

MINNETONKA PUBLIC SCHOOLS

Policy 432: Handbook for Confidential Support Staff

Effective Dates: July 1, 2023, to June 30, 2025

1.0 Objectives:

- 1.1 To develop and maintain a wage structure which will enable the District to attract and keep qualified personnel, essential for the educational program to function effectively.
- 1.2 To provide incentive, through a sound program of wage administration, which will encourage the development of the ability of each confidential support staff employee.
- 1.3 To maintain wage relationships among positions which are internally consistent in recognizing the important relative differences in position requirements for education, experience, and the accountabilities in the position.
- 1.4 To review and establish wage categories that are competitive with wages paid in other school districts and in the private sector for positions of comparable levels of responsibility.

2.0 Administrative Policy:

Responsibility for administration.

- 2.1 The Superintendent of the District shall be accountable to the School Board for the administration of a wage program and will report on such administration annually, or more often if requested by the Board.
- 2.2 The Superintendent shall be accountable for maintaining the wage program and coordinating the interpretation and administration of the various policies.
 - 2.2.1 The Superintendent will review all contemplated wage adjustments in the light of established Board policies.
 - 2.2.2 The Superintendent will make periodic analyses and summarization of the status of the wage program for the information and guidance of the School Board.
 - 2.2.3 The Superintendent will develop specific wage recommendations for personnel in confidential support positions for submittal to the School Board.

- 2.2.3.1 Confidential support staff employees, as used in this policy, refers to persons who have the following titles: Executive Assistant to the Superintendent and School Board, Human Resources Executive Assistant, Finance and Operations Support Specialist, and Payroll Benefits Specialist and who generally have district-wide responsibilities, and who by tradition have duties that are closely associated with central office functions requiring access and use of labor relations information.
- 2.2.3.2 The provisions of this policy will apply to confidential support staff employees based on all duties performed for and compensated by the School District, regardless of the sources of funding.

3.0 Wages

- 3.1 An hourly wage shall be set by the School Board for each position. Wages will increase by 4% on July 1, 2023 and will increase by 3% on July 1, 2024.
- 3.2 Confidential Support Staff employees will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all work in excess of forty (40) hours in any given week.
- 3.3 When a member of the Confidential Support Staff is assigned the responsibility of taking School Board minutes at a regular or special Board meeting the confidential support staff member will be paid at the rate of time-and-a-half with a minimum of \$120 per meeting.
- 3.4 The overall wage structure will be reviewed and adjustments made when necessary to assure that favorable wage levels are maintained.

4.0 Work Year and Vacation Schedule:

- 4.1 The work year and work day for confidential support staff employees call for 260 duty days during 2023-2024 and 261 duty days during the 2024-2025 school year and an 8-hour schedule for each day worked.
- 4.2 Vacation time is determined as follows:
 - 4.2.1 Employees are granted 20 days of paid vacation per year, earned on a basis of 1.66 days per month.
 - 4.2.2 Employees are granted 25 days of paid vacation per year after ten (10) years of full-time service in Minnetonka Schools in a confidential position or other position in District 276, earned on the basis of 2.08 days per month.
- 4.3 The Superintendent or designee, in consultation with the employee, is responsible for scheduling of vacation days.

- 4.3.1 Consideration in planning duty days, vacation days (or non-duty days) should include institutional needs for employee availability, desires of the employee, and one or more blocks of time during each school year to have a break from work.
- 4.3.2 Vacation may be accrued up to a maximum of 40 days.
- 4.3.3 When a confidential support staff employee resigns effective before or at the end of the fiscal year period and has met other terms of employment, the District will provide regular pay in lieu of vacation days off if the District finds it difficult to provide for early release up to a maximum of 40 days.

4.4 Holidays for confidential support staff employees shall be as follows:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day following Christmas Day
- New Years Eve Day
- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday or New Years Eve Day if Good Friday is not recognized as a District holiday
- Memorial Day
- Juneteenth if it becomes a Districtwide holiday

4.4.1 If school is in session on any of these days, the holidays shall be taken on a day specified by the employer, following consultation with the employees.

4.4.2 Should it be impossible to provide for all holidays, the employee's vacation will be extended to compensate for such deficiency.

