

Master Agreement
between
Independent School District No. 477
Princeton, Minnesota
and
The Princeton Secretarial Association

July 1, 2023 through June 30, 2025

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ARTICLE I. PURPOSE:

THIS AGREEMENT, is entered into between Independent School District No. 477, Princeton, Minnesota, hereinafter referred to as the school district and the Princeton Secretarial Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Secretarial and Clerical employees during the duration of this Agreement.

ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the Princeton School District recognizes the Princeton Secretarial Association, as the exclusive representative for Secretarial and Clerical employees, employed by the Princeton School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, and in as certified by the Bureau of Mediation Services.

ARTICLE III. DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of the P.E.L.R.A., regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the Secretarial, and Clerical employees shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term, "school district," shall mean the school board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV. SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Law, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulation, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

ARTICLE V. EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or her/his representative to the expression or communication of a view, grievance, complaint or opinion or 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 exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school board.

Section 3. Request for Dues Check Off: Exclusive representative shall have the right to request and be allowed dues check off for the employee. The proceeds, thereof, shall not be allowed any employee organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct, from the employee's paycheck, the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

ARTICLE VI. RATES OF PAY

Section 1. Rates of Pay:

Subd. 1.: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the period commencing July 1, 2023 through June 30, 2025.

Subd. 2.: All pay will be on a time card basis and paid according to the number of actual hours worked. The school district shall determine the number of hours to be worked.

Subd. 3.: Duration: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement.

The salary schedules are not to be construed as a part of the secretary's continuing contract. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a secretary shall be compensated according to the previous year's compensation until such time as a successor agreement is executed. The School Board reserves the right to withhold increments, advancements, lane changes, or any other salary increase for just cause.

Subd. 4. Increments: The school district may withhold the increment in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression before June 1st.

Subd. 5. Anniversary Date: When there is a ratified contract, employees will progress through wage steps annually based on a common anniversary date of 6/30 of each year for wages. For purposes of the first wage step increase after hire, employees with hire dates between 7/1 and 12/31 will be considered to have worked one year and will receive their first year step increase on the first 6/30 of their employment. Employees with hire

dates between 1/1 and 6/30 will not be considered to have worked one year and will wait for their first year step increase until the second 6/30 of their employment. The anniversary of hire date will be used to determine vacation, sick leave, and seniority.

Subd. 6.: The Princeton Secretarial Association President (or designee) and one additional Princeton Secretarial Association member will be allowed to attend contract negotiations meetings during working hours without loss of pay.

Subd. 7.: Pay Dates: Pay periods will be on the fifteenth and the last day of each month or on the preceding Friday when either date falls on a Saturday or Sunday.

Section 2. Regular Overtime: Each employee shall be paid one and one-half times their basic hourly rate for each authorized hour worked in excess of forty hours in a calendar week for which overtime has not been paid on any other basis.

Section 3. Emergency Sunday and Holiday Overtime: Each employee shall be paid double time if the district finds it necessary to call in employees on Sundays or holidays.

Section 4. Temporary Assignment:

In the event an employee is temporarily assigned out of classification, the employee will receive his/her rate of the temporary assigned position, whichever is greater. Such rate shall apply only if the temporary reassignment exceeds four (4) consecutive work-days. Starting the fifth (5th) day the greater rate will be applied and retro pay will go back to the first (1st) day of the temporary assigned position.

Section 5. Comp Time

- A. Upon accumulating 125 days of sick leave, in the event the employee works beyond the regular work week and has taken approved leave during the basic workweek, the employee may request to Human Resources to pay out those hours at the employee's daily rate of pay. Once the employee is paid for the leave, the employee has three (3) business days to submit a written request. This request has a limit of sixteen (16) hours per year.
- B. If the employee does not make a request, the hours will be credited toward the employee's leave.

ARTICLE VII. GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school board as provided by law.

Section 2. Health and Hospitalization/Life Insurance:

Subd. 1.:Premium Contribution.

Employer Contribution amount toward the premium cost of a School District group health and hospital plan.

| Plan Level | Monthly District Contribution Effective 7/1/2023 | Monthly District Contribution Effective 7/1/2024 |
|----------------------|---|---|
| Single | \$695 | \$765 |
| Single plus Children | \$877 | \$964 |
| Family | \$1343 | \$1477 |

District contribution amounts for a Single HSA plan will apply to the premium first with remaining contribution amounts going into the employee's HSA account.

