# Clerical

# MASTER AGREEMENT

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 720**
**SHAKOPEE, MINNESOTA**

**and**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION**
**CLERICAL EMPLOYEES BARGAINING UNIT**

**July 1, 2026 through June 30, 2028**

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## ARTICLE I
## PURPOSE

**Section 1. Parties:** This Agreement entered into between the School Board of Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the District, and the Minnesota School Employees Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employee's Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for employees as defined in Article III 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 School Board recognizes the Minnesota School Employees Association as the Exclusive Representative for all Administrative Assistants and Clerical employees of the School Board of Independent School District No. 720, 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 P.E.L.R.A. and the Bureau of Mediation Services certification.

## ARTICLE III
## DEFINITION

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, compensation therefore (including fringe benefits), the employer's personnel policies and a procedure for settling grievances.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term Administrative Assistant and Clerical shall mean all persons who are employed by Independent School District No. 720, Shakopee, Minnesota, in one or more of the positions listed in Table Grade Description, and who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14. Part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or 35% of the normal workweek in the appropriate unit are excluded. For the purposes of this section, the normal workweek is defined as thirty-five hours (35). Supervisory employees, essential employees, confidential employees, employees who hold positions that are temporary or seasonal in character, and emergency employees are also excluded.

In the event that the District and the Exclusive Representative are unable to agree as to the inclusion or exclusion of a new or revised position, the issue shall be submitted to the Bureau of Mediation Services for determination.

**Section 3. District:** For the purposes of administering this Agreement, the terms "District", "Board" and "School District" shall mean the School Board or its designated representatives.

**Section 4. MSEA:** For the purposes of administering this Agreement, the terms "Association", "MSEA" and "Exclusive Representative" shall mean the Minnesota School Employees Association or its designated representatives.

**Section 5. Standard Work Day:** An employee's standard work day shall be the number of hours specified in their Notice of Assignment, or in the most recent notice of change in assignment as approved by the School Board or designee.

## ARTICLE IV
## DESCRIPTION

**Section 1.** For purposes of this Policy, the term Clerical Staff shall mean all persons employed by the school district in clerical positions including the following classifications:

| | |
|---|---|
| **Grade A-2 Clerical Assistant** | **Grade D-5 Office Assistant III** |
| Clerical Assistant | |
| Vision/Hearing Screener | Activities Office Assistant |
| **Grade B-3 Office Assistant I** | Duplicating Lead |
| Attendance Office Assistant | PELC Lead Office Assistant |
| Building Office Assistant | Community Ed Office Assistant II |
| Duplicating Clerk | Registrar |
| **Grade C-4 Office Assistant II** | Special Services Office Assistant |
| Federal Programs Office Assistant | Welcome Center Office Assistant |
| TPB Billing Office Assistant | TLC Office Assistant |
| Community Education Office Assistant | |
| Food Service Office Assistant | |
| Payroll Assistant | |
| | **Grade E-7 Positions** |
| | Accounts Payable |
| | Principal Administrative Assistant |
| | Executive Administrative Assistant |
| | |

and excluding the following: confidential employees, supervisory employees, essential employees, Executive Assistant to the Superintendent, technology technicians, custodial employees, food service employees, parking lot attendants, program support assistants, bilingual program support assistants, technology assistants, technology support specialists, security attendant, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week, employees who hold positions of a temporary or seasonal character and emergency employees.

## ARTICLE V
## WORK ASSIGNMENTS

**Section 1. Work Assignments**: Work assignments will be made by the Principal in charge of the building, and/or the Manager of Human Resources.

**Section 2. Posting of Vacancies**: All permanent vacancies will be posted for a period of five (5) days. A permanent vacancy is defined as one anticipated to last more than four months.

**Section 3. Application for Vacancies**: Employees covered by this policy must submit an application in writing prior to the closing date of the posting. The final decision will be based on the overall qualification of all applicants and rests with the Director of Human Resources.

**Section 4. Administrative Transfer:** The district reserves the right to make an administrative transfer involving two permanent employees without posting the position. Transfers of this nature will be discussed with the association prior to final disposition.

**Section 5. Support Staff Realignment**: The district reserves the right to realign staff assignments at any time in order to meet the changing needs of the educational program.

**Section 6. Pay Equity Realignment:** The district reserves the right to realign positions for the purposes of Pay Equity Compliance. Realigned positions will not be posted.

