

**AGREEMENT**

**BETWEEN THE**



**BOARD OF INDEPENDENT SCHOOL DISTRICT #719**

**AND**

**PRIOR LAKE-SAVAGE FEDERATION OF ADMINISTRATIVE ASSISTANTS**

**EDUCATION MINNESOTA LOCAL #4887**

**EFFECTIVE**

**JULY 1, 2024 THROUGH JUNE 30, 2026**

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**ARTICLE I**  
**PURPOSE**

**Section 1. Parties**

This agreement is entered into between Independent School District 719, Prior Lake, Minnesota, hereinafter referred to as the school district, and Prior Lake-Savage Federation of Administrative Assistants, Education Minnesota Local 4887, AFT/NEA/AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for employees during the duration of this agreement.

**ARTICLE II**  
**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition**

In accordance with the PELRA, the school district recognizes the Prior Lake-Savage Federation of Administrative Assistants, Education Minnesota Local 4887, AFT/NEA/AFL-CIO, as the exclusive representative for employees employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the PELRA 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 1 of this agreement and the PELRA, in certification by the Director of Mediation Services and in Case No. 85-PR-505-A, as clarified in BMS Case No. 05-PCL-101.

**ARTICLE III**  
**DEFINITIONS**

**Section 1. Description of Appropriate Unit**

For purposes of this agreement, the term employee shall mean "All secretarial and clerical employees of Independent School District 719, Prior Lake, Minnesota, who are public employees within the meaning of Minnesota Statute 179A, Subd. 14, excluding supervisory and confidential employees in a certification by the Director of Bureau of Mediation Services in BMS Case No. 85-PR-505-A and in BMS Case No. 92-PCL-1629".

**Section 2. Full-Time/Part-Time Employees**

A full-time employee is defined as an employee who works between thirty (30) and forty (40) hours per week for either twelve (12), eleven (11), ten (10) or nine (9) months during the fiscal year. A part-time employee is defined as an employee who works at least fourteen (14) and less than thirty (30) hours per week for either twelve (12), eleven (11), ten (10) or nine (9) months during the fiscal year.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

**Section 1. Personnel Files**

All evaluations and files generated within the school district relating to each employee shall be available during regular school business hours to each individual employee upon his/her written request. The employee shall be notified of any performance related document placed in the files other than the

school district's annual appraisal document, signed by the employee and have the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the school district may destroy such files as provided by law.

### **Section 2. Pay Dates**

Each person on the salary schedule will have the option of being paid on a twelve (12) month basis receiving twenty-four (24) equal checks or twice a month during their work year. Employees will be paid on regularly scheduled pay days. In the event said dates fall on a weekend or a legal holiday, the checks will be issued on the last day preceding said weekend or legal holiday.

A decision on the option to be exercised by the individual must be made at the beginning of the school year. Once this decision is made by an employee, a change will not be permitted during the school year.

In the event circumstances cause the school board to change the regularly scheduled pay days, the exclusive representative will have the opportunity to meet and confer on the issue, prior to any change being made.

### **Section 3. Tax Deferred Annuities**

General Conditions: An annuity program is available for all employees who desire affiliation with this type of savings program. Inquiries concerning this plan should be directed to the Executive Director of Administrative Services.

Employees will have three (3) opportunities to make TSA elections in each school year. One (1) election may be made during the May open enrollment period and will take effect on the first pay period of the subsequent contract year. Any elections made between June 1 and the first pay period of the subsequent contract year will take effect by the second pay period of the subsequent contract year. Salary reduction shall be accomplished on a twice a month basis of equal payments for the remainder of the year or until a new authorization change has been registered.

The School District will not endorse or recommend any particular company or provide any information relating to individual companies other than whether they are approved. A current list of approved companies will be maintained by the Human Resources office.

### **Section 4. Copies of the Contract**

It shall be the responsibility of the exclusive representative to supply each member of the appropriate unit with a copy of this agreement.

### **Section 5. Professional Activities**

Upon approval of the Executive Director of Academic Services, attendance at meetings, conventions and workshops will be granted without loss of pay. The employee shall make requests to attend a professional activity in writing for approval. Up to three (3) days per year may be used by each employee. The employee shall receive regular wages for days absent from work to attend the approved activity. Time spent outside of regular work hours for such attendance shall be voluntary and without additional compensation. Employees who attend meetings, conventions and workshops either during school hours or on employee time shall also be reimbursed for reasonable costs (i.e., mileage, meals, lodging, registration fees, etc.) as determined in advance by the supervisor. Administrative directed attendance to such activities shall not be deducted from the bank of three (3) days.