5.0 Developmental Programs:

5.1 The employer recognizes the value of continual training and development to both the School District and the confidential support staff employee. Therefore, expenses associated with developmental programs such as in-service courses, summer school attendance, conferences, conventions, short courses and workshops are viewed as a shared responsibility.

5.1.1 The District will budget dollars to this end on an annual basis. The Superintendent or designee, in consultation with confidential support staff employees, is responsible for making such budgetary recommendations to the School Board and for implementing follow-through plans.

5.1.2 Per diem expenses plus transportation, conference registration fee, parking and business telephone calls will be allowed at actual cost for approved educational conferences; however, in no case may reimbursement exceed budgeted dollars.

5.2 Participation in Professional Organization Activity

5.2.1 Confidential support staff employees will be encouraged to accept and fulfill responsibilities in local, state or national organizations related to their district responsibilities.

5.2.2 Release time may be granted by the Superintendent to individuals for participation in professional organization activities that are directly related to position job descriptions.

5.3 The Confidential Support Staff will be allocated annual dollars to pursue professional development opportunities.

5.4 Membership Dues

The District will budget dollars on an annual basis to assist confidential support staff employees in maintaining membership(s) in specified professional organizations for purposes of effectively carrying out their responsibilities with the District. The Superintendent or designee, in consultation with confidential support staff employees, is responsible for making such budgetary recommendations and for implementing follow-through plans.

5.5 Expense Reimbursements

5.5.1 The Minnetonka School District will reimburse confidential support staff employees for authorized travel incurred in the course of their responsibilities, exclusive of travel to and from home, at the rate set by the IRS. Any change by the IRS in its approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

5.5.2 When the assigned responsibilities take the confidential support staff employee away from the normal situation for school business purposes, the District will reimburse that confidential support staff employee for authorized meals, parking, registration fees and school business telephone calls at actual cost.

5.6 A verified account shall be submitted promptly to substantiate requests for expense reimbursements.

6.0 Health Requirements:

6.1 Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District's medical doctor at the District's expense.

7.0 Leaves:

7.1 Jury Duty Leave

7.1.1 When a confidential support staff employee serves on jury duty, he/she will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility without wage deduction.

7.1.2 The compensation for jury duty service shall be remitted to the District.

7.2 Court Appearance Leave - At the discretion of the Superintendent, a confidential support staff employee may appear at court without loss of pay.

7.3 Parental Leave

7.3.1 Upon request, parental leave not to exceed one calendar year may be granted. Parental leaves of absence shall be available to employees for the purpose of caring for a newborn infant or adoption for which the administrator has the legal responsibility for the care and/or support of the child. Upon request, a leave of absence shall be granted to the employee for the purpose of providing full-time parental care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least ninety (90) days prior to the beginning date of the leave. The leave must commence within the first twelve (12) months of the birth or adoption.

7.3.2 The employee returning from parental leave shall be re-employed in the employee's former position, if available, or comparable position for which the employee is qualified.

7.3.3 The employee who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this policy prior to commencement of the parental leave. The employee shall not accrue additional experience credit or leave time during the period of absence for parental leave.

7.3.4 The employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs the employee wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if employee does not return to the District pursuant to this section.

7.3.5 A parental leave of absence granted under this section shall be leave without pay. However, Employee may access accrued sick and/or vacation leave.

7.4 Military Leave - Leave for service in the Armed Forces of the nation or for necessary wartime service shall be granted. A confidential support staff employee on leave for military service will be granted wage progression while on such leave.

7.5 Leave-of-Absence for Professional Development

7.5.1 Leave-of-absence may be granted for:

7.5.1.1 Accredited advanced study;

7.5.1.2 Teaching abroad or out-of-state; or

7.5.1.3 Activity related to professional responsibilities such as certain types of professional employment.

7.5.2 Written application shall be made to the Superintendent for his recommendation to the School Board.

7.6 Sick Leave

7.6.1 Each confidential support staff employee in the District shall be granted one (1) day of “sick leave” per month. This sick leave shall be termed “accrued” sick leave.

7.6.2 Each confidential support staff employee upon employment by the District shall be granted forty-five (45) days of leave which shall be reserved for use in cases of long-term illness only, and which shall remain as “reserved leave” during the first and second year of employment. "Long-term" shall be defined as any illness extending for more than fifteen (15) consecutive working days.