## ARTICLE VI
## SCHOOL BOARD RIGHTS

**Section 1. Inherent Managerial Rights:** The Exclusive Representative recognizes that the School Board 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 Board to manage efficiently 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. Effective Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials, to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

**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 managerial functions not expressly delegated in this Agreement are reserved to the School Board.

## ARTICLE VII
## 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 his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the 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 by secret ballot to designate an exclusive representative for the purposes of negotiating grievance procedures and the conditions of employment for employees of such unit with the School Board.

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off, pursuant to 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. Deductions may be terminated by the employee making such application to the MSEA state office, pursuant to the MSEA Constitution and By-Laws, at which time MSEA will notify the District to stop deductions. Deductions shall be made from each paycheck issued to the employees and transmitted at the end of each month to the designated organization together with a list of names of the employees from whom deductions were made.

**Section 4. Personnel Files:** All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hours written notice. Personnel files are defined as the file maintained in the Human Resources Department, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

**Section 5. New Hires**: Upon initial employment by the District, each employee will be provided the general job description for his/her job classification and a copy of the current Master Agreement. New hires shall receive a notice of assignment within ten business days from the district. The district shall notify the state MSEA office and the local leadership of any new hires. All new hires may be allowed thirty (30) minutes of paid time for orientation with their building mentor or district designee to be conducted within fourteen (14) days of the employee's first day of work.

## ARTICLE VIII
## DUTY YEAR

**Section 1. Work Year:**

**Range I**

**Subd. 1.** The work year for Range I employees shall be from **532 hours to 1560 hours per year**. Range I employees are eligible to receive sick, holiday and personal leave on a prorated basis.

**Range II**

**Subd. 2.** The work year for Range II employees shall be in the range of **1561 to 1820 hours per year**. Generally, these employees work ten (10) months, forty-four (44) weeks per year, eight (8) hours per day arranged at District discretion. Range II employees are eligible to receive sick, holiday and personal leave on a prorated basis.

**Range III**

**Subd. 3.** The work year for Range III employees shall be in a range of **1821 hours to 2080 hours**. Generally, these employees work twelve (12) months, fifty-two (52) weeks per year, eight (8) hours per day arranged at District discretion. Range III employees are eligible to receive, sick, holiday, vacation, and personal leave on a prorated basis.

## ARTICLE IX
## HOURS OF SERVICE

**Section 1. Basic Day:** The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District. A one-half hour, unpaid, duty free lunch break and two fifteen (15) minute breaks will be provided for Secretarial/Clerical staff who works at least eight (8) hours per day in a regularly scheduled position.

**Section 2. Working Hours:** The individual daily hours will be scheduled by the principals and/or supervising director**,** subject to the approval of the district.

**Section 3. Additional Responsibilities**: Secretaries to Principals will be expected to assist at special school events such as open-house, evening programs, commencement, etc., as needed. Other Secretarial/Clerical staff may be expected to assist at special events. If so, they will be paid according to their pay scale.

**Section 4. Overtime**: Overtime will be paid at the rate of time and one-half of the employee's regular rate for time above 40 hours per week. Overtime must have the prior approval of the appropriate administrator.

**Rates of Pay:** Rates of pay shall be effective July 1 of each year and shall be paid in accordance to the wage scale on Appendix A.

> **Subd. 1. Step Movement:** Employees hired prior to February 1 of each contract year shall advance one step each year on July 1. For any leave (including combination of leaves) past 86 days in length, the employee will not make a step advancement the next year.
>
> **Subd. 2. Contract Continuation:** In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor agreement is entered into. The remainder of this Agreement shall remain in full force and effect until a successor agreement is entered into. Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all non-probationary employees who are or have worked during the contract period.

**Pay Dates:**
Beginning July 1, 2027, the district will be moving to a bimonthly payroll schedule with twenty-four (24) paychecks paid on the 15th and the last day of the month. When a pay date falls on a holiday or weekend, the pay date will be moved to a day earlier. In order to align payroll with this schedule, the District will continue with the biweekly schedule adding a twenty-seventh (27th) paycheck for the 2026-27 school year.

**Mileage**: Employees who are required to drive their personal vehicles for employment purposes will be reimbursed at the I.R.S. rate**.**

**Section 5. Substitute Rate**: An employee substituting for another Secretarial/Clerical staff in a higher pay grade for three (3) or more consecutive days shall be compensated an additional hourly rate of $.50/hr, commencing on the first (1st) day.