**Section 6. Request for Dues Check-Off**

Employees shall have the right to request and shall be allowed dues check-off for the exclusive representative of their choice, provided the dues check-off and proceeds thereof shall not be allowed any organization that has lost its right to dues check-off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the paycheck the dues the employee has agreed to pay the exclusive representative during the period provided in said authorization. Money shall be forwarded to the exclusive representative after each payment has been deducted from all employee wages.

**Section 7. Fair Share Fee**

Pursuant to PELRA, all employees who are not members of the exclusive representative may be required to contribute a fair share fee for services rendered by the exclusive representative in an amount equal to the regular membership dues, but in no event shall the fee exceed 85% of regular membership dues. The exclusive representative hereby warrants and covenants that it will defend, indemnify and hold the school district harmless from any and all liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

**ARTICLE V**  
**HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week**

The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours, inclusive of a non-duty free lunch, as prescribed by the school district each year for employees.

**Section 2. Basic Work Year**

The regular work year shall be prescribed by the school district each year for full-time and part-time employees. Employees shall receive notification by May 1 of the first and last day of work for the following school year. Generally, employees will have the following work year:

12 month.....	260 days
11 month.....	234 days
10 month.....	212 days
9 month.....	172 days

Deviations from the prescribed work year shall be allowed with permission of the employee's supervisor. All employees will be paid for the number of days worked.

**Section 3. Overtime**

With the advance approval of the supervisor, 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.

#### **Section 4. Casual Employees**

Per MN State Statute 179A.03, casual employees are defined under the exceptions of a public employee. The school district reserves the right to employ such personnel as it deems desirable or necessary on a casual basis for time less than that of the full-time/part-time employees. Casual employees, who work six (6) or more hours per day, shall be afforded a non-duty free lunch, as determined by the school district.

#### **Section 5. Shifts and Starting Time**

All employees will be assigned starting time and shifts as determined by the school district. Each employee shall be notified of any regular shift or starting time changes for the following school year, within four (4) weeks after the adoption of the school calendar for such school year. However, the school district has the right to make further changes, thereafter, but shall notify the employee as soon as possible after such changes are made.

#### **Section 6. School Closing**

In the event that school is closed for any reason and an announcement is made that "staff need not report", employees would be included in this announcement, but are expected to make up that day choosing one of the following options:

1. If the Superintendent calls for personalized, flexible learning (PFL) on days of inclement weather, work remotely with supervisor approval to support a digital learning experience for students;
2. Based on supervisor determination, work from assigned building to provide operational coverage needs;
3. Use a vacation day/personal leave/compensatory time.
4. Have the time deducted from his/her pay.
5. Make up the time with supervisor approval.

Should school be cancelled after an employees' normal work day begins and the employee is sent home by the superintendent, the employee shall be paid for her/his regularly scheduled hours. The school district, however, retains the right to require employees to remain on duty after students are dismissed so as to meet all operational needs as determined by the school district.

#### **Section 7. Notification of Starting Time**

Employees shall be notified by the school district of the date their work year begins. Any changes shall occur per Section 5.

#### **Section 8. Posting of Vacancies**

All bargaining unit vacancies shall be posted on the School District webpage. No bargaining unit vacancies shall be filled until notice of such vacancies shall have been posted online for at least ten (10) calendar days. Exceptions to the number of days posted may be made with the mutual agreement of PLSFAA president and Executive Director of Administrative Services. The School District may fill vacancies temporarily pending the posting and processing of applications.



**ARTICLE VI**  
**HOLIDAYS**

**Section 1. Paid Holidays**

Eligible employees shall be granted thirteen (13) paid holidays designated by the School Board and subject to the other provisions of this article.

**Section 2. Weekends**

Holidays that fall on weekends will be observed on a day established by the school district.

**Section 3. School in Session**

The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Section 4. Application**

In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave or on vacation under these provisions.

**Section 5. Eligibility**

Holiday benefits, as defined in this article, shall apply to full-time employees as defined in Article III. Section 2. Such holidays shall be paid where they fall within the applicable work year.

**ARTICLE VII**  
**VACATIONS**

**Section 1. Eligibility**

Eleven (11) and twelve (12) month employees are entitled to paid vacation, as provided in Section 2. Ten (10) month employees are entitled to five (5) days paid vacation. Should the district adjust positions so that employees who were eligible become no longer eligible, the district shall first meet and negotiate with the exclusive representative regarding these adjustments. Agreement must be reached in order to affect eligible employees.