For a married couple on staff, the School District shall contribute the stipulated amounts for each member of the couple, not to exceed the cost of a family premium. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 1a HRA Deposit

Full time employees (thirty [30] hours per week) who do not take the School District's group health and hospital plan will have \$500 each year deposited into an HRA. HRA contributions shall be paid on a pro rata basis if a part-time employee averages more than fourteen (14) hours a week and more than one hundred (100) days in any single school year.

Subd. 2.: Life Insurance: The school district shall provide group term insurance for all full-time employees (30 hours per week) in the amount of \$50,000.00. Employees have the option of purchasing more as within the guidelines of the insurance company.

Subd. 3.: Long Term Disability: The school district shall provide group long term disability insurance for all full-time employees (i.e. 30 hours per week). Coverage shall be based on 66 2/3% of the secretary's basic salary. Benefits are to begin after 90 days of total disability.

Subd. 4.: Dental Coverage: The school district shall contribute a sum not to exceed \$43.00 per month towards group dental coverage for employees who are working 30 hours per week or more and who are enrolled in the School District's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees must work at least 30 hours per week to be eligible for this Subdivision.

Section 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Eligibility: Benefits provided in this Article are designed for full-time personnel, (30 hours per week), as described in Article X, and shall not apply to part-time personnel.

Section 5. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium of such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

Section 6. Duration of Insurance Contribution: An employee is eligible for board contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last paid working day.

ARTICLE VIII. SEVERANCE PAY

Section 1.: Employees must have been hired prior to October 4, 2005 to be eligible for the provisions of this section. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year.

Subd. 1 Severance pay based on service to district

Subd. 1a.: The school district will pay severance pay to a secretary upon her/his retirement from work. This severance pay will be paid by the school district in equal annual installments over a time period not to exceed two (2) years from the effective date of the retirement and shall not be granted to any employee who is discharged by the school district. Severance pay will commence 90 days after retirement. In the event that an employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking the same, to the deceased's

estate. In no event, shall severance pay provided for a secretary exceed an amount equivalent to 68 days. An employee will accumulate severance pay at the rate of five (5) days per year of work experience in the Princeton Public School System. Employees hired after July 1, 1991, are required to have fifteen (15) years of employment with the District to be eligible for this benefit.

Subd. 1b Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403(b) account. The retiree will not receive any direct payment from the School District for severance pay.

The School District's annual contribution into the retiree's 403(b) account must not exceed the I.R.S. contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the I.R.S. maximum into the retiree's 403(b) account in the following year(s).

The School District contribution(s) into the retiree's 403(b) account will be made according to the same timeline as was provided for the direct payment of severance pay. The School District will only make contributions to investment vendors that have hold harmless agreements on file with the School District. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with contribution information for the previous twelve (12) months. The retiree will then submit the calculation of maximum deferral from the vendor.

Subd. 2: In addition, payment will be made for the retiring employee into a MSRS post retirement health care savings plan for those with 15 years of service. Payment will be determined from accumulated sick leave, up to 125 days. In the event of the retired employee's death and all severance requirements have been met, payment will be made into a MSRS post retirement health care savings plan for the employee's spouse. The School District contribution(s) will be made according to the same timeline as was provided for the direct payment of severance pay.

Section 2. Tax Deferred Matching Plan: For purposes of this section, full-time shall be defined as 2080 hours/year. Upon initial hire, the employee will have 30 days to submit a salary reduction authorization form to qualify for participation in the plan. Subsequent revisions to an employee's matching contribution will be permitted annually provided a revised salary reduction authorization form is submitted prior to July 1. Part-time employees will receive a prorated school district contribution.

Subd 1. dates, amounts and years of service apply to Princeton Public Schools
 Service recognition is based on full years on July 1

| Years of service to ISD 477 | Annual Match Amount 2023-2024 | Annual Match Amount 2024-2025 |
|------------------------------------|--|--|
| 0-5 years of service | \$1000 | \$1000 |
| 6-10 year of service | \$1350 | \$1350 |
| 11+ years of service | \$1750 | \$1750 |

Subd 2. District approved 403 (b) vendors for employees hired after September, 2019.