**Subd 1.** To qualify to receive the additional pay, the employee must assume the essential duties and responsibilities and at least 75% of the duties of the higher position. Compensation will be for hours worked at the higher grade activities.

**Subd. 2.** If the employee is reassigned to substitute in another position for a period of more than 15 consecutive days, the employee shall be compensated within the pay grade of the position for which they are subbing, not to exceed $1.00 more per hour than the current pay rate.

**Section 6. School/Building Closure**: When school buildings are closed due to inclement weather, employees have the following options available:

- Take a pay deduction for the day missed.
- Take a personal day if one is available.
- Work from home if approved by building Principal/Supervisor
- Make up the day of work through arrangement with their direct supervisor. In some cases, this will be possible only if the employee is willing to perform duties not included in their job description
    - Employees may come into work on an inclement weather day if they receive approval from their direct supervisor AND there is work available.
    - Take an Emergency Leave Day.(Range I and II) Up to 16 hours may be used.

**Section 7. Eye Glasses/Contacts/Hearing Aids and Clothing Reimbursement:** The District may pay up to $625 for replacement of eye glasses, contacts or hearing aids of the employee that are broken or damaged by a student when the employee is fulfilling the duties of their position. The incident must be reported at the time of the incident. The District may pay up to $350 for replacement of clothing damaged by a student when the employee is fulfilling the duties of their position. The incident must be reported at the time of the incident. The district shall evaluate the incident before payment is made.

## ARTICLE X
## HOLIDAYS

**Section 1.** For employees who work a regular schedule, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.)

**Section 2.** For employees who work a flexible schedule where days/hours vary, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.).

**Section 3.** Range III employees shall be eligible for eleven (11) paid, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. Juneteenth
5. December 24th
6. December 25th
7. New Years Eve Day
8. New Years Day
9. Memorial Day
10. Fourth of July

Plus two (2) floating holidays.

**Section 4.** Range II employees shall be eligible for nine (9) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25
6. New Years Eve Day
7. New Years Day
8. Memorial Day
9. Plus one (1) floating holiday.

**Section 5.** Range I employees shall be eligible for seven (7) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25
6. New Years Day
7. Memorial Day

## ARTICLE XI
## VACATIONS

**Section 1.** All vacations shall be taken during a time which is agreeable to the building principal and/or supervising director.

**Section 2.** July l will be the anniversary date by which an employee's days of vacation shall be computed.

**Section 3.** The ninety (90) day probation period shall not count toward vacation days if employment is terminated at the end of the probationary period.

**Section 4.** Employees will be allowed to hold the equivalent of 2 years of annual vacation accural at any one time based upon the specific accrual rate of the employee. However, when leaving the district the employee shall receive pay for earned vacation not to exceed their yearly maximum vacation accrual.

**Section 5.** Each month, or major fraction of a month, of employment between the date of employment and July l shall entitle the employee to annual vacation days according to the following schedule:

**Section 6..** A new employee in the first year of employment will be credited with vacation on a pro-rated basis for the average number of days/hours worked in the year.

| Years of Service | Range III Rate |
|---|---|
| 0-2 Years: | 0.84 days per month a maximum of 10 days. |
| 2.1 to 3 Years | 0.92 days per month to a maximum of 11 days |
| 3.1 to 4 Years | 1.0 days per month to a maximum of 12 days |
| 4.1 to 5 Years | 1.08 days per month to a maximum of 13 days |
| 5.1 to 6 Years | 1.17 days per month to a maximum of 14 days |
| 6.1 to 10 Years | 1.25 days per month to a maximum of 15 days |
| 10.1 to 14 Years | 1.42 days per month to a maximum of 17 days |
| 14.1 Years and over | 1.67 days per month to a maximum of 20 days |

**Section 7.** Range I and Range II employees are not eligible for vacation.

**Section 8.** Staff moving into a vacation eligible position within the clerial unit will have their years of service in the unit applied to vacation accrual.

**Section 9.** Use of Summer Break Time During the School Year: A Range II employee will be allowed to take up to five (5) days off during the regular work year with the prior approval of the building Principal or supervising Director. Days taken under this provision can be made up during the summer break.