**Section 2. Vacation Accrual**

Subd. 1. Full Year Employment: Vacations shall accrue on July 1 of each year, are non-cumulative from year to year. Employees hired before July 1, 2012 shall earn vacation based on the following schedule:

- |  |                 |
|--|-----------------|
| A. First four (4) years of employment:               | two (2) weeks   |
| B. Five (5) through nine (9) years of employment:    | three (3) weeks |
| C. Ten (10) through twenty (20) years of employment: | four (4) weeks  |
| D. After twenty years of employment:                 | five (5) weeks  |

Employees hired after July 1, 2012 shall earn vacation based on the following schedule:

- |  |                 |
|--|-----------------|
| A. First nine (9) years of employment:   | three (3) weeks |
| B. Ten (10) years or more of employment: | four (4) weeks  |

Subd. 2. Partial Year Employment: All eligible employees who commence work after July 1 of any given year shall be provided with vacation based upon the percent of the work year employed.

Subd. 3. Vacation Carry-Over: Employees may carry over up to five (5) vacation days (40 hours) from one year to the next, and must be used by December 31 unless extenuating circumstances exist, as determined by the Executive Director of Administrative Services, which necessitate a later date.

Subd. 4. Earned Vacation: Employees whose employment terminates prior to the end of a contract year will receive prorated vacation amounts. Under no circumstances, however, will employees be paid for vacation subsequent to termination of employment.

**Section 3. Time of Vacations**

The vacation schedule for all employees shall be approved by the building supervisor.

**ARTICLE VIII**

**DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

**Section 1. Probationary Period**

An employee, under the provisions of this agreement, shall serve a probationary period of twelve (12) working months 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 agreement alleged to have been violated. During the probationary period, the employee's immediate supervisor shall observe and evaluate the employee in writing at approximately six (6) months of employment.

**Section 2. Probationary Period - Change in Classification**

An employee voluntarily transferred or promoted to a different classification shall serve a new probationary period of four (4) months in any such new classification. An employee who has been voluntarily transferred or promoted may within twenty (20) working days request and be granted a return to their previous position. During this trial period, if it is determined by the school board or its designee that the employee's performance is unsatisfactory, the school board or its designee shall reassign the employee to his/her former classification.

**Section 3. Completion of Probationary Period**

An employee who has completed the probationary period may be suspended without pay or discharged only for just 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 of twelve (12) months, as defined in this agreement, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service. If more than one (1) employee commences work on the same day, seniority ranking for such employees shall be determined by the school district. Seniority is based on continuous service. A summer break or an approved leave of absence is not a break in service.

**Section 5. Publication of Seniority List**

The school district shall publish a seniority list, by classification, within thirty (30) calendar days of written request by the exclusive representative, but not more than once a year.

**ARTICLE IX**  
**REDUCTION IN FORCE**

**Section 1. Seniority**

The parties recognize the principle of seniority in the application of this agreement, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position, as determined by the school district. The seniority date is established by the date of initial employment in the bargaining unit except in the case of special education secretaries who were hired prior to July 1, 2004, whose seniority date is established by the date of their initial employment as a special education secretary in the school district. Only non-probationary employees have seniority rights.

**Section 2. Reduction of Work Force/Layoff Application**

A reduction of the work force is defined as the elimination or the reduction of the yearly hours of a job position. In the event the school district reduces the work force, employee layoffs shall be in reverse seniority order. Upon receipt of a notice of layoff, an employee shall retain his/her seniority and right to recall in seniority order for a period of one (1) calendar year, beginning with the effective date of layoff.

Subd. 1. The school district shall identify the position(s) being eliminated and notice of resulting layoff(s) shall be given the employee(s) affected, with a copy to the exclusive representative president, on or before May 1.

Subd. 2.

In order of seniority, the most senior employee whose position is affected by the reduction(s) shall claim first, provided the employee is qualified for the position, as determined by the school district. The affected employee(s) shall:

Select a position within same category:

- First, have the opportunity to claim any current job vacancy (open position) within the same category which has a similar number of hours (defined by full-time or part-time definition in Article III, Section 2 and same month category as defined in Article V, Section 2.)
- If there are no such open positions, the employee shall have the right to claim the position within their same category with similar hours (as defined above) held by the least senior person in that category.
- If there is no such position, the employee shall have the right to claim the position within their same category held by the least senior person in that category, regardless of hours.