- 403b ASP
- ESI Education Minnesota
- AXA Equitable
- Foresters Financial Services
- Thrivent Financial
- Horace Mann

Section 3. Unused Vacation & Compensation Time

Upon retirement, unused vacation and compensation time will be paid out at the employee’s daily rate of pay. This payment will be placed into the employee’s district approved 403b account.

ARTICLE IX. LEAVES OF ABSENCE

Section 1. Sick & Safe Leave:

Subd. 1.: A full-time employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's.

Subd. 2.: Unused sick leave days may accumulate to a maximum credit of 170 days of sick leave per employee.

Subd. 3.:

Employees can use their earned sick and safe time for reasons such as:

- The employee’s mental or physical illness, treatment or preventive care;
- a family member’s mental or physical illness, treatment or preventive care;

- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee’s workplace due to weather or public emergency or closure of a family member’s school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 4.: The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5.: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6.: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7.: Sick leave is available to an employee for the necessary care of a child who is ill pursuant to M.S. §181.9413.

Subd. 8.: Sick Leave HRA:

Beginning September 1, 2019, employees who participate in a school district health plan will receive contributions into an HRA for accumulated sick leave days. If qualifications are met, participation is mandatory. The district will contribute the following amounts into an HRA account based off the following accumulated hours of sick leave at the end of each school year.

| Number of Accumulated Sick Leave hours (days) | Annual District HRA Contribution amount |
|---|---|
| 320 hours (40 days) | \$200 |
| 640 hours (80 days) | \$300 |
| 960 hours (120 days) | \$400 |
| 1360 hours (170 days) | \$500 |

Employees hired before October 4, 2005 will be allowed to participate in both the HRA reimbursement benefit as well as accruing their 125 days for severance purposes.

If an employee also has an HSA (Health Savings Account) the HRA will only cover approved dental and vision costs. Those restrictions will remain in place until retirement or selection of a different health plan option.

Section 2. Emergency Family Leave/Bereavement:

Subd. 1.: A full-time employee may be granted a paid leave of no more than 5 days per year, non-accumulative, in the event of a death or serious illness of someone in the employee's immediate family.

Subd. 2.:

"Immediate family" is defined as an employee's spouse/domestic partner, parent, step-parent, mother-in-law, father-in-law, child, ward, custody child, foster child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, or great-grandchild.

An employee may use personal leave, contingent upon department level approval, to attend the funeral of other relatives or non-family members.

Subd. 3.: This allowance may be extended at the discretion of the Superintendent in unusual circumstances.

Subd. 4.: Request for emergency family leave must be made in writing to the Superintendent of Schools at least 3 days in advance except in the event of emergencies. The request shall state the reason for the proposed leave.

Subd. 5.: The school board may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave.

Subd. 6.: In the event that a medical certificate will be required in a case of proposed family sick leave the employee will be so advised.

Section 3. Child Care Leave:

Subd. 1.: A child care leave may be granted by the school district, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2.: An employee making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3.: If the reason for the childcare leave is occasioned by pregnancy, a secretary may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a secretary shall not be eligible for sick leave during a period of time covered by a childcare leave, for conditions not resulting from pregnancy. A pregnant secretary will also provide at the time of the leave application, a statement from her/his physician indicating the expected date of delivery.

Subd. 4.: The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, or the like. The availability of a substitute employee may also be considered by the school district on the granting of a childcare leave or the duration, thereof.

Subd. 5.: In making a determination concerning the commencement and duration of a childcare leave, the school district shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6.: If the employee complies with all provisions of the Article and a child care leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 7.: An employee returning from child care leave shall be re-employed in the same position or one for which she/he is qualified, the first case the primary consideration provided:

- a. That the position has not been abolished.
- b. That she/he is not physically or mentally disabled from performing the duties of such position, or
- c. That she/he returns on the date designated on the request for leave approved by the School District.

Subd. 8.: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

Subd. 9.: An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave, except for the time that paid sick leave was utilized.

Subd. 10.: An employee on child care 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 as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate in accordance with state and federal laws if the employee does not return to the district pursuant to this section.

Subd 11.: Leave under this section, other than pregnancy-related, shall be without pay or fringe benefits.

