



Confidential Employees

Terms and Conditions of Employment July 1, 2019 through June 30, 2021

Approved by the ISD 110 School Board 2.10.2020.

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INDEPENDENT SCHOOL DISTRICT NO. 110

Confidential Employees
Terms and Conditions of Employment

ARTICLE I
Classification of Confidential Employees

Section 1. Classification of Confidential Employees: This governs the terms and conditions of employment for Confidential Employees as defined by the Public Employees Labor Relations Act (PELRA). Confidential employees are non-exempt, hourly employees who are entitled to overtime. Overtime is owed for all hours worked in excess of forty (40) hours in a work week.

<u>Position Grade</u>	<u>Confidential Position</u>
Grade 11	Administrative Assistant II
Grade 13	Administrative Assistant III
Grade 15	Payroll Specialist Superintendent's Executive Assistant

ARTICLE II
Terms and Hours of Employment

Section 1. Work Year Defined: The length of the work year for confidential employees will be determined by the School District and shall be 12-months inclusive of paid holidays and vacation.

Section 2. Holidays: The work year shall include the following paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Good Friday or Monday after Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. Day before New Year's Day

Part-time employees scheduled to work on any of the above holidays shall receive holiday pay on a pro rata basis based on their regularly scheduled work day.

Section 3. Holiday Observance: 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.

Section 4. Work Week Defined (Full-time): Five days per week, Monday through Friday, and special arrangements on Saturday made individually as necessary.

Section 5. Work Day Defined (Full-time): The work day is eight (8) hours in length. If approved by the employee's supervisor, employees may work a seven (7) hour work day during the summer and school vacations. One half hour for lunch is not included in the work day and appropriate work breaks are included in the work day. A one (1) hour lunch period may be granted on in-service and teacher work days, at the discretion of the employee's supervisor. All office hours are to be determined by the School District.

Section 6. Work Hours Defined (Full-time): Work hours will be determined by the employee's supervisor. The School District reserves the right to modify the confidential employees' number of work hours and the work start time and work end time as necessary to meet its needs.

Confidential Employees may receive two (2) hours of compensation time each year allowing employees to end their work day thirty (30) minutes early on the last work day prior to Thanksgiving, Christmas, Spring Break and Easter.

Section 7. Work Days/Hours (Part-time): The work days and hours for part-time employees will be determined by the employee's direct supervisor.

Section 8. Additional Work Hours: Confidential employees shall be compensated pursuant to applicable wage and hour law.

Section 9. District In-Services: All confidential employees will be expected to attend staff in-service activities sponsored by the School District.

Section 10. Anniversary Date: Confidential employees' anniversary date for the purpose of salary/wage advancement and benefit accrual will be July 1. Personnel hired from July 1 through December 31 will be considered employed one year after the first July 1 following their employment date. Personnel hired from January 1 through June 30 will not be considered employed one year until after the second July 1 following their employment date.

Section 11. Termination of Employment: School district confidential employees may be terminated through a two-week notice by either the district employee or the Board of Education.

ARTICLE III
Performance Review

Section 1. Performance Review: Confidential employees shall receive an annual written performance review by their direct supervisor. The review will be completed by June 1 of each school year. A copy of the written review will be shared with each person by the supervisor in a conference setting. A copy of the written review will be placed in the individual's personnel file.

ARTICLE IV
Employment Status

Section 1. Full-Time Employees: Full-time employees are regularly scheduled to work the entire year, 12-months, for eight (8) hours per day. Summer and school vacation work days may be seven (7) hours per day if approved by the employee's supervisor.

Section 2. Part-Time Employees: Part-time employees are regularly scheduled to work less than the entire year, 12-months, and/or less than eight (8) hours per day.

ARTICLE V
School Closings

Section 1. School Closings: When the School District is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed to do so by the School District. Employees will be paid for their regular daily work hours and will not be required to make-up the first two (2) school closings as called by the School District in a given school year. If the School District schedules a make-up day for a third or subsequent school closing day, then employees will work the rescheduled day without additional pay. If a school closing occurs during an employee's paid absence (i.e., vacation, personal or sick leave), then the employee will be paid for their regular daily work hours and the applicable leave will be reversed and returned to the employee's accrued leave balance. If a school closing occurs during an employee's unpaid absence, then the employee will not receive school closing pay.