## ARTICLE XII
## SICK/MEDICAL LEAVE

**Section 1. Sick Leave**

**Subd. 1.** For employees who work a regular schedule, payment of sick leave shall be prorated based on the average number of regular hours worked per day. For example, earning one four (4) hour day of sick leave shall entitle the employee to use one four (4) hour day of sick leave. For employees who work a flexible schedule where days/hours vary, the employee may work another day to make up the time missed, or use accrued sick time at a prorated amount based on the average number of hours worked/week. Sick leave may be taken in two (2) hour increments.

**Subd. 2.** Range I employees covered under this policy, will earn 1.11 days of sick leave for each month worked, up to ten (12) days per year.

**Subd. 3.** Range II employees covered under this policy, will earn 1.18 days of sick leave for each month worked, up to thirteen (13) days per year.

**Subd. 4.** Range III employees covered under this policy, will earn one and one fourth (1.25) sick leave day for each month worked, up to fifteen (15) days per year. Sick leave days shall be used on the same hourly basis as earned.

**Subd. 5.** Unused sick leave may accumulate to a maximum of one hundred thirty (130) days.

**Subd. 6.** For any absence or illness of over two (2) days, a doctor's excuse may be required.

**Subd. 7.** Unused sick leave: One day of paid time off for unused sick leave will be given for each five (5) days of unused sick leave over 130 days. There is no proration. Paid 3 earned under this provision is not collectable until the following year.

**Section 2. Family/Medical Leave:** The District will administer the Federal FMLA (Family and Medical Leave Act) (Public Law 103-03, 1993) and all applicable State laws.

**Subd. 1.** An employee who is requesting to take a leave for medical reason has the following duties:

a. Inform the Director of Human Resources in writing of the intention to take the leave as soon as possible.
b. The application shall include the beginning date and return date for the Medical leave.

c. When an employee is returning from an approved leave for medical reasons, he/she must provide a minimum of two weeks' notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. At the time of return, if the employee's previous position is no longer available, the employee may be re-employed to the first vacancy for which he/she is qualified, at or below current classification. If employee returns to position below current classification, that employee will be permitted to use previous status when being considered for future openings.

**Subd 2.** Supplemental Major Medical Leave: Any employee who has completed ten (10) years of employment with the school district shall be granted, as a supplement to the above sick leave, thirty (30) days of major medical leave for hospital confinement to be used after all accumulated sick leave days have been used by the employee.

**Subd. 3. Family Sick Leave:** Each employee will be allowed to use sick leave consistent with federal and state law.

## ARTICLE XIII
## MISCELLANEOUS LEAVES OF ABSENCE

**Section 1. Parenting Leave:** Parenting leave shall be granted by the school district, subject to the provisions of this article and applicable state and federal laws, and is unpaid. Unpaid Parenting Leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

**Subd 1.** An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three calendar months, or 30 calendar days in the event of adoption, before commencement of the intended leave. If the birth or placement of a child requires the parenting leave to begin in less than 30 calendar days, the Clerical employee shall provide such notice as feasible.

**Subd. 2.** The application shall include the beginning date and return date for the parenting leave.

**Subd 3.** If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this agreement. The employee shall also provide at the time of the leave application, a statement from the health care provider indicating the expected date of delivery.

**Subd. 4.** The following rules apply to the duration, nature and timing of the requested parenting leave.

**a.** In approving a parenting leave of absence, the School District shall not be required to grant any leave for more than a total of twelve (12) work weeks of leave during any 12 month period and may grant this leave up to twelve (12) months.

The entitlement to leave for parenting purposes shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Where a husband and wife are employed by the same school district, the aggregate total of childbirth leave shall not exceed 12 months.

**b.** Failure of the Clerical employee to return pursuant to the date determined as the end of the leave shall constitute grounds for discharge.

**c.** An employee returning from parenting leave shall be re-employed in a position for which the employee was qualified prior to the leave, provided the employee returns on the date approved by the superintendent or his/her designee.

**d.** Leave under this section shall be without pay or fringe benefits except as required by state or federal law. An employee on parenting 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 she/he wishes to retain, commencing with the beginning of the parenting 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.

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

**Section 2. Unpaid Leave of Absence.** An employee who has been employed by the School District for 3 full years may request an Unpaid Leave of Absence.

**Subd 1.** An Unpaid leave of absence, when granted, shall be for a period of time up to one year as mutually agreed upon between the Superintendent and employee and approved by the School Board.

**Subd. 2.** Reasons for which this leave may be granted include, but are not limited to: extended child care, temporary illness or disability, or to pursue additional education or professional development.