Section 4. Medical Leave:

Subd. 1.: An employee, who has completed her/his probationary period, who is unable to perform her/his duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the school district.

Subd. 2.: A request for leave of absence or renewal thereof, under this section, shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume her/his normal responsibilities.

Section 5. Insurance Application:

Subd. 1.: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

Subd. 2.: To comply with the requirements of the Public Employees Retirement Association, any employee covered by this Agreement whose sick leave is entirely used,

and who is not able to return to normal duties because of illness, the School District will pass a resolution granting a temporary leave of absence and will notify the office of the Public Employees Retirement Association of this action.

Section 6. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which she/he had accrued at the time she/he went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 7. Other Personal Leave:

Subd. 1.: Effective July 1, 2010, employees hired before May 10, 2010, may be granted up to two (2) days of personal leave per year, non-accumulative, for situations requiring the employee's personal attention. These personal leave days will not be deducted from sick leave.

Employees hired after May 10, 2010, may be granted up to two (2) days of personal leave per year, non-accumulative, for situations requiring the employee's personal attention. These days will be deducted from sick leave.

Subd. 2.: Requests for personal leave must be made in writing to the Superintendent at least three (3) days, in advance, except in the event of an emergency. The Superintendent may, at her/his discretion, grant personal leave under the provisions of this subdivision without pay.

Section 8. Legal Business Leave: One day absence with pay may be allowed by the Superintendent for personal or legal transactions involving a legal instrument pertaining to deeds, mortgages, property titles, etc. Requests for a legal business leave must be made in writing to the Superintendent at least three (3), days in advance, except in the event of an emergency. The one-day per year allowed is not cumulative. Additional days beyond the one allowed shall be deducted at the full rate of daily pay.

Section 9. Worker's Compensation:

Subd. 1.: Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2.: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorata portions of days of sick leave or vacation time which is used to supplement workmen's compensation.

Subd. 3.: Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4.: In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

ARTICLE X. HOURS, TYPES OF SERVICE, AND CONDITIONS OF EMPLOYMENT

Section 1. Basic Work Week: The work week shall be determined by the School District and shall consist of five consecutive eight-hour days. Employees shall work on all days that school is in session.

Section 2. Basic Work Year: The work year shall be determined by the school district. Employees may work on the same weekly basis as her/his respectful administrator is employed.

Section 3. The employee's service shall include tasks of the nature indicated on job description consistent with the normal duties of the secretarial/clerical group which will vary with the nature of the building program. Custodial and clean up activities are to be done by other classified employees.

Section 4. Part-time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 5. Full-time Employees: Employees who work thirty (30) hours per week or more on a regular basis will be defined as full-time employees and will be eligible to participate in the school district's group health and hospitalization plan.

Section 6. Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Section 7. If, at the request of the employer, an employee is given a reduced number of hours below the minimum number required to qualify for fringe benefits, the employee shall continue to receive the benefits on a prorata basis according to the number of hours worked and shall not forfeit benefits earned prior to the reduction in hours. Participation in insurance benefits shall be subject to the approval of the insurance carrier.

Section 8. School Closing: In the event that school is closed on a day to day emergency and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. Employees will be permitted to make up the time within the same forty (40) hour work week, use unused vacation personal leave, compensatory time, legal business day or have their pay reduced accordingly.

Section 9. Inclement Weather/Flexible Learning Day: In the event that school is officially closed due to inclement weather, employees shall report to work unless it is physically impossible or the employee deems it hazardous to his/her health or safety. If the employee does not report to work, they will be permitted to make up the time within the same forty (40) hour work week, use unused vacation, personal leave, comp time, legal business day, or have their pay reduced accordingly.

Section 10: Jury Duty or Testifying Under Subpoena

Subd 1. An employee who is called for jury duty or who is subpoenaed as a witness, will not suffer a salary deduction if they miss work, unless they are a criminal defendant. If an employee is a criminal defendant, they may use personal leave to be paid if they miss work.

Subd 2. While serving on jury duty or as a subpoenaed witness, the employee shall receive full salary and benefits.

Subd 3. Employees who are released from jury duty or subpoena prior to 11:00am will report to their building/assignment.

