

INDEPENDENT SCHOOL DISTRICT 719



PRIOR LAKE-SAVAGE
AREA SCHOOLS

CONFIDENTIAL EMPLOYEES

TERMS AND CONDITIONS OF EMPLOYMENT

JULY 1, 2022 - JUNE 30, 2024

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ARTICLE I PURPOSE

Section 1

The purpose of this document is to define the salary, benefits and other terms and conditions of employment for confidential employees for July 1, 2022 - June 30, 2024.

ARTICLE II DEFINITIONS

Section 1. Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including benefits and economic aspects relating to employment but does not mean policies of the school district.

Section 2. Regulations

All discussions between the board and the confidential employees shall be confined to the areas stipulated in Article II, Section 1.

ARTICLE III RIGHT TO VIEWS

Section 1

Nothing contained in this agreement shall be construed to limit, impair or affect the right of any confidential employee to expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the employer.

ARTICLE IV HOLIDAYS AND VACATIONS

Section 1. Holidays

Confidential employees shall be granted paid holidays as designated by the school board.

Section 2. Paid Vacation

Subd. 1. Full Year Employment: Vacations shall accrue on July 1st of each year, and are non-cumulative from year to year. Employees hired before July 1, 2023 shall earn vacation based on the following schedule:

- A. First nine (9) years of employment: 4 weeks
- B. Ten (10) years of employment: 5 weeks

Employees hired after July 1, 2023 shall earn vacation based on the following schedule:

- A. First nine (9) years of employment: 3 weeks
- B. Ten (10) years of employment: 4 weeks

Subd. 2. Time of Vacations: The vacation schedule for all employees shall be approved by their supervisor. Employees may carry-over five (5) vacation days from one year to the next. Carry-over

must be used by December 31, unless extenuating circumstances exist, as determined by the executive director of administrative services, which necessitate a later date.

ARTICLE V GROUP INSURANCE

Section 1. Hospitalization and Medical Insurance

Subd. 1: The school board shall pay up to eight hundred and eighty dollars (\$880) per month beginning the 2022-23 contract year and up to nine hundred and fifteen (\$915) per month beginning the 2023-24 contract year for all full-time employees employed by the school district who qualify for and are enrolled in the school district group health and hospitalization plan. For contents of the plan for said insurance protection, refer to hospitalization policy currently in effect.

Subd. 2: Full-time employees who qualify for two-party or family coverage may purchase this coverage at their expense through payroll deduction. The school district will contribute an additional one thousand five hundred dollars (\$1500.00) per year for employees who elect to take two-party or family coverage.

Should the district make changes to health insurance plan/s or should changes in any law or regulations impact benefits provided, the employer shall negotiate with the group over the impact and effect of such change(s). Should the district make changes to health insurance plan/s or should changes in any law or regulations impact benefits provided, the employer shall negotiate with the group over the impact and effect of such change(s).

The District will offer at least one voluntary high-deductible/VEBA health plan option coupled with a VEBA trust. Eligible employees who choose to enroll in the high deductible VEBA health plan shall receive a district contribution to a VEBA account set up for that employee. Employee Contracts/Terms and Conditions determine eligibility. The following provisions shall apply to the VEBA plan offered by the District:

High deductible VEBA health plan Single Coverage: if employee selects the VEBA plan with single coverage, the District will make a \$1,200 annual contribution to the employee's VEBA HRA. Beginning the 2023-24 fiscal year, the District will contribute the annual amount to the employee's VEBA account in two equal installments. First installment will be contributed in July or the first date of employment. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

High deductible VEBA health plan Dependent Coverage: if employee selects the VEBA plan with dependent coverage, the District will make a \$2,400 annual contribution to the employee's VEBA HRA. Beginning the 2023-24 fiscal year, the District will contribute the annual amount to the employee's VEBA account in two equal installments. First installment will be contributed in July, the first date of employment, or the first day of coverage. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

Investment fees (if any) will be paid from the individual accounts of employees. Monthly administration fees of active employees for VEBA administration will be paid for by the District.