In the event that school starts late due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report to duty as directed by the School District. When school is released after arrival time, employees may leave as directed by the School District and will be paid for their regularly scheduled work day. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

ARTICLE VI
Leaves

Section 1. Sick Leave: Full-time employees shall earn fifteen (15) 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.

Sick leave may be granted for reasons of personal illness or family illness. Repeated and systematic use of sick leave may require a certificate from a physician at the request of the superintendent, or his/her designee.

Section 2. Personal Leave: Full-time employees shall earn personal leave according to the following schedule:

<u>Years of Service</u>	<u>Personal Leave</u>
0-3 years	2 days
4+ years	3 days

A part-time employee shall earn personal leave in a prorated amount proportional to his/her employment.

Personal leave is credited to employees as of July 1. Personal leave is non-accumulative and must be used in the year in which it was credited. Personal leave may be taken with the approval of the employee's supervisor.

No later than July 10, the School District shall provide each employee with notice of their total amount of unused personal leave days accrued that year. Upon notice to the district's Human Resources Department on or before July 20, full-time employees will be eligible to elect reimbursement for unused personal leave days as a cash payment at the rate of \$85.00 per day. A part-time employee will be eligible to elect reimbursement for unused personal leave in a prorated amount proportional to his/her employment. If an employee elects reimbursement for unused personal leave days as a cash payment under this section, then his/her total unused personal leave will be reduced in accordance with such election. Any reimbursement for unused personal leave paid pursuant to this section will be included on an employee's July 31 direct deposit.

Section 3. Unpaid Leave: Employees may be granted unpaid leave by the School District for situations that are not covered under the terms and conditions of employment provided for in this agreement.

Section 4. Family Bereavement and Emergency Leave: All employees may be granted a leave to be deducted from sick leave in the event of a death or family emergency in a person's immediate family. The employee's immediate family shall be deemed to include spouse, children, father, mother, guardian, stepparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent or grandchildren. Leave for other family members, and significant others, may be granted upon approval by the School District. Request for family leave must be made to the superintendent of schools, or his/her designee, at least three (3) days in advance except in the event of emergencies. The request shall state the reason for the proposed leave.

The School District may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence. The School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Section 5. Other Bereavement Leave: In case of death of anyone not specifically addressed by the immediate family, all full-time employees shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. A part-time employee shall receive non-accumulative bereavement leave in a prorated amount proportional to his/her employment. All leave used under this section shall be deducted from sick leave.

Section 6. Childcare/Adoption and Medical Leaves: Childcare/adoption and medical leaves will be granted in accordance with the current Master Agreement between Independent School District No. 110 and the Waconia Education Association.

Section 7. 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 8. Support School Activity Leave: All employees will be allowed two (2) hours per year of non-accumulative time to support a school activity (i.e., reading in the classroom, helping with vision & screening, attending a performance). The leave will be granted when internal coverage can be provided and preapproval is received from the School District. Additional unpaid leave shall be granted pursuant to Minn. Stat. § 181.9412, subd. 2.

Section 9. 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.

Section 10. Vacation: All full-time employees shall earn the following amounts of vacation per fiscal year. On July 1 of each year, each employee will be credited with vacation time to be earned in the ensuing year. The employee may use vacation time in the fiscal year during which it is being earned, consistent with the district's operational needs. The used vacation hours will be figured at an hourly rate that is rounded up to the nearest hour. 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.

Subd. 1. All full-time, 12-month employees shall earn annual vacation in accordance with the following schedule:

Years of Consecutive Employment

Year One through Four
Five years through Ten years
Eleven years and over

Vacation Hours

80 hours (10 days)
120 hours (15 days)
160 hours (20 days)

Part-time employees shall receive prorated vacation hours based on the percentage of full-time hours worked. Vacation time must be taken by 12/31 in the following year it was accumulated. No vacation time shall accumulate past that date, without administrative approval. Vacation days are to be taken at the approval of the employee's supervisor. The School District reserves the right to schedule all vacations.

**ARTICLE VII
Compensation and Benefits**

Section 1. Rates of Pay: The wage schedule is contained in Appendix A. All new confidential employees will be placed on step 1 of the wage schedule unless a higher level is approved by the superintendent, or his/her designee. Salary payments shall be made in accordance with the calendar of pay dates established by the business office. Employees are paid on the fifteenth day of each month and the last day of each month. If the fifteenth or the last day of the month occurs on a Saturday, Sunday or holiday, the payday will be the preceding work day. There are anywhere from one to sixteen work days per pay period depending upon the month and the employment start date.