Section 11. Paid Holidays: Full-time twelve month employees shall be granted the following paid holidays:

| | |
|------------------------|--------------------|
| Independence Day | New Year's Eve Day |
| Labor Day | New Year's Day |
| Thanksgiving Day | President's Day |
| Day after Thanksgiving | Good Friday |
| Christmas Eve Day | Memorial Day |
| Christmas Day | Juneteenth |

Less than 12-month employees will receive all listed holidays that fall within their working calendar.

Subd. 1.: If a holiday falls on Saturday, the preceding Friday will be observed. If on Sunday, the following Monday.

Subd. 2.: Double-time shall be paid for any work performed on a holiday in addition to the holiday pay.

Section 12. Vacations:

Subd. 1.: Vacations shall be granted on the basis of the following:

12 Months

- a. After one (1) year of consecutive employment – six (6) days or (48 hours) (up to three (3) days or (24 hours) of this period may be used after six (6) months of employment).
- b. After two (2) years of consecutive employment – 10 days (80 hours).
- c. After four (4) years of consecutive employment – 12 days (96 hours).
- d. After six (6) years of consecutive employment – 15 days (120 hours).
- e. After eight (8) years of consecutive employment – 17 days (136 hours).
- f. After ten (10) years of consecutive employment – 19 days (152 hours).
- g. After twelve (12) years of consecutive employment – 20 days (160 hours).
- h. After twenty-two (22) years of consecutive employment – 25 days (200 hours) employment commencing before 2010.

11 Months

- a. After one (1) year of consecutive employment six (6) days or (48 hours) (up to three (3) days or (24 hours) of this period may be used after six (6) months of employment).
- b. After two (2) years of consecutive employment – 9 days (72 hours).
- c. After four (4) years of consecutive employment – 12 days (96 hours).
- d. After six (6) years of consecutive employment – 15 days (120 hours).
- e. After eight (8) years of consecutive employment – 17 days (136 hours).
- f. After ten (10) years of consecutive employment – 18 days (144 hours).
- g. After twelve (12) years of consecutive employment – 19 days (152 hours).
- h. After twenty-two years of consecutive employment – 23.5 days (188 hours) employment commencing before 2010.

10 Months

- a. After one (1) year of consecutive employment – four (4) days or (32 hours) up to two (2) days or (16 hours) of this period may be used after six (6) months of employment).
- b. After two (2) years of consecutive employment – 8 days (64 hours).
- c. After four (4) years of consecutive employment – 10 days (80 hours).
- d. After six (6) years of consecutive employment – 13 days (104 hours).
- e. After eight (8) years of consecutive employment – 15 days (120 hours).
- f. After ten (10) years of consecutive employment – 16 days (128 hours).
- g. After twelve (12) years of consecutive employment – 17 days (136 hours).
- h. After twenty-two (22) years of consecutive employment – 22 days (176 hours) employment commencing before 2010.

Subd. 2 Vacation eligibility beginning July 1, 2017, all newly hired employees, who are District approved to work twelve, eleven and/or ten months in a school year inclusive of vacation, holidays, and approved leaves will earn vacation on a monthly basis. Vacation benefits shall not apply to substitutes or temporary employees.

- a) Upon hire through year five (5) of employment, employee will earn one day of vacation per month worked. (10 month= 10 days, 11 month= 11 days, 12 month= 12 days)
- b) Years 6 through 15 of consecutive employment, employee will earn 1.25 days of vacation per month. (10 month=12.5 days, 11 month= 13.75 days, 12 month= 15 days)
- c) After 15 years of consecutive employment, employee will earn 1.67 days of vacation per month. (10 month= 16.7 days, 11 month= 18.37 days, 12 month= 20 days)

Section 13. Application of Vacation Benefits:

Subd. 1.: Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the school district.

Subd. 2.: If the employee resigns before completing a full year of service, she/he shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the school district with at least two (2) weeks advance notice of resignation time.

Subd. 3.: The scheduling of all vacation time shall be determined by the school district.

Subd. 4.: Vacation days may be used during times that school is in session with the approval of the principal or supervisor and the Superintendent or her/his designee.

Subd. 5.: Vacation days will be paid at the rate of the number of hours an employee works on a daily or weekly basis.

Subd. 6.: If an employee is terminated because of a layoff, reduction in staff, early retirement, normal retirement, disability retirement or voluntary quits with two weeks notice to the district office, the employee shall be entitled to a prorata share of vacation earned.