7.6.3 Upon entering the third year of employment, long-term (reserved) “sick leave” shall become available as “accrued sick leave” and may be used as the need arises. No confidential support staff employee shall use more than sixty-five (65) days of the total “accrued sick leave” during any one period of absence.

7.6.4 Sick leave with pay shall be allowed by the employer whenever a confidential support staff employee's absence is due to an illness or physical disability of the employee or the employee's dependent child/ren which prevented the employee's attendance at the employee's place of work and performance of duties on that day or days. A dependent child/ren means a person under 18 years of age or a person under 20 years of age still attending secondary school.

7.6.5 In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the confidential support staff employee shall inform the employer in writing no later than three (3) months prior to the contemplated starting date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

7.6.6 The employer may require a confidential support staff employee to furnish evidence of illness during an absence. In such event, the confidential support

staff employee will be notified and advised of the steps necessary to meet the requirement.

- 7.6.7 In the event that the sick leave has been completely used and upon application to the Superintendent, the Superintendent may, with discretion, pay the confidential support staff employee the difference between the regular daily wage and the substitute's pay for a period not to exceed thirty (30) days. This additional time applies only to confidential support staff employees who have completed three (3) full years of service with Minnetonka Public Schools. If another illness occurs after thirty (30) days have been used, full wage deduction will be made. These thirty (30) days may be used at any time during the current school year. Any confidential support staff employee refusing or not entitled to income protection insurance shall be covered by the "sick leave" policy in force June 30, 1967.

7.7 Death or Serious Illness Leave

- 7.7.1 Leaves-of-absence without wage deductions will be granted for deaths, funerals, or serious illness where life is in peril in the confidential support staff employee's family pursuant to the rules of this section. Requests must be made to the Superintendent or designee for leaves under this provision.
- 7.7.2 Up to five (5) days will be allowed if the death, funeral, or serious illness involves the confidential support staff employees parent, sister, brother, spouse, child, grandchild, or blood relative residing in the same household.
- 7.7.3 Up to three (3) days will be allowed in the case of the death or serious illness of the confidential support staff employee's spouse's father, mother, sister, or brother, or the employee's grandparents.
- 7.7.4 Up to one (1) day will be allowed in case of death or serious illness of any other relative or close friend.
- 7.7.5 Additional leave may be allowed under this section at the discretion of the Superintendent.

7.8 Personal Leave

- 7.8.1 Upon request to the Superintendent, two (2) days of personal leave per year may be granted without wage deduction. These days of leave may be accrued for up to one year if unused during the current school year.
- 7.8.2 These days of leave shall not be used when other sections of this Policy make provision for the absence.

- 7.9 Other Extended Leaves - A confidential support staff employee may apply for a paid or unpaid leave-of-absence for any reason not covered under other sections of this policy, including such reasons as personal problems and family illness. Such leaves

shall not be granted when other leaves apply. Mutually acceptable return dates shall be agreed to in writing prior to the granting of such leave. Failure to return on the approved date may constitute grounds for termination.

8.0 Report of Absence

In the event an illness or absence occurs, an absentee report must be completed and submitted to the immediate supervisor.

9.0 Personal Injury to School Personnel

In the case of serious accident, the Office of Superintendent should be notified immediately by telephone. This should be followed by a written description of the details of the accident. Regular reporting blanks to the Industrial Commission may be secured from the Business Office. If an employee has received a minor injury, regardless of how slight, the injury MUST be reported to the District Service Center.

10.0 Insurance Fringe Benefit Allocation for Confidential Support Staff Employees:

10.1 The District will allocate \$1,700 per month effective July 1, 2023, and \$1,800 per month effective July 1, 2024 to each eligible confidential support staff employee for use in purchasing fringe benefits under this policy.

10.1.1 Said allocation will commence on July 1 of each year and will be made to the confidential support staff employee's account in equal amounts distributed over 26 pay periods per year during which the confidential support staff employee is entitled to full wage from the District.

10.1.2 Each full-time confidential support staff employee who begins work prior to the fifteenth of any month is eligible for the full monthly allocation. A confidential support staff employee who begins after the fifteenth day is not eligible for the allocation for the month.

10.1.3 A full-time confidential support staff employee is defined as a person employed for a minimum of six hours per day or equivalent per day period for the term in which school is normally in session.