Claiming positions in lower categories (A being the lowest category and D being the highest category):

- If there is no such position available within the current category, the employee shall have the right to claim any current job vacancy (open position) within the next lowest category.
- If there are no such open positions, the employee shall have the right to claim the position within the next lowest category held by the least senior person in that category, provided the employee is more senior than the individual in the lower category, regardless of hours.
- If there is no such position, the process will continue into each next lower category, first with the right to claim an open position and then the right to claim the position held by the least senior person in the category, until a position is found or it is determined that no least senior position is available.

If it is determined that an employee is not qualified for a particular position, the Executive Director of Administrative Services will “meet and confer” with the president of the exclusive representative to explain the basis of the decision.

Subd. 3. Any employee whose position is affected by the reduction and who chooses to take a position in a lower category shall maintain step placement and advancement on the new job category, but will be reduced in salary to the new job category schedule. If the affected employee chooses a position with a different number of days, both their salary and benefits will be adjusted to align with the contract terms for the new position.

Subd. 4. Right of refusal. If the employee who is affected by the reduction does not wish to accept the first position open to them via the process described in Subd. 2, the employee will be laid off with all rights to recall described below for a period of one (1) calendar year from the initial effective date of layoff.

### **Section 3. Recall**

Employees shall be recalled in seniority order to a position within the job category of the reduction or to lower category. Employees who choose not to return to a position at a lower category shall retain their right to refusal and shall remain on layoff as described above for a period of one (1) calendar year from the initial effective date of layoff.

Subd. 1. Notice of Recall: Notice of recall shall be sent electronically to the email address on record in the Human Resources office. Response to the notice of recall must be sent electronically by email to the Human Resources office within seven (7) calendar days, excluding legal holidays, after receipt of such notice. If the notice of recall cannot be delivered to the email on record, the employment of the employee may be terminated after seven (7) calendar days, excluding legal holidays, following the attempted delivery.

Subd. 2. Upon returning to a district position, the employee shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked within the bargaining unit prior to layoff.

**ARTICLE X**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

Subd. 1. All full-time and part-time employees 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 days for the year shall be credited to the employee's accumulated total at the beginning of the individual's employment period for the year. Sick leave shall be earned on a proportionate basis to the employees' work day.

Subd. 2. 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.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days. Sick leave may be used for the care of relatives in accordance with Minnesota Statute 181.9413.

Subd. 4. Medical documentation may be required in order to obtain sick leave benefits.

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 request through Skyward.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the school district with a physician's statement certifying the dates of disability.

Subd. 8. In case of an extended illness resulting in qualification for long-term disability benefits when the employee does not have an adequate amount of documented sick leave to carry through until disability benefits begin and up to a maximum of one year while on disability benefits, or an intermittent serious health condition that makes the employee unable to work as defined by the Family and Medical Leave Act Certification of Health Care Provider for Employee's Serious Health Condition form and the employee does not have an adequate amount of documented sick leave to carry through up to a maximum of sixty (60) contract days per year, any employee may transfer up to eight (8) hours of their available sick leave to that employee in need. Such a transfer would result in an equal reduction of sick leave benefits from the transferring employee. These transfers will not affect eligibility for the Wellness Incentive under Article X, Section 2.

**Section 2. Wellness**

Subd. 1. Employees who do not use sick leave during the fiscal year may sell three (3) days of sick leave for one (1) day of salary.

Subd. 2. Employees who use one (1) day of sick leave may sell four (4) days of sick leave for one (1) day of salary.

Subd. 3. Employees who use two (2) days of sick leave may sell five (5) days of sick leave for one (1) day of salary.

Subd. 4. Employees may receive a maximum of one (1) day of salary for each fiscal year pursuant to this section.

### **Section 3. Workers' Compensation**

Pursuant to Minnesota law, an employee injured on the job in the service of the school district and collecting workers' compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

### **Section 4. 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 the 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 5. Personal Leave**

Subd. 1. Employees shall be granted a personal leave of no more than two (2) days (16 hours on a pro-rated basis) per year. Personal leave shall be non-cumulative. Employees not eligible for vacation benefits shall be granted a personal leave of no more than three (3) days (24 hours on a pro-rated basis) per year. Employees not eligible for vacation benefits may carry over up to three (3) personal days (40 hours on a pro-rated basis) from one year to the next with a maximum accrual up to ten (10) days.

Subd. 2. Notification for taking of personal leave must be made through Skyward at least twenty-four (24) hours in advance except in the event of an emergency.

Subd. 3. No more than one (1) employee in any one (1) building may take personal leave at any one (1) time. However, an exception may be granted by the Executive Director of Administrative Services, whose decision is final and binding and not subject to the grievance procedure.