Section 2. Income Protection Insurance

The school board will participate in a long-term disability program by paying the full cost of the annual premium for each full-time employee who becomes disabled from sickness or accident and will be insured after twenty-one (21) consecutive working days to the extent of sixty-six and two thirds percent (66.66%) of salary. Benefits will be payable as long as the employee remains totally disabled but not beyond the employee's sixty-fifth (65th) birthday. Benefits to disabled employees will be determined and paid as described in the long-term disability insurance plan. Employees may use accumulated sick leave to offset the difference in benefits versus salary on a pro-rated amount.

Section 3. Life Insurance

The school district will pay the premium for life insurance in the amount of fifty thousand (\$50,000) for each confidential employee. Additional coverage may be purchased at the employee's option via payroll deduction as permitted by the insurance policy.

Section 4. Dental Insurance

The school district shall provide a dental insurance plan and shall pay the premium up to \$418.80 in 2022-24

Section 5. Termination of Insurance Benefits

Coverage under insurance benefits shall terminate on the last day of the month in which a resignation is effective during the school year.

Section 6. VEBA Plan

Subd. 1. Establishment of VEBA: The school district adopted a VEBA Plan and an Employee Benefits Trust Agreement for the benefit of and for qualifying employees who are covered by this Agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd. 2. Benefits Provided through the VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan: The Postretirement Health Reimbursement Arrangement VEBA Trust.

Subd. 3. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees shall be paid from the account. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Subd. 4. Employer Contributions to the Postretirement Health Reimbursement Arrangement: The school district will contribute \$1000, (to be distributed annually through payroll). This benefit will expire July 1, 2019.

ARTICLE VI WORK YEAR

Section 1. Confidential Employees

Confidential employees shall work twelve (12) months per fiscal year (260 days, July 1 through June 30).

ARTICLE VII LEAVE PROVISIONS

Section 1. Sick Leave

Subd. 1. Number of Days: Confidential employees shall be granted twelve (12) days of sick leave per year. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee at the culmination of the employee's work year. A confidential employee's sick leave days for the year shall be credited to the employee's cumulative total at the beginning of the employee's employment period for the year.

Section 2. Family Bereavement, Family Illness and Funeral Leaves

Employees will be entitled to family bereavement or illness leave up to a maximum of eight (8) days per contract year as described in Subd 1, Subd 2, and Subd 3 below:

Subd 1. Family Bereavement Leave: Employees may use bereavement leave for the death of the following family members: spouse, fiancé, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or employee's spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

Subd 2. Immediate Family Illness Leave: Employees may use illness leave for any illness or injury of a child, spouse or parent that requires the presence of the employee. Employees may also use family illness leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

Subd 3. Other Family Illness Leave: Employees may use illness leave for a serious injury or illness of other family members named in Subd 1. A serious injury or illness is defined to include health conditions requiring medical treatment or supervision; physical or mental disability; chronic long-term treatment.

Subd 4. Funeral of a Friend: Employees will have one (1) annual non-accruing bereavement leave day for the funeral of a friend.

Section 3. Personal Leave

Subd. 1: A confidential employee shall be granted a personal leave of no more than two (2) days per year. Personal leave shall be non-cumulative and must be requested at least twenty four (24) hours in advance.

ARTICLE VIII EARLY RETIREMENT

Section 1. Eligibility

Confidential employees hired prior to July 1, 2010, who have completed at least twenty (20) years of continuous service in School District 719 and who are at least fifty-five (55) years of age may make application for early retirement by submission of a written resignation. Individual applications for early

retirement incentive will be granted where it can be shown, over the period of time between early retirement, that the separation would result in a cost savings to the district. Early retirement pay shall not be granted to any confidential employee who has been discharged for cause.

Section 2. Definitions

For purposes of this article, "early retirement" means the termination of services in the employing district and withdrawal from active service prior to the normal retirement age. "Normal retirement age" shall mean the age at which time the confidential employee is entitled to full Social Security benefits. "Base daily salary" is calculated by dividing the annual salary by 235 days.

Section 3. Compensation For Years of Service

An eligible confidential employee who elects early separation through resignation, shall receive compensation equal to his/her base daily salary at the time of separation times five (5) days for each full year of service up to a maximum of eighty (80) days.