10.1.4 An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period not to exceed two (2) years. While on medical leave, only during the period the employee is receiving Income Protection Insurance under section 10.5.3, the District shall pay \$100.00 toward the cost of health insurance for the employee.

10.2 Each eligible confidential support staff employee will be required to purchase individual coverage under one of the approved health insurance plans, the life insurance plan, and the income protection plan.

10.2.1 A confidential support staff employee will receive as additional wage in equal amounts distributed over 26 pay periods any money allocated to the

confidential support staff employee for that month which was not charged against the confidential support staff employee's fringe purchases.

10.2.2 Allocation and right to participate in insurance fringe benefits will cease upon termination from District employment except as otherwise provided.

10.3 A confidential support staff employee may elect additional coverage which may be available under District insurance plans for health, life, dental, and income protection. If the premiums for these coverages exceed the amount of the District contribution detailed in 10.1, the additional cost shall be borne by the confidential support staff employee and paid by payroll deduction while the confidential support staff employee is receiving pay from the District.

10.4 Available Fringe Benefits

10.4.1 Coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The District will select the insurance carrier and the policy of insurance.

10.4.2 Health and Accident Plans

10.4.2.1 The District shall make available to the confidential support staff employee hospitalization, medical, major medical and health maintenance organization insurance coverage.

10.4.3 Income Protection Insurance

10.4.3.1 Income protection insurance equivalent to annual wages plus annual amount of insurance fringe benefit allocation shall be made available and paid for by each full-time confidential support staff on an after-tax basis. The employer will select the insurance carrier.

10.4.4 Term Life Insurance

10.4.4.1 The District will make available a \$50,000 principal sum life insurance policy with double indemnity provision in case of the accidental death of the confidential support staff employee.

10.4.4.2 The confidential support staff employee may elect to purchase additional term life insurance coverage for himself/herself as allowed by the group insurance carrier for the confidential support staff employee group.

10.4.4.3 Dependent life insurance will be made available, provided sufficient employees in the District participate to meet the selected vendor's minimum requirements.

10.4.5 Dental Insurance

10.4.5.1 A Confidential Support Staff member may elect to participate or not to participate in the District Dental Insurance Plan.

10.4.5.2 The administration of any dental plan provided this plan will be consistent with the policies and procedures established by the insurance carrier.

10.4.5.3 To the extent such cost exceeds the monthly amount allocated to the confidential support staff employee pursuant to provision 10.1 above, the cost of any such group dental insurance shall be borne by the confidential support staff employee. It shall be paid by payroll deduction while the confidential support staff employee is receiving pay from the district or be paid with the provisions of the Flex-benefit Plan pursuant to provision 10.6 (below).

10.5 Fringe Benefits for Employees on Leaves of Absence

10.5.1 Health and Accident Plans

10.5.1.1 The District will provide individual health and accident insurance for confidential support staff employees on leaves of absence, and for confidential support staff employees on medical leaves of absence for a period of five years.

10.5.1.2 Dependent coverage will be available at the confidential support staff employee's expense.

10.5.2 Term Life Insurance

10.5.2.1 Confidential support staff employees on leave will be provided term life insurance to the same level as an active employee.

10.5.3 All leaves of absence other than those noted in this section will terminate District responsibility for insurance subsidy; however, the School Board may make exceptions.

10.6 Flexible Benefit Plan

10.6.1 District shall make available to the confidential support staff employees a flexible benefits plan pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan, the details of which will be agreed upon by the parties, will provide a system whereby confidential support staff employees may elect to allocate monies from their wages to be used for the purchase of medical, vision, dental and childcare expenses.

11.0 Retirement Health Savings Match

11.1 Purpose of PLAN

The purpose of the PLAN is to encourage employees to develop a financial plan for their future by providing money for investment during the course of their employment with the District.

11.2 Benefit

Employees working 75 percent or more of a full-time schedule shall receive a Retirement Health Savings Match as a percent of base salary for deposit into a 403(b) or 457 tax deferred savings account at the employee's discretion at the following percentage rates:

Completing 1 year of service (year 2 of service)	2%
Year 3 and year 4 of service	4%
Year 5 of service and thereafter	8%

11.2.1 Match Year Begins July 1

The annual year for the Match shall be July 1 through June 30. The allocation shall be pro-rated for any partial year of service.