**Subd. 3.** Employees returning from an unpaid leave of six months or less shall return to the position they held prior to the leave. Employees returning from leaves of 6 - 12 months may return to a vacant position, at their previous grade level or less, within the unit if one exists. If no vacancy exists, the employee will be placed on a recall list for up to 12 months. An employee on the recall list will retain seniority rights to recall to a position at a grade level equal to or less than the previous position.

**Subd 4.** An employee returning from an Unpaid Leave of Absence shall deliver in person or by certified mail, written notice to the Superintendent of the employee's intention to return at least 90 days prior to expiration of the leave. Failure to give such notice shall be considered a resignation on the part of the employee.

**Section 3. Personal Leave:**

**Subd.1.** Employees who are eligible for fringe benefits will be granted two (2) days (non-accumulative) of personal leave per year.

**Subd. 2.** All personal leaves must be requested at least one week in advance of the date of absence.

**Subd. 3**. An employee need not state the reason for the request for personal leave.

**Subd. 4.** Employees may not use personal leave during the final ten (10) student contact days of the school year. Under special circumstances, personal leave may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

**Subd. 5.** Personal Leave can be used for emergency school closings.

**Subd. 6.** The Director of Human Resources may approve emergency use of personal leave with less than one-week notice. No more than two employees per building per day may receive regular (non-emergency) personal leave. However, additional employees per building may receive non-emergency personal leave at the Director's discretion, subject to the district's operational needs. In considering additional requests for personal leave for a day when at least one employee is already approved for personal leave, the Director may request and consider an employee's reasons for requesting a personal day. The Director's decision shall be final and not subject to grievance.

**Subd. 7.** In the event of a district emergency, the limitation on the number of support staff who may take personal leave at any one time may be subject to change.

**Subd. 8.** Up to three unused personal leave days may be carried over into the following school year for a maximum of five days in any one year.

**Section 4. Bereavement Leave:** Each employee will be allowed five (5) days for death of a mother, father, spouse, child, step-child, sister or brother, in-laws of the same degree, grandchild, or any member of the employee's immediate household who has resided there for more than one year. Two days for the death of an uncle, aunt, grandparent, niece, nephew, and in-laws of the same degree will be allowed. Bereavement leave shall be taken at the time of the event. The employee may request to take a portion of the leave at a later date for reasons related to the death (i.e. burial, estate settlement.)

**Section 5. Emergency Leave**:

1. An employee may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.
2. Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.
3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.
4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor the first five (5) or the last five (5) days of the school year.

Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee

## ARTICLE XIV
## TUITION REIMBURSEMENT

The school district may reimburse each employee up to $300 tuition expense in any contract year for post-secondary credits. The credits must be submitted in writing for preapproval by the superientendent. Credits must be successfully earned and reported to the district before payment is made.

## ARTICLE XV
## INSURANCE

**Section 1. Eligible Employees**: Only employees regularly employed for a total of at least 1032 hours per year (exclusive of holidays) and who work a consistent schedule will be eligible for insurance benefits.

**Section 2. Group Health Insurance**: The school district shall make the following contribution for any employee who participates in the voluntary group medical insurance plan in force in the Shakopee school system.

**Group Health Insurance Rates**

**2026-2027**

| | Plan | Annual Premium Contribution | Annual VEBA/HSA Contribution |
|---|---|---|---|
| Single | $2,600/$5,200 Deductible | $9,450 | $1,300 |
| | $5,000/$10,000 Deductible | $9,450 | $1,500 |
| EE+1 | $2,600/$5,200 Deductible | $15,750 | $2,300 |
| | $5,000/$10,000 Deductible | $15,750 | $2,600 |
| Family | $2,600/$5,200 Deductible | $15,750 | $2,300 |
| | $5,000/$10,000 Deductible | $15,750 | $2,600 |

**2027-2028**

| | Plan | Annual Premium Contribution | Annual VEBA/HSA Contribution |
|---|---|---|---|
| Single | $2,600/$5,200 Deductible | $10,017 | $1,300 |
| | $5,000/$10,000 Deductible | $10,017 | $1,500 |
| EE+1 | $2,600/$5,200 Deductible | $16,695 | $2,300 |
| | $5,000/$10,000 Deductible | $16,695 | $2,600 |
| Family | $2,600/$5,200 Deductible | $16,695 | $2,300 |
| | $5,000/$10,000 Deductible | $16,695 | $2,600 |

**Subd. 1.** The rates set forth in Section 2 apply only to employees who meet the minimum eligibility standards as set forth in Article X, Section 1.