Section 2. Longevity Pay: Employees will receive \$200 per year after fifteen (15) years of continuous service, \$400 per year after twenty (20) years of continuous service, and \$600 per year after twenty-five (25) years of continuous service. Longevity payments will be paid to a post-employment Health Reimbursement Account on behalf of the employee at the end of the fiscal year.

Section 3. Bachelor and Master Degrees: Employees who receive a bachelor or master's degree from an accredited college or university shall advance an additional step on the wage schedule at the beginning of the next fiscal year. To qualify for an additional step, the degree must be deemed germane to the employee's position and the employee must present an official transcript on or before July 1. Employees who present official transcripts after July 1 will qualify for an additional step at the beginning of the subsequent fiscal year.

Section 4. Wellness Bonus: No later than July 10, the School District shall provide each employee with an accrued sick leave balance of one-hundred twenty days or more notice of their total amount of unused sick leave days. Upon notice to the district's Human Resources Department on or before July 20, full-time employees will be eligible to elect reimbursement for unused sick leave days as a cash payment in accordance with the following schedule:

Total Number of Unused Sick Leave Days at the End of the Fiscal Year	Number of Unused Sick Leave Days for which an Employee May Elect Reimbursement	Reimbursement Rate Per Unused Sick Leave Day
120+	Up to 10	\$50.00

A part-time employee will be eligible to elect reimbursement for unused sick leave in accordance with this subdivision in a prorated amount proportional to his/her employment.

If an employee elects reimbursement for unused sick leave days as a cash payment under this section, then his/her total unused sick leave will be reduced in accordance with such election.

Any reimbursement for unused sick leave paid pursuant to this section will be included on an employee's July 31 direct deposit.

Section 5. Hospitalization and Medical Insurance: The School District will contribute a monthly sum, not to exceed the amounts listed below, towards the cost of the premium for the current medical/hospitalization plan for each full-time employee who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

School District Monthly Contribution for Full-time Employees	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
Single	\$681.23	\$713.28	\$767.13
Single + 1	\$986.00	\$1,060.59	\$1,185.91
Family	\$1,234.50	\$1,324.94	\$1,476.88

A part-time employee scheduled to work twenty (20) hours per week or more shall receive a district contribution towards health insurance in a prorated amount proportional to his/her employment.

NOTE: If the School District increases their contribution rate to the Waconia Education Association, the District will proportionately increase the contribution rate to confidential employees.

Section 6. High Deductible Insurance Plan: The School District will offer an additional High Deductible Insurance Plan for single, single plus one, and family health insurance coverage. Employees selecting this option will have a contribution made to a VEBA Trust. The School District contribution

towards the VEBA Trust and premium will not exceed the amounts listed in the monthly contribution amounts listed above.

Section 7. Dental Insurance: Employees working twenty (20) hours or more per week are eligible to participate in the School District's dental insurance program. Employees may use any dollar amounts not used for health insurance coverage for payment of their dental insurance.

Section 8. Income Protection Insurance (Long-term Disability): Full-time confidential employees will receive income protection insurance in an amount equal to the group income protection insurance plan approved by the School District.

Section 9. Term Life Insurance: The School District shall provide a \$50,000 term life insurance policy for each full-time employee who is employed by the School District.

Section 10. Mileage: Employees shall receive mileage reimbursement for district travel as established by School Board policy.

Section 11. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last paid working day. Employees shall be permitted to continue health and hospitalization insurance coverage upon termination of employment only as provided by law.

Full-time employees who retire after completing at least fifteen (15) years of continuous service with the School District and who are at least sixty-two (62) years of age shall be eligible for School District contribution of \$250.00 per month toward the district's existing group health and hospitalization insurance program up to the age of Medicare eligibility. It is the responsibility of the employee to make arrangements to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

ARTICLE VIII

Defined Contribution Plan and Health Reimbursement Account

Section 1. Introduction: The purpose of the Defined Contribution Plan (hereafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the district. Beginning July 1, 2012, fifty (50%) percent of the School District's matching contribution will be directed to the employee's 403(b) plan and the remaining fifty (50%) percent will be paid to a post-employment Health Reimbursement Account on behalf of the employee.

