration of Insurance Contribution:** Employees are eligible for district contributions as provided in this Article as long as they are employed by the School District. Upon termination of employment, all district contribution shall cease. If an employee retires from the School District, he/she shall be eligible to remain in the School District’s group health, hospitalization, and dental plans at his/her own cost until reaching the age of Medicare eligibility.

**Section 7. Claims Against the School District:** The eligibility of employees or their dependents or beneficiaries, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this Article. It is understood that the School District's only obligation is to purchase the insurance policies described herein 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 herein.

**Section 8. Indemnification and Provision of Counsel:** In the event that an action is brought or a claim is made against an employee that arises out of or in connection with the employee’s employment with the School District, and the employee is acting within the scope of employment or official duties, then 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 herein shall be subject to the limitations as provided in Minnesota Statutes Chapter 466.

**Section 9. Errors and Omissions:** If applicable, employees will be covered by any errors and omissions insurance purchased by the School District.

## **ARTICLE VII Other Benefits**

**Section 1. Professional Association Dues:** Employees are encouraged to belong to appropriate professional organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted by the Superintendent.

**Section 2. Professional Development:** The School District recognizes the importance of encouraging employees to attend or participate in professional conferences or meetings at the state, local, and national level as a necessary and essential part of an employee's professional growth. When financially feasible, and with proper approval by the Superintendent, the School District will pay an employee's expenses to attend such a conference or meeting.

## **ARTICLE VIII Performance Evaluation**

**Section 1. Performance Evaluation.** Employees shall receive a minimum of one (1) performance evaluation by their direct supervisor each year. The supervisor will provide a copy of the written evaluation to the employee during the performance evaluation meeting. The written evaluation will be placed in the employee's personnel file.

## **ARTICLE IX Deferred Compensation**

**Section 1. Tax Sheltered Annuities:** Employees will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code, Minnesota Statute section 123B.02, subd. 15, and School District policy.

**Section 2. District Annual Matching Payment:** The School District shall contribute up to \$3,500.00 on an annual basis towards the School District's 403(b) Plan when the contribution is matched by the employee. A part-time employee shall receive a district matching payment in a prorated amount proportional to his/her employment.

**Section 3. Health Reimbursement Account (HRA):** The School District will contribute to an individual Health Reimbursement Account (HRA) for employees in accordance with the table below. This contribution will begin with the 2011-2012 Agreement and shall go forward with an employee's continued employment. This contribution will not be made retroactively for an employee's prior years of service.

Years of service as an unaffiliated director, unaffiliated manager, or principal in ISD 110:

Years 0–3	\$0 Contribution
Years 4–6	\$3000/year
Years 7–10	\$4500/year
Years 11–19	\$5800/year
Years 20+	\$6500/year

School District contribution to an employee’s individual HRA will have a career cap of \$78,000.

## **ARTICLE X Compensation**

**Section 1. Salaries:** An employee’s salary shall be pro-rated if working less than twelve (12) months.

**Section 2. Initial Salary:** The salary for an employee assuming a position in the unaffiliated directors and managers group will be established through compliance with pay equity/comparable worth ratings, applicable rates of pay, and upon the recommendation of the Superintendent and the approval of the School Board.

**Section 3. Salary Increases:** The School District will reward exceptional performance while promoting a working environment that encourages mutual respect, collaboration, cooperation, teamwork, innovation, creativity, continuous learning, customer service, and personal growth.

To become eligible for a salary increase, an employee must be performing essential duties and responsibilities at a high level of effectiveness as determined by the Superintendent. The Superintendent, in consultation with an employee’s immediate supervisor, will be responsible for determining the amount of salary to be paid in a given year within the guidelines set by the School Board for the position. An employee’s performance in the current year will be the basis for any increase in his/her base salary in the subsequent year. All salary increases will be in accordance with the financial parameters provided by the School Board. The Board’s financial parameters for 2021-2022 will be up to 2.0% and 2022-2023 will be up to 2.25% of an employee’s base salary with the exception of one market adjustment.

**Section 4. Exemplary Performance Pay:** In years where an employee has demonstrated extraordinary efforts and/or has assumed significant additional responsibilities, the Superintendent may award up to three (3) percent of an employee’s base salary as exemplary performance pay. Any exemplary performance pay awarded shall be prorated in an amount proportional to an employee’s employment during the assessment year.

In cases where the Superintendent is not the employee’s direct supervisor, the Superintendent shall consult with the immediate supervisor regarding the employee’s performance before the Superintendent determines the amount of any exemplary performance pay.

Any exemplary performance pay awarded to an employee will be paid as a lump sum payment on the July 15 direct deposit of the subsequent fiscal year.

**Section 5. Travel Stipend/Mileage:** Employees shall receive an annual travel stipend of \$2,500.00.

**Section 6. Advanced Degrees:** Employees who have earned a doctorate level degree (Ph.D., Ed.D., J.D.) shall receive an annual stipend, prorated for a partial year, of one thousand dollars (\$1,000.00). Stipends will be paid in equal installments over the course of the fiscal year.

## **ARTICLE XI Duration**

**Section 1. Duration:** The terms and conditions of employment outlined in this agreement shall remain in effect from July 1, 2021 through June 30, 2023.