Section 4. Compensation For Accumulated Sick Leave

In addition to the provisions of Section 3, the confidential employee shall be eligible to receive an additional amount by multiplying fifty percent (50%) of his/her unused sick leave days times his/her base daily salary up to a maximum of sixty (60) days.

Section 5. Maintenance of Benefits

The separated confidential employee shall have the right to continue, at the employee's expense, all insurance benefits in accordance with state and federal law.

Section 6. Payment of Benefits

Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations. Unless governed by the preceding sentence, early retirement incentive will be paid within thirty (30) days of the effective date of the resignation. Any District contribution into employee's 403(b) plan during tenure with district will be deducted from the early retirement incentive payment total.

Section 7. Death Benefit

If a confidential employee dies, early retirement pay will be disbursed to a named beneficiary or, if none is named, to the deceased's estate.

Section 8. Payment Method

All early retirement incentive payment will only be paid to the employee's designated 403(b) plan as determined by the employee and on the current list of vendors of the district.

ARTICLE IX TAX SHELTERED ANNUITY AND MATCHING PLAN

Subd 1. Eligibility: Full-time confidential employees shall be eligible to participate in the tax sheltered annuity plan.

Subd 2. Contribution: The School District's annual contribution will be based on the confidential employee's years of employment in the Confidential Employee's unit and will be in the following amounts:

<u>Year of Employment</u>	<u>District Match</u>
1 st	\$0

2 nd -4 th	\$500
5 th -9 th	\$800
10 th -14 th	\$1,100
15 th - and beyond.....	\$1,500 (\$27,500 maximum)

ARTICLE X WORKING DAY

Section 1. Length of Day

The working day shall be eight (8) hours including a thirty (30) minute lunch hour.

Section 2. Hours During Day

The hours of employment during the day shall be determined by the Superintendent of Schools or his/her designee.

Section 3. Overtime

With the advance approval of the supervisor, confidential employees may work beyond the regular 40-hour work week, in which case the employee will have the option of using compensatory time at 1.5 hours for all hours worked beyond 40 or being paid overtime at 1.5 times their regular hourly rate of pay. The school district retains the right to require the use of compensatory time in lieu of overtime pay. All overtime work, however, shall be on a voluntary basis.

ARTICLE XI GRIEVANCE

Section 1. Definition of Grievance

The term grievance shall mean an allegation by a confidential employee(s) resulting in a dispute or disagreement between the confidential employee(s) and the Board of Education as to the interpretation or application of terms and conditions of employment.

Section 2. Representation

Any parties involved in a grievance procedure may be represented at any time during the procedures by a person or agent designated by a concerned party to act in her/his behalf.

Section 3. Procedure

A confidential employee shall discuss the grievance with the Executive Director of Human Resources. If agreement is not possible, the confidential employee shall discuss the condition with the Superintendent of Schools. In the event that the matter remains unresolved, the matter shall be placed in writing and presented to the Board of Education for a final decision.

2022-23 SALARY SCHEDULE

	Benefits Specialist	Senior Human Resources Specialist	Human Resources Specialist	Senior Payroll Specialist	Payroll Specialist	Human Resources Assistant and Business Services Assistant
1	77,292	74,764	71,203	68,874	65,595	63,364
2	78,072	75,519	71,923	69,571	66,258	64,004
3	78,860	76,282	72,650	70,273	66,927	64,651
4	79,657	77,053	73,383	70,983	67,604	65,303
5	80,462	77,831	74,124	71,700	68,286	65,963

2023-24 SALARY SCHEDULE

	Benefits Specialist	Senior Human Resources Specialist	Human Resources Specialist	Senior Payroll Specialist	Payroll Specialist	Human Resources Assistant and Business Services Assistant
1	79,031	76,446	72,805	70,424	67,071	64,790
2	79,828	77,218	73,542	71,136	67,749	65,444
3	80,635	77,998	74,284	71,854	68,433	66,105
4	81,449	78,787	75,034	72,580	69,125	66,773
5	82,272	79,582	75,792	73,313	69,822	67,448

The initial salary placement of new employees will be as agreed by the new employee and the Executive Director of Administrative Services but will not be greater than salary levels established above.