**Section 3. Married Couples Employed by District:** In the event that two school district employees are married and eligible for School District provided health and hospitalization insurance, the School District will contribute the Employee (single) rate once it is established which spouse is choosing either employee + 1 or family coverage. Each member of the couple must be a qualified employee for health benefits.

**Section 4. Dental Insurance:** Effective July 1, 2024 through June 30, 2026, the school district shall make the following contribution for any employee who participates in the school district's voluntary group dental insurance plan.

| Monthly Contribution |
|---|
| **$84.87** |

**Subd. 1.** The rates for dental insurance set forth in Article XV, Section 4 apply only to employees who meet the minimum eligibility standards as set forth in Article IX, Section 1.

**Section 5. Income Protection Insurance:** The school district shall pay up to a maximum of one hundred fifteen ($115.00) dollars per employee for income protection insurance.

**Section 6. Life Insurance:** The school district shall pay the premium cost of two (2) times the basic annual earnings up to a maximum of $80,000 of a term life group insurance policy for each clerical employee for the term of this agreement.

**Section 7.** Insurance deductions for Range III employees shall occur every pay period. For Range I and II employees, insurance deductions will occur over 18 pay periods. For Range III, insurance deducation will occur over 26 pay periods.

## ARTICLE XVI
## DEFERRED COMPENSATION

**Section 1.** Commencing with the 1998-99 school year, full-time support staff and part-time support staff, on a pro-rata basis, are entitled to a matching School District contribution to the Minnesota

Deferred Compensation Plan (Minn. Stat. 352.96 and 356.24(a)(4)) or a Tax Sheltered Annuity (Minn. Stat. 356.24 and Internal Revenue code 403(b)) on the following basis:

a. 0 - 3 years of actual service to the Shakopee School District.

b. In excess of three (3) years of actual service to the Shakopee School District 2.5% of salary.

c. Match will be made effective 1st payroll of the next available open enrollment.

**Section 2.** An employee retiring and receiving retirement benefits from PERA immediately upon leaving the district and who has completed at least twenty (20) years of full-time service with the school District shall be eligible to continue participation in the district group medical hospitalization, dental, and life plans, if permitted by the terms of the policy with the insurance carrier but shall pay the entire premium for such insurance coverage(s) commencing with the date of retirement. It is the responsibility of such employee to make arrangements with the school district's business office to pay the school district the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in these group insurance's, however, will be discontinued upon the employee attaining eligibility for medicare unless addressed differently by MN statute.

## ARTICLE XVII
## PROBATION, RESIGNATION, AND DISCHARGE

**Section 1.** Upon completion of probation, an employee may be suspended without pay or discharged for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

### Discipline, Discharge, and Probationary Period

**Section 1. Probationary Period:** An employee under the provisions of the Agreement shall serve a probationary period of ninety (90) working days of continuous service during which time the school shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge 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. A new employee shall not be considered a permanent employee until the employee has served this ninety (90) day probationary period. Subsequent to that period, the employee shall attain permanent status and be discharged only for just cause.

**Section 2. Probationary Period – Transfers/Promotions:** An employee who is voluntarily transferred from one position within a wage classification to another position within wage classification, or; whom is promoted to a higher graded classification shall serve a 45 working day probationary 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 re-assign the employee to his/her former position. The employee may request to return to his/her position if it is still available. Otherwise, the re-assignment shall occur prior to the start of the subsequent school year.

**Section 3. Progressive Discipline:** Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order: Disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a

serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the school district.

The school board or designee shall have the right to discipline/discharge an employee for just cause.

Disciplinary actions by the School Board or their designee may include the following four (4) steps.

**Subd. 1.** Verbal Warning
**Subd. 2.** Written Reprimand
**Subd. 3.** Suspension
**Subd. 4.** Discharge

The District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

**Section 4. Meetings to Discuss Discipline Measures:** If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have an Association representative present. When possible, the district will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

**Section 5. Discharge Due Process:** No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and his/her Association representative who shall be permitted to attend the conference.

**Section 6. Disciplinary Action Records:** A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel record.

## ARTICLE XVIII
## SENIORITY DATE

**Section 1.** Employees shall acquire seniority upon completion of the probationary period as defined by this policy and upon acquiring seniority.The seniority date shall relate back to the first date of continuous service in a position governed by the policy. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

## ARTICLE XIX
## REDUCTION IN FORCE

**Section 1.** The principle of seniority within job classification shall apply in any reduction in force, provided the incumbent employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority right to recall, within job classification, in seniority order for a period of accumulated seniority or twelve (12) months whichever is the lesser amount.