Subd. 4. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year. However, an exception may be granted by the Executive Director of Administrative Services, whose decision is final and binding and not subject to the grievance procedure.

### **Section 6. Child Care Leave**

An employee may be afforded a child care leave of absence of no more than twelve (12) months, provided the employee follows the procedures outlined in this section.

Subd. 1. An employee shall notify the Executive Director of Administrative Services in writing no later than the end of the fifth (5th) month of pregnancy and, also, at such time provide a physician's statement indicating the estimated date of delivery of the child. An employee may utilize sick leave pursuant to Article X, Section 1, during the period of disability. The sick leave must be taken prior to the implementation of the child care leave provided in this section. The combination of child care leave and sick leave shall not exceed twelve (12) months except by mutual consent of the parties. However, in the case of miscarriage, stillbirth or death of the child, the employee may return to a position at the same wage rate for which qualified prior to the leave.

Subd. 2. An employee shall submit a written request to the Executive Director of Administrative Services for the child care leave, including commencement date and return date.

Subd. 3. The school district may adjust the proposed beginning or ending date of the child care leave at its discretion.

Subd. 4. An employee returning from a child care leave shall be re-employed in a position at the same wage rate for which the employee was qualified prior to the leave, provided that the employee returns on the date approved by the school board, unless changed by mutual consent of the employee and the school board.

Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the school district.

Subd. 6. 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, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from child care leave, within then provisions of this section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the lave. An employee shall not accrue any additional experience credit for leave time during the period of the child care leave.

### **Section 7. Adoption Leave**

Adoption leave shall be granted without pay for periods of time not exceeding six (6) months when application is made by an employee to the Executive Director of Administrative Services.

Subd. 1. Failure of the employee to return, pursuant to the date determined in this section, constitutes grounds for termination in the school district.

Subd. 2. An employee who returns from adoption leave, within the provisions of this section, shall retain all previous experience credit 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 any additional experience credit for leave time during the period of adoption leave.

Subd. 3. An employee on adoption 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 adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district, pursuant to this section.

Subd. 4. The parties agree that periods of time for which the employee is on adoption leave shall not be counted in determining the completion of the probationary period.

### **Section 8. Jury Duty**

Leave will be granted to employees who are asked to serve on jury duty. No deduction in salary will be made, but employees are required to reimburse the School District the compensation received for jury duty.

### **Section 9. Unpaid Leave of Absence**

An employee who has been employed by the school district for two (2) full years may request an unpaid leave of absence for a period not to exceed one (1) year. The request shall be in writing and may be granted by the school board at its discretion in accordance with school district policy. In addition, all provisions of the federal Family and Medical Leave Act will be available to employees as applicable, including unpaid leaves and insurance continuation as provided in this law.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **Section 1. Grievance Definition**

A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the school district as to the interpretation or application of terms and conditions contained in this agreement.



## **Section 2. Representative**

The employee, administrator or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

## **Section 3. Definitions and Interpretation**

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

Subd. 2. Reference to days regarding time periods in this procedure shall refer to calendar days.

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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service 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 board's designee within twenty (20) calendar days after the date the employee became aware of or should have become aware of the action giving rise to the grievance. 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.

## **Section 5. Adjustments 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 (10) 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 Executive Director of Administrative Services, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Administrative Services, the Executive Director of Administrative Services shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Executive Director of Administrative Services 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 ten (10) 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 fifteen (15) days after receipt of the appeal. Within ten (10) 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.

### **Section 6. 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 with the Executive Director of Administrative Services within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by an 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 (10) days after the request to arbitrate, request from the Bureau of Mediation Services a list of five (5) arbitrators. Through alternate striking, an arbitrator from this list will be selected. The selection is to be made within ten (10) days after receipt of the list from the Bureau of Mediation Services.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate. The parties shall have the right to a hearing at which time both 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 denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator, in cases properly before him/her, shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript, if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances 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 considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 7. 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 notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. In no case does this review extend the time limitations as set forth in this article.

**Section 8. 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 9. Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

**ARTICLE XII  
PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the terms of this contract, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term "strike" shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The parties agree that this article shall not be subject to the grievance procedure but is enforceable in the courts.

**ARTICLE XIII  
RETIREMENT**

**Section 1. Notice of Retirement**

Employees electing to retire shall notify the school district at least three (3) months in advance of the date selected for retirement.