Subd. 7.: Vacations shall not be accumulated from year to year except up to three (3) days may be carried over into the next contract year.

Subd. 8.: Employees starting after July 1, shall receive a prorata vacation for the balance of the fiscal year.

Subd. 9.: Employees who are less than full-time but work at least 4 hours per day during the school year are eligible for vacation benefits prorated based upon the ratio of their schedule to that of the full-time employees.

Section 14. Personal Vehicles: Employees will not be asked to use their own vehicles for school business except as authorized and mutually agreed upon and paid at the district's mileage rate. In the event of an accident that involves liability, the employee's automobile insurance would have to cover first and the school district insurance would take over in the event the liability limits were exceeded and the school had assigned the employee to use his or her car.

ARTICLE XI. TERMINATION OF EMPLOYMENT

Section 1. Probationary Period: An employee under the provisions of this Agreement, shall serve a probationary period of six months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Transition Period For Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a transition period of three (3), calendar months in any such new position. During this three (3) month period, if it is determined by the school district that the employee's performance in the new position is unsatisfactory, the school district shall have the right to reassign the employee to the employee's former position. Employees may also, request and be granted to return to their previous position as a replacement is available.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the initial date of employment application.

Section 5. Discharge:

Subd. 1.: The employer shall have the right to impose disciplinary actions on employees for just cause.

Subd. 2.: Disciplinary actions by the employer shall include the following actions and will normally take the course of #1, 2, 3 and 4, depending on the seriousness of the infraction.

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Subd. 3.: Employees who are subjected to the above shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

ARTICLE XII. REDUCTION IN FORCE

Section 1. The parties recognize the principle of seniority in the application of this Agreement, within bargaining unit, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain her/his seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff.

Section 2. Order of Layoff:

Subd.1.: If a Class IV Secretary is to be laid off and she/he has seniority, she/he may displace the least senior Class IV employee or the least senior Class III employee.

Subd. 2.: If a Class III Secretary is to be laid off and she/he has seniority, she/he may displace the least senior Class III employee.

Section 3. Recall: Recall shall be consistent with the procedure established in Section 1 of this Article.

ARTICLE XIII. VACANCIES

Section 1. Postings: Notice of new positions or vacancies within the unit, of more than thirty (30) days duration, will be posted in the Office of the Superintendent of Schools for a period of ten (10) calendar days. Applicants must submit their bids in writing within the ten (10) days notice period to the Office of the Superintendent or her/his designee.

Section 2. Bids: Bids must be in writing and received in the Office of the Superintendent before the expiration of the ten (10) calendar days notice period. Administration shall then notify selected applicants within ten (10) calendar days after the close of the posting.

Section 3. Transfers: Effective 7-1-91, senior bidders shall advance within each classification automatically to the interview process. In bidding into a higher classification, seniority will be considered along with qualifications and ability. The School District shall make the final decision on promotions to a higher pay grade.

Section 4. Job Change Step Placement: If an employee is promoted or changes jobs within the present group to a classification requiring additional responsibilities associated with a higher wage schedule, that employee shall receive the entry-level wage of the new position. If the employee's present wage rate is equal to or greater than the entry level of the new position, the employee shall be placed on the next step of the appropriate wage schedule that results in an increase.

ARTICLE XIV. MEDICAL EXAMINATION

Section 1. New employees may be required to undergo a physical examination at the expense of the school district.

Section 2. Physician Statement A physician statement of fitness with notation of any physical defects must be filed in the office of the superintendent as a pre-employment requirement, and as a record for reference in possible compensation insurance claims.

Section 3. Any employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees, may be required to undergo a health examination by a licensed physician, at the expense of the school district. The procedures to be followed under this section are to be in accordance with procedure stated in M.S. 125.12, Subd. 7.

ARTICLE XV. WORKSHOPS AND CONVENTIONS

Section 1. Employees desiring to attend workshops, seminars, conferences, or other professional improvement opportunities, shall forward such requests including all pertinent details to the supervisor and be subject to approval by the Superintendent, or designee.

Subd. 1.: The district will pay such reasonable expenses to include transportation, registration, and meals and lodging to employees who attend such sessions.

ARTICLE XVI. RETIREMENT AND RESIGNATION

Section 1. Two weeks notice shall be required of an employee if the employee wishes to resign in good standing.