## ARTICLE XX
## RETIREMENT

**Section 1.** All employees are required by law to belong to the Public Employees Retirement Association. Contributions to the PERA fund will be deducted from each employee's check at the rate required by law. Membership in the coordinated plan will necessitate deductions at the PERA current rate and for Social Security at the current rate.

## ARTICLE XXI
## JURY DUTY

**Section 1.** When employees of the district are ordered by the courts to report for jury duty or are subpoenaed for court duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to the school for the remainder of that day. Absences for jury duty are to be arranged with the supervisor or Director of Human Resources as soon as the court order is received by the employee. Absences for jury duty will not count in calculating absence limitations in other policies of the school district. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

## ARTICLE XXII
## GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A grievance shall mean an allegation by an employee and the exclusive representative resulting in a dispute or disagreement between the employee and the exclusive representative and the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this contract.

**Section 2. Representative:** The administrator or Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The employee shall be represented by the Union or its designee to act in his/her behalf during all steps of the formal procedure. This provision does not usurp any of the powers provided the Union under the P.E.L.R.A.

**Section 3. Definitions and Interpretations:**

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

**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 state law.

**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 has been hand delivered or electronically delivered within the time period.

**Subd. 5. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 6. Disposed:** A settlement of a grievance to the satisfaction of both parties, which has been reduced to writing.

**Subd. 7. Release Time**: To the extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer, outside of student contact time. Employees designated by the exclusive representative shall be released from work without loss of pay as a result of their necessary participation in meetings or hearings held, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance unless the person is a party to the grievance.

**Section 4. Time Limitation and Waiver:** An effort shall be made to adjust an alleged grievance informally between the employee and the Board's designee. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board's designee, setting forth the facts and the specific provision of the contract allegedly violated and the particular relief sought within 20 days after the alleged grievance occurred. Failure by the district representative to respond at Level I or II shall result in acquiescence to the last statement of the grievant. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another with the time period, hereafter provided, shall constitute a waiver of the grievance. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established in this Article.

**Section 5. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by a representative without having reduced the grievance to writing. This must be done within 20 days of the event giving rise to the potential grievance.

**Section 6. Adjustment of Grievance:** The Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner.

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, it shall be reduced to writing by the Union Representative and submitted to the Human Resources Director. The written grievance shall be submitted within 20 days of the event giving rise to the potential grievance. The initial filing of a Level I Grievance must be confirmed in writing by the District either by email, fax, or letter. The Human Resources Manager shall give a written decision on the grievance including reasons

therefore to the parties involved within ten (10) days after receipt and acknowledgement 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 (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the superintendent or his/her designee shall issue a decision in writing, including reasons therefore, 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 Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the 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 Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

**Section 7. School Board Review*:*** The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

**Section 8. Denial of Grievance:** Failure by the Board to issue a decision at Level III 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. Arbitration Procedure:** In the event that the employee and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Notification:** A notification 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 fifteen (15) 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 of the receipt of the list from the BMS, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten days, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance information:** Upon appointment of the arbitrator, the appealing party and the Board, may within five (5) days after notice of appointment, forward to the arbitrator the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Respective position of the grievant or Board.

4. The written documents relating to Article XIV, Section 6 of the grievance procedure.

**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.

**Subd. 6. 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 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, with the requesting party responsible for the cost of such transcript or recording. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree, are necessary for the conduct of arbitration.

**Subd. 8. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly presented 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 boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations; along with the statutory rights of the employee.

**Section 10. Miscellaneous:**

**Subd. 1. Records:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from employee personnel files.

## ARTICLE XIII
## RATES OF PAY

**Section 1. Pay Periods:** Employees shall be paid every other Friday. All employees will be paid for hours worked during the pay period with no option for annualized pay.

**Section 2. Longevity:**
Those who have completed the following years of service in the bargaining group will be eligible for longevity.

| School Years Completed | Longevity Compensation |
|---|---|
| Year 8-15 | $0.50 |
| Year 16-24 | $1.00 |
| Year 25+ | $1.50 |

**Section 3. Promotion, Reclassification, Demotion**: When an employee experiences a change in classification due to promotion, a job/pay equity re-evaluation, or demotion, the employee shall be placed on the same step in the new classification. For example, if the employee is currently at step four (4) and is promoted or demoted, the employee shall be placed at step four (4.)