**ARTICLE XIV**  
**EARLY RETIREMENT INCENTIVE**

**Section 1. Eligibility**

Full-time employees and part-time employees in positions in which the work year meets or exceeds 212 days and the work week is at least 30 hours, 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 and regular retirement, that the separation would result in a cost savings to the district. Early retirement pay shall not be granted to any employee who has been discharged for cause.

**Section 2. Definition**

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 employee is entitled to full Social Security benefits. Employees who attain the "normal retirement age" are not eligible for benefits contained in this article.

**Section 3. Compensation for Years of Service**

An eligible 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, an eligible employee hired prior to July 1, 2010, 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 employee shall have the right to continue, at the employee's expense, health insurance benefits in accordance with Minnesota 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.

**Section 7. Death Benefit**

If an 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 employees designated 403(b) Tax Sheltered Annuity plan as determined by the employee and on the current list of vendors of the district.

**Section 9. Base Daily Salary**

For purposes of Section 3 and Section 4 above, "base daily salary" is defined as (the annual salary for the contracted work year) divided by (total work days minus earned annual vacation days).

**ARTICLE XV**  
**GROUP INSURANCE**

**Section 1. Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the school district, as provided by law.

**Section 2. 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 claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 3. Duration of Insurance Contribution**

An employee is eligible for school district contribution, as provided in this article, as long as the employee is employed by the school district and according to federal law. Upon termination of employment, all district contribution shall cease.

**Section 4. Eligibility**

Employees shall be eligible for school district contributions toward the group insurance plan, provided in this article, when employed full-time and for nine (9) or more months unless otherwise indicated in this Article.

**Section 5. Health and Hospitalization**

The school district shall contribute the amount needed to provide for VEBA individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. If an eligible employee selects Triple Option or Double Option individual coverage, the employee will pay the premium difference between VEBA individual coverage and the plan selected. Eligible employees may purchase two-party or family coverage at their expense through payroll deduction. The school district will contribute an additional \$2,160 per year for employees who elect to take two-party or family coverage. Employees added to the bargaining unit on July 1, 2004, as a result of the joint petition to the Bureau of Mediation Services who were receiving a district contribution as of that date for medical insurance are eligible for this benefit.

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. 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.

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. 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 6. Term Life Insurance**

The school district will contribute the amount needed to provide for an amount equal to fifty thousand dollars (\$50,000) for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's group term life insurance plan. Any added premium cost for optional coverage shall be borne by the employee and paid by payroll deduction.

**Section 7. Income Protection**

The school district will participate in a long-term disability insurance plan by paying the full cost of the annual premium for each eligible 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 normal retirement age (i.e., the age at which time the employee is entitled to full Social Security benefits). Benefits to disabled employees will be determined and paid as described in the long-term disability plan. Employees may use accumulated sick leave to offset the difference in benefits versus salary on a pro-rated amount. All employees are eligible for this benefit as permitted by the district insurance policy.

**Section 8. Dental Insurance**

The school district shall contribute the amount needed to provide the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group dental insurance plan. Any additional costs of the premium for dependent coverage shall be borne by the employee and paid by payroll deduction. Employees added to the bargaining unit on July 1, 2004, as a result of the joint petition to the Bureau of Mediation Services who were receiving a district contribution as of that date for medical insurance are eligible for this benefit.

**Section 9. Continuation of Eligibility**

Eligible employees who sever employment shall be eligible to continue in the school district group medical and dental insurance program in accordance with federal and state law. Eligible employees who experience a reduction in force per Article IX prior to the end of the contract year or have their hours reduced during the school year, resulting in no longer being eligible for district coverage under Section 4, shall be eligible to continue their district medical and dental coverage in the school district group medical and dental insurance program, with continued district contributions to costs, based on the following schedule:

1. Reduction effective date 1<sup>st</sup>- 15<sup>th</sup> of the month - coverage the entire month.
2. Reduction effective date after the 15<sup>th</sup> of the month – coverage until the end of the following month.

**ARTICLE XVI**  
**RATES OF PAY**

**Section 1.**

The salaries reflected in Section 4 of this article shall be for the period indicated on the Salary Schedule until modified in accordance with PELRA.

**Section 2. Initial Step Placement**

Subd. 1. Employees shall advance one (1) step during the 2024-25 school year. Employees shall advance one (1) step on the salary schedule for the 2025-26 school year.

Subd. 2. If the employee is not in the bargaining unit but a current employee of the district, then the school district has full discretion to place the employee at the step it agrees to with the employee based on the relevance of previous experience as determined by the school district.

Subd. 3. If the employee is new to the school district, then the school district has full discretion to place the new employee at the step it agrees to with the employee based on relevance of previous experience as determined by the school district.

