

## **2021-2023 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT: CONFIDENTIAL EMPLOYEES**

**Purpose.** This policy outlines the general terms and conditions of employment for confidential employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

**Confidential Employees.** For purposes of this policy, individuals holding any of the following positions are deemed to be “confidential employees”:

Tier I: Exec. Admin. Assistant, Payroll Supervisor

Tier II: HR Labor Relations Manager, Fiscal Services Coordinator, Compliance Coordinator

Tier III: HR Employment Specialist

**At-Will Employment.** The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Performance of Duties.** Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

**Notice of Assignment.** The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following:

(1) the employee’s annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

**Individual Contracts.** In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Full-Time Employment.** For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1400 hours per year according to the notice of assignment issued by the District.

**Vacation.** Employees that are assigned more than 200 duty days will receive vacation equivalent to the difference between the assigned duty days and calendar work days per year. The Calendar work days may not be more than 262 days and not fewer than 260 days. Unused vacation time expires at the end of the fiscal year and may not carryover. If an employee leaves employment prior to the end of the fiscal year, vacation time will not be paid out and has no value.

**Compensation.** The Board will determine the compensation of each employee covered by this policy. For the 2021-2023 school years, the Board will use the following ranges as a guide when determining the compensation of each employee:

	2021-2022 Range		2022-2023 Range	
	Minimum	Maximum	Minimum	Maximum
Tier I	\$67,000	\$82,750	\$67,500	\$86,000
Tier II	\$64,000	\$78,750	\$64,500	\$82,000
Tier III	\$49,000	\$61,500	\$49,500	\$64,000

**Additional Compensation.** Effective July 1, 2021, employees who have completed 5 years of service will receive a stipend of \$1,000. Employees who have completed 10 years of service will receive a stipend of \$2,500.

**Daily and Hourly Rate of Pay.** In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for an employee, the employee's daily rate of pay will be divided by eight hours.

**Holidays.** In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

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|-----------------------|------------------------------|
| 1. New Year's Eve Day | 6. Thanksgiving Day          |
| 2. New Year's Day     | 7. Day after Thanksgiving    |
| 3. Memorial Day       | 8. Christmas Eve Day         |
| 4. Independence Day   | 9. Christmas Day             |
| 5. Labor Day          | 10. One (1) Floating Holiday |

**Insurance Benefits.** As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single toward single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance.
- f. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each employee at District expense. Disability pay will be governed by the policy in effect. After a confidential employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

**Sick Leave.** Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the

funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.

- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- e. At the beginning of each fiscal year, (3) sick days will be converted to the equivalent of (3) days of the employee's daily rate of pay and contributed into the employee's HRA account.

**Bereavement Leave.** An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

**Personal Leave.** An employee may take up to three (3) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

**Jury Duty.** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

**Other Types of Leave.** To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

**Expense Reimbursement.** The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by

the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

**Tuition Reimbursement.** Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

**Flexible Benefit Plan.** The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

**Matching Contribution Eligibility.** Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,000 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

**Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.**