Section 2. The district shall notify employees of any layoff and any reduction in hours of work for the subsequent year, by June 30 of the current school year.

ARTICLE XVII. GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrators, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in her/his behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension: Time limits specified in this Agreement may be altered by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein, shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within ten days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver, thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner.

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or her/his designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or her/his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered in the event the School Board reviews to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the Office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein, shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article XVII, of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance whether before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to the grievance properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In consideration to the statutory rights and obligations to the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVIII. DURATION:

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees. The provisions herein relate to terms and conditions of employment supersede any and all prior Agreements, resolutions, past practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable and if any provisions thereof, or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provisions, thereof.

Section 5. Delivery: This contract shall be delivered to the employees covered within thirty days of signature date.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT as follows:

For Princeton Secretarial Association

For Independent School District #477

706 First Street

Princeton, Minnesota 55371

Negotiator

School Board Chairperson

Negotiator

School Board Clerk

Dated this _____ day of _____, 2023

Dated this _____ day of _____, 2023.

**SCHEDULE A
2023-2024**

| STEP | Class III | Class IV |
|------|-----------|----------|
| (1) | 23.69 | 25.05 |
| (2) | 24.55 | 25.91 |
| (3) | 25.40 | 26.76 |
| (4) | 26.26 | 27.62 |

2024-2025

| STEP | Class III | Class IV |
|------|-----------|----------|
| (1) | 24.52 | 25.93 |
| (2) | 25.41 | 26.81 |
| (3) | 26.29 | 27.70 |
| (4) | 27.18 | 28.59 |

Longevity After 15 Years of Consecutive Service \$.75

Class III

Assistant Principal Secretary
 Attendance Secretary
 Health Services Secretary
 Office Assistant/K-5
 Student Services Secretary
 Testing Secretary
 Counseling Secretary
 Family Center Secretary

Class IV

Community Education Secretary
 High School Activities Secretary
 Operations Secretary
 Principal Secretary
 Technology/Teaching & Learning Secretary

SENIORITY LIST

| | |
|---------------------------------|----------|
| 1. Gwen Rapp | 08-15-88 |
| 2. Julie Bathke | 10-16-89 |
| 3. Debra Jenson | 09-24-90 |
| 4. Dina Scandinato | 06-25-99 |
| 5. Kimberly Myers | 01-06-03 |
| 6. Laura Pipenhagen | 01-06-03 |
| 7. Jacqueline Lindenfesler | 01-17-05 |
| 8. Carrie Tarvestad | 08-19-08 |
| 9. Christine Hazelton | 01-04-11 |
| 10. Sonia Strickland | 07-17-14 |
| 11. Kelly Breault (ULA 6/30/23) | 05-26-15 |
| 12. Ashley Dassow | 10-14-20 |
| 13. Jessica Lorenzen | 10-12-21 |
| 14. Kristie Kaiser | 10-28-21 |
| 15. Tara Ponting | 08-08-22 |
| 16. Minda Matthewman | 08-24-22 |
| 17. Greta Schimming | 08-07-23 |
| 18. Jessie Kohl | 08-14-23 |

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 477, Princeton Public Schools (“District”) and Princeton Secretarial Association (“Union”).

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for Secretaries who are employed by the District; and

WHEREAS, the District and the Union want to establish an emergency sick leave pool for full-time secretaries who are employed by the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is acknowledged, the District and the Union agree as follows:

1. **Creation of Emergency Sick Leave Pool (“ESLP”).** The District and Union hereby create an ESLP for full-time secretaries who are experiencing a “medical emergency.” The ESLP is not a sick leave benefit that is provided by the District. It is a benefit that is provided by coworkers through the voluntary donation of allocated leave.
2. **Definition of Medical Emergency.** For purposes of this MOA, a “medical emergency” means a medical condition that will require the member to be absent for more than ten consecutive duty days and will result in a substantial loss of income to the member because the member has exhausted all other forms of paid leave. The medical condition must be recognized by the mainstream medical community. A qualified medical doctor must have diagnosed the member with the medical condition. The ESLP may not be used to care for a family member’s medical condition.
3. **Donation of Allocated Leave.** The ESLP will be established by voluntary donations from members of the Secretaries’ bargaining unit. All Secretaries who wish to participate in the ESLP will initially be assessed one (1) day of sick leave per school year. Donations must be completed on the ESLP donation form during the donation window. All donations are confidential and nonrefundable. Once a member donates a day of sick leave to the ESLP, the member cannot rescind or retract the donated -sick leave for any reason. Additionally, employees are not to be compensated or receive gifts for donating sick leave. If at any point the pool is not self-sustainable, the District and Union may mutually agree to provide members of the bargaining unit an opportunity to donate an additional day of accumulated sick leave. The District has no obligation to grant leave from the ESLP if all donated days have been exhausted. The pool will carry over from year to year. Those who do not participate in donation are not eligible to receive ESLP days. An employee donating a sick day into the ESLP will be eligible to draw from the ESLP for the contracted school year.