**Section 3. Salary Schedule Definitions**

Category A means salary schedule placement for the following:

- Student Support Service Administrative Assistant

Category B means salary schedule placement for the following:

- Attendance Administrative Assistant (High School)
- Career Center Administrative Assistant
- Community Education Services Administrative Assistant
- District Office Administrative Assistant
- Counseling Administrative Assistant (High School)
- High School Administrative Assistant
- Student Services Administrative Assistant (High School)
- Facilities Administrative Assistant

Category C means the salary schedule for the following:

- Administrative Assistant to Activities
- Administrative Assistant to Assessment and Equity
- Administrative Assistant to Bridges Area Learning Center
- Administrative Assistant to Child Nutrition Services
- Administrative Assistant to Human Resources and Communications
- Administrative Assistant to Student Support Services
- Administrative Assistant to Technology
- Administrative Assistant to Operational Services
- Building Administrative Assistant
- Community Education Services and Kids' Company Administrative Assistant

Category C – continued:

- Financial and Attendance Administrative Assistant (Middle School)
- Financial Administrative Assistant (High School)
- Student Services and Attendance Administrative Assistant (Middle School)
- Administrative Assistant Operations (Finance)

Category D means salary schedule placement for the following:

- Accounts Payable Administrative Assistant
- Administrative Assistant to Department of Learning, Achievement & Innovation
- Lead Building Administrative Assistant
- Student Support Services Finance Administrative Assistant

Subd. 1. A position may be reclassified on the salary schedule at any time, given the mutual agreement of the PLSSF President and the Executive Director of Administrative Services. The reclassification will be cost into the subsequent collective bargaining agreement.

**Section 4. Sub Rate for Part-Time Employees:** A part-time employee assigned or who volunteers (and is approved by the Executive Director of Administrative Services) to work as a substitute in either the same building or another building in the same general office assignments, shall receive his/her rate of pay.

**Section 5. Longevity:**

Employees will receive an annual longevity payment according to the chart attached. Longevity is defined as total years of service within the District. Longevity will be paid in equal amounts throughout the payroll year.

	<b>10-14 years</b>	<b>15-19 years</b>	<b>20+ years</b>
<b>12 month</b>	\$900	\$1400	\$2400
<b>11 month</b>	\$850	\$1350	\$2350
<b>10 month</b>	\$800	\$1300	\$2300
<b>9 month</b>	\$750	\$1250	\$2250

**Section 6. Tax Sheltered Annuity:**

Subd. 1. Eligibility: All employees are eligible to participate in a tax-sheltered annuity. Full-time employees as defined in Article III, Section 2, shall be eligible for the district match. Full-time employees in positions in which the work week is less than 40 hours are entitled to a pro-rated district contribution based on assigned hours per day. Employees hired prior to July 1, 2010, who elect to remain eligible for the Early Retirement Incentive defined in Article XVI, will not be eligible to participate in the tax sheltered annuity plan.



Subd. 2. The School District’s annual contribution will be based on the employee’s years of employment in the district for which seniority is earned under Article VIII, Section 4 and will be in the following amounts:

<u>Year of Employment</u>	<u>District Match</u>
1 <sup>st</sup> .....	\$0
2 <sup>nd</sup> -4 <sup>th</sup> .....	\$500
5 <sup>th</sup> -9 <sup>th</sup> .....	\$800
10 <sup>th</sup> -14 <sup>th</sup> .....	\$1,100
15 <sup>th</sup> and beyond .....	\$1,500 (\$27,500 maximum)

**SALARY SCHEDULE**

**2024-25**

<b>Steps</b>	<b>Category A</b>	<b>Category B</b>	<b>Category C</b>	<b>Category D</b>
1	21.60	22.16	23.33	25.77
2	21.96	22.52	23.68	26.13
3	22.53	23.11	24.26	26.73
4	23.11	23.68	24.86	27.32
5	23.69	24.26	25.44	27.93
6	24.26	24.86	26.03	28.51
7	24.86	25.43	26.62	29.11
8	25.43	26.02	27.21	29.70
9	26.03	26.62	27.82	30.33

**SALARY SCHEDULE**

**2025-26**

<b>Steps</b>	<b>Category A</b>	<b>Category B</b>	<b>Category C</b>	<b>Category D</b>
1	21.82	22.38	23.56	26.02
2	22.18	22.75	23.92	26.39
3	22.76	23.34	24.50	27.00
4	23.34	23.92	25.10	27.59
5	23.93	24.50	25.70	28.21
6	24.50	25.10	26.29	28.80
7	25.10	25.69	26.89	29.40
8	25.69	26.28	27.48	30.00
9	26.29	26.89	28.09	30.63