11.3 Enrollment Limited to Participating Companies

Tax sheltered annuity or deferred compensation enrollment will be limited to companies currently having employees enrolled in the program.

12.0 Earned Benefit Transfer

The District agrees to join with Confidential Support Staff employees in the creation of a plan pursuant to Section 403(b) and/or Section 457 of the Internal Revenue Code providing for the transfer of accrued and unused sick leave and/or vacation to a tax-sheltered plan in an amount consistent with the employee's accrual of such benefit in the District and the limits of the Internal Revenue Code. All such payments for these benefits as provided in this policy shall be directed toward such tax-sheltered plans as selected by the employee. The District also agrees that such payments may be made directly to the employee in the event that such payments do not qualify for a tax-sheltered plan or in the event the employee determines that he/she wants to utilize a Roth IRA or other legal retirement investment, without further cost to the District. The source of matching funds may be by payroll deduction or by converting unused sick leave and/or vacation. Any transfer of days pursuant to this paragraph will be deducted from the employee's sick leave and/or vacation accrual as provided in Section 4.2 and Section 7.6. For purposes of this paragraph, a day's pay shall be calculated by multiplying the employee's hourly rate x 8. The parties agree to cooperate in the development of such documents as are necessary to implement the provisions of this paragraph in accordance with the Internal Revenue Code.

A Confidential Support Staff employee can transfer on an annual basis a combination of vacation and sick leave based on the following:

- Tier 1: 10 days (minimum of 200 total hours of leave must be maintained)

- Tier 2: 15 days (minimum of 350 total hours of leave must be maintained)
- Tier 3: 20 days (minimum of 500 total hours of leave must be maintained)

13.0 Release from Position:

13.1 To secure a release from the Minnetonka Public Schools, the following requirements shall be in effect: The confidential employee shall submit in writing to the School Board through the Superintendent, a request for the release from employment, stating the reasons, at least three (3) weeks prior to the effective termination date.

13.2 In the event the performance of a confidential support staff employee appears to be deficient, the following steps are to be taken:

13.2.1 The supervisor will discuss the performance concern with the employee.

13.2.2 Jointly, the supervisor and supervisee are to develop a plan and carry out steps that potentially, may correct the performance concern including such things as consultation with others in like positions, pursuit of course work, observations, attendance at workshops, and realignment of responsibilities, if possible.

13.2.3 In the event the supervisor determines that these efforts to overcome deficiencies and improve performance have been unsuccessful and that termination is the best course of action, specific procedural steps are to be taken.

13.2.3.1 The supervisor is to notify the supervisee of such proposed action in writing, including the reasons for the proposed release and to send a duplicate copy to the Superintendent.

13.2.3.2 Within fourteen (14) calendar days of the formal notification, the employee may contact the Executive Director of Human Resources to request a hearing. In the event the Superintendent is the immediate supervisor, the supervisee may request a hearing within fourteen (14) calendar days from the School Board. If no hearing is requested within this period, it shall be deemed acquiescence by the supervisee.

13.2.3.3 The date of actual separation may not be earlier than thirty (30) calendar days after the date of formal notification of proposed release from position. Normally, the release will be effective on June 30, unless there are unusual circumstances in the case.

14.0 Reorganization and/or Reduction in Administrative Staff

- 14.1 In the event there is going to be a reorganization and/or reduction in Administrative Staff, the Superintendent may meet in advance with confidential support staff employees to solicit suggestions, ideas, and criteria which might then be used in developing and formulating alternative plans.
- 14.2 In the event that confidential positions are likely to be discontinued, the assignment of confidential support staff personnel to remaining positions will draw upon multiple criteria, among which will be longevity, qualifications of persons to assume new roles and responsibilities, past performance records, and organizational needs in forthcoming months and years.
- 14.3 In the event there is a proposed reduction in the number of district-wide confidential positions, affected individuals are to be notified in writing prior to the time a final decision is made by the School Board.
- 14.4 If the decision is made to reduce a district-wide confidential position, written notification to this effect stating the reasons is to be given to the employee assigned to the position four (4) weeks prior to the effective termination date.

Reviewed and Approved on June 1, 2023