4. **Eligibility for ESLP.** Current full-time K-12 Secretaries who are experiencing a medical emergency are eligible to receive up to thirty (30) days of paid leave from the ESLP during any school year and a maximum of forty-five (45) days during their career with the District. For purposes of this MOA, a “full-time” member is a member who is regularly scheduled to work more than 37.5 hours per week. To obtain such leave from the ESLP, an eligible member must have donated one (1) sick day in the current year and submit the following: (1) a written application to receive paid leave from the ESLP; and (2) a medical certification from the member’s treating physician. The District may require additional information, as it deems necessary, to determine whether the member has a legitimate medical emergency. Secretaries may not begin to draw paid leave from the ESLP unless and until the District approves the written application. The District’s decision to grant or deny leave from the ESLP is not subject to the grievance process. Those who do not participate in donation are not eligible to receive ESLP days.
5. **Loss of Eligibility for ESLP.** Secretaries will immediately become ineligible to receive paid leave from the ESLP if they become eligible to receive benefits from another source, such as long-term disability insurance or workers’ compensation.
6. **Tax Consequences.** While the parties have endeavored to create a tax advantaged medical emergency pool, neither the District nor any person affiliated with the District, including any School Board member, official, employee, agent, insurer, attorney, or representative, has made any statement or representation to the Union or to any member of the bargaining unit regarding the tax consequences of this MOA. Likewise, neither the Union nor any person affiliated with the Union, including any official, employee, agent, attorney, or representative of the Union has made any statement or representation to the District or to any member of the bargaining unit regarding the tax consequences of this MOA.
7. **Governing Committee.** A committee will be established to act as the governing body for the administration of the ESLP bank. The committee will consist of two (2) members from the Princeton Secretarial Association named by the Princeton Secretarial Association and the Director of Human Resources.
8. **Procedures for use of ESLP.**
 - a. Employees on a leave of absence are not eligible for use of ESLP.
 - b. An employee may only draw from the ESLP for their own illness/accident.
 - c. An employee accessing the ESLP must submit an application for acceptance to the district committee which explains their need for use of the ESLP. The request should be accompanied by a physician's certification of illness as proof of need and anticipated duration (if possible). Applications can be obtained from the Princeton Secretarial Association or Director of Human Resources and must be submitted to the Director of Human Resources.
 - d. The ESLP governing committee shall make its decision upon each request within ten (10) business days of the receipt of the request.
 - e. In all cases, unless stated to the contrary, decisions of the Committee shall be made by simple majority.

- f. In all cases application for use of ESLP must be made prior to the exhaustion of the applicant’s sick leave. Otherwise, benefits for ESLP shall commence on the date the Committee grants approval of the application.
 - g. At the start of the school year, each employee must renew their donation to continue to be eligible for the ESLP.
 - h. Decisions made by the Committee are not grievable by the employee.
9. **No Precedent or Practice.** Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice.
10. **Term of MOA.** This MOA is separate from, and not part of the CBA. This MOA will automatically expire, without further action of the parties, on June 30, 2025, unless the parties affirmatively act to enter into a new MOA.
11. **Entire MOA.** This MOA constitutes the entire agreement between the Union and the District relating to the ESLP. No party has relied upon any statements or promises that are not set forth in this MOA. This MOA controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

PRINCETON SECRETARIAL ASSOCIATION

INDEPENDENT SCHOOL DISTRICT
NO. 477

Princeton Secretarial Association President

School Board Chair Date

Date

School Board Clerk Date