**ARTICLE XVII**

**DURATION**

**Section 1. Term and Reopening Negotiations**

This agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026 and thereafter as provided by PELRA. 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 one hundred twenty (120) 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 district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, letters of understanding, resolutions, 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 provision thereof or the application of any such provision under any circumstances is held valid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

IN WITNESS THEROF, the parties have executed this agreement as follows:

For Prior Lake-Savage Federation  
of Administrative Assistants

Julie Miller  
President

Krist Schwellen  
Secretary

Dated this 24 day of September, 2024

For Independent School District 719

Mary K. Gandy  
Chairperson

Ang Bulligan  
Clerk

Dated this 14 day of October, 2024

**Letter of Agreement**

The following agreement was reached as part of the negotiations for the 2024-2026 Collective Bargaining Agreement between Independent School District 719 and Prior Lake-Savage Federation of Administrative Assistants:

At the beginning of the 2024-25, and 2025-26 school years, the PLSFAA shall be credited with twenty-four (24) hours to be used within the District for the purpose of conducting its duties as exclusive representative.

IN WITNESS THEROF, the parties have executed this agreement as follows:

For Prior Lake-Savage Federation  
of Administrative Assistants

Julie Miller  
President

Krist Schollen  
Secretary

Dated this 24 day of Sept. 2024

For Independent School District 719

Mary Trout  
Chairperson

Amy Bullock  
Clerk

Dated this 14 day of October, 2024

**MEMORANDUM OF UNDERSTANDING**

**Public Employment Labor Relations Act (PELRA)**

Should material changes occur to PELRA legislation, the PLSFAA President shall meet to discuss those changes.

IN WITNESS THEROF, the parties have executed this agreement as follows:

For Prior Lake-Savage Federation  
of Administrative Assistants

Julie Miller

President

Krista Schollen

Secretary

Dated this 24 day of Sept. 2024

For Independent School District 719

Mary Kead

Chairperson

Angie Balligan

Clerk

Dated this 14 day of October, 2024

## MEMORANDUM OF UNDERSTANDING

### Flexible Summer Hours

This memorandum of understanding (“MOU”) is entered into by and between Independent School District No. 719, Prior Lake (“District”), and Prior Lake-Savage Federation of Administrative Assistants (“PLSFAA”) Local #4887 (collectively referred to as the “parties”).

WHEREAS, the District is committed to offering flexible work schedules to help employees manage work, family, and personal obligations during the summer break;

WHEREAS, the current PLSFAA contract outlines the regular work day shall be eight (8) hours; and

WHEREAS, the District and PLSFAA agree that flexible work schedule options during summer break benefits the employees.

NOW THEREFORE, the parties resolve as follows:

1. Effective through the summer of 2026, PLSFAA employees may request flexible work schedules including: flexible start and end times, compressed workweeks such as four ten-hour days a week, or remote work.
2. Flexible work schedules will be considered on a case-by-case basis requiring supervisor approval dependent on the ability to maintain operations, ensure productivity, and meet quality standards without incurring additional costs.
3. Approved flexible work schedules must be documented in writing and continuously assessed for effectiveness.
4. Employees must adhere to all existing policies related to conduct, confidentiality, sick leave, and other relevant regulations, irrespective of changes in work location or summer work hours compared to the regular school year schedule.
5. Either the supervisor or the employee may terminate the flexible work arrangement at any time by providing written notice.
6. No Precedent or Past Practice. Nothing in this MOU may be deemed to establish an interpretation of the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the District and PLSFAA. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than in the normal process of negotiations.

7. **Equal Drafting.** In the event any person asserts or concludes that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.
  
8. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to this matter. No party has relied on any statements or promises on this issue that are not set forth in this document. The MOU controls to the extent that it conflicts with the CBAs. No changes in this MOU are valid unless they are in writing and signed by all parties.

By signing below, each party specifically acknowledges that it has read, understands, and agrees to be legally bound by all the terms of this MOU, and has the authority to sign on behalf of the named entity.

Signed and dated:

IN WITNESS THEROF, the parties have executed this agreement as follows:

For Prior Lake-Savage Federation  
of Administrative Assistants

*Julie Miller*  
President

*Kristi Schoeller*  
Secretary

Dated this 24 day of Sept. 2024

For Independent School District 719

*Mary Krueger*  
Chairperson

*Amy Balligan*  
Clerk

Dated this 14 day of October 2024