Section 2. District Matching Benefits:

Years of Service In District	Board Matching Contribution	
	403(b) Plan	HRA Plan
0 - 3 yrs.	No district match.	No district match.
4 - 10 yrs.	\$250 Match	\$250 Match
11 - 15 yrs.	\$425 Match	\$425 Match
16 - 20 yrs.	\$600 Match	\$600 Match
21 - 25 yrs.	\$750 Match	\$750 Match
26 - ____yrs.	\$900 Match	\$900 Match
Lifetime Maximum District Contribution	\$30,000	

Section 3. Administration of PLAN:

1) Benefits Cannot Be Accumulated

The District contribution will begin when the employee initiates an eligible 403(b) investment program at an amount not to exceed the benefit schedule set out above.

An employee may elect to contribute to the selected 403(b) program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

2) Definition - Years of Service

Years of service shall mean years of accumulated full-time equivalent service in District 110.

Years of service shall be measured as of July 1 each year.

3) Plan Year Begins July 1

The annual year for District contributions shall be July 1 through June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions on behalf of the employee.

4) District Contribution is Automatic

When an employee has an eligible plan in effect, the district match shall be automatic unless the employee requests otherwise.

5) Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes and IRS Code including Section 403 (b), IRS Code Section 457, and IRS Publication 502.

ARTICLE IX
Meet and Confer

Section 1. Purpose: Meetings will be held to clarify work arrangements between confidential employees and the School District. The School District shall provide the facilities and set the time for such meetings to take place. The meetings shall be held twice per school year if a meeting request is made by either party.

Section 2. Membership: Confidential employees shall select representatives to engage in the meet and confer process with a representative or committee of the School District.

APPENDIX A

Confidential Employees Wage Rates for 2019-2020 and 2020-2021

2019-2020 (July 1, 2019-January 31, 2020)	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Administrative Assistant II	11	\$17.96	\$18.57	\$19.19	\$19.82	\$20.44	\$21.06	\$21.69	\$22.31	\$22.92	\$23.55	\$24.52
Administrative Assistant III	13	\$19.44	\$20.12	\$20.80	\$21.48	\$22.17	\$22.84	\$23.52	\$24.18	\$24.88	\$25.53	\$26.57
Payroll Specialist	15	\$20.90	\$21.67	\$22.42	\$23.21	\$23.98	\$24.72	\$25.51	\$26.28	\$27.06	\$27.81	\$29.00
Superintendent's Executive Assistant	15	\$20.90	\$21.67	\$22.42	\$23.21	\$23.98	\$24.72	\$25.51	\$26.28	\$27.06	\$27.81	\$29.00
2019-2020 (February 1, 2020-June 30, 2020)	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Administrative Assistant II	11	\$18.05	\$18.66	\$19.29	\$19.92	\$20.54	\$21.17	\$21.80	\$22.42	\$23.03	\$23.67	\$24.70
Administrative Assistant III	13	\$19.54	\$20.22	\$20.90	\$21.59	\$22.28	\$22.95	\$23.64	\$24.30	\$25.00	\$25.66	\$26.77
Payroll Specialist	15	\$21.00	\$21.78	\$22.53	\$23.33	\$24.10	\$24.84	\$25.64	\$26.41	\$27.20	\$27.95	\$29.22
Superintendent's Executive Assistant	15	\$21.00	\$21.78	\$22.53	\$23.33	\$24.10	\$24.84	\$25.64	\$26.41	\$27.20	\$27.95	\$29.22

2020-2021	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Administrative Assistant II	11	\$18.14	\$18.75	\$19.39	\$20.02	\$20.64	\$21.28	\$21.91	\$22.53	\$23.15	\$23.79	\$24.82
Administrative Assistant III	13	\$19.64	\$20.32	\$21.00	\$21.70	\$22.39	\$23.06	\$23.76	\$24.42	\$25.13	\$25.79	\$26.90
Payroll Specialist	15	\$21.11	\$21.89	\$22.64	\$23.45	\$24.22	\$24.96	\$25.77	\$26.54	\$27.34	\$28.09	\$29.37
Superintendent's Executive Assistant	15	\$21.11	\$21.89	\$22.64	\$23.45	\$24.22	\$24.96	\$25.77	\$26.54	\$27.34	\$28.09	\$29.37

Eligible employees will advance one (1) step on February 1, 2020 for the 2019-2020 year and one (1) step on July 1, 2020 for the 2020-2021 year.