**Secton 4. Mentor Stipend:** An employee who is assigned to mentor administrative assistant new hires shall receive the following stipend for the year. Must submit a request for payment.

Mentoring administrative assistant $500

**Section 5. Cell Phone Stipend:** The following positions will receive a $130-year stipend that will automatically be paid out in June.

- Principal Admin Assistant
- Lead Office Assistant – PELC
- Activities Administrative Assistant
- Activities Office Assistant
- Executive Admin Assistants
- Special Services Office Assistant III
- TLC Office Assistant III
- Duplicating Lead Office Assistant

**Section 6.** The following rates of pay shall be in effect from July 1, 2026, through June 30, 2028.

**2026-2027**

| New Step | Old Step | 2A | 3B | 4C | 5D | 7F |
|---|---|---|---|---|---|---|
| 1 | 13 | $19.37 | $21.76 | $25.11 | $25.48 | $26.43 |
| 2 | 14 | $19.90 | $22.41 | $25.94 | $26.29 | $27.26 |
| 3 | 15 | $20.42 | $23.07 | $26.77 | $27.08 | $28.09 |
| 4 | 16 | $20.65 | $23.30 | $26.99 | $27.31 | $28.31 |
| 5 | 17 | $20.88 | $23.52 | $27.22 | $27.53 | $28.54 |
| 6 | 18 | $21.10 | $23.75 | $27.44 | $27.75 | $28.76 |
| 7 | 19 | $21.33 | $23.97 | $27.67 | $27.98 | $28.99 |
| 8 | 20 | $21.56 | $24.21 | $27.89 | $28.21 | $29.22 |
| 9 | 21 | $21.84 | $24.49 | $28.19 | $28.50 | $29.53 |
| 10 | 22 | $22.12 | $25.71 | $28.47 | $28.76 | $29.81 |
| 11 | 23 | $22.40 | $26.87 | $28.75 | $29.04 | $30.09 |
| 12 | 24 | $22.68 | $27.39 | $29.04 | $29.30 | $30.60 |
| 13 | 25 | $22.99 | $27.54 | $29.32 | $29.57 | $31.11 |

**2027 – 2028**

| New Step | Old Step | 2A | 3B | 4C | 5D | 7F |
|---|---|---|---|---|---|---|
| 1 | 13 | $19.76 | $22.20 | $25.61 | $25.99 | $26.95 |
| 2 | 14 | $20.30 | $22.86 | $26.46 | $26.81 | $27.81 |
| 3 | 15 | $20.83 | $23.53 | $27.30 | $27.62 | $28.65 |
| 4 | 16 | $21.06 | $23.76 | $27.53 | $27.85 | $28.88 |
| 5 | 17 | $21.29 | $23.99 | $27.76 | $28.08 | $29.11 |
| 6 | 18 | $21.52 | $24.22 | $27.99 | $28.31 | $29.34 |
| 7 | 19 | $21.75 | $24.45 | $28.22 | $28.54 | $29.57 |
| 8 | 20 | $21.99 | $24.69 | $28.45 | $28.78 | $29.81 |
| 9 | 21 | $22.28 | $24.98 | $28.76 | $29.07 | $30.12 |
| 10 | 22 | $22.56 | $26.23 | $29.04 | $29.34 | $30.41 |
| 11 | 23 | $22.84 | $27.40 | $29.33 | $29.62 | $30.69 |
| 12 | 24 | $23.14 | $27.94 | $29.62 | $29.89 | $31.21 |
| 13 | 25 | $23.45 | $28.09 | $29.91 | $30.16 | $31.73 |

**Section 7. Stipends**
The following positions will receive an additional $.50/hr stipend:

- Lead Office Assistant – PELC
- TLC Office Assistant III
- High School Principal Admin Assistant

**Section 8. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, and continuing through June 30, 2028, 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 pursuant to the P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) 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 relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Severability:** The provisions of this Agreement shall be severable, and, if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

## Appendix A

**Effective December 11, 2024, CEU compensation is discontinued. However, employees receiving CEU pay as of that date will continue to receive it.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

| FOR THE DISTRICT | FOR THE EXCLUSIVE REPRESENTATIVE |
|---|---|
| By _____ | By_____ |
| Its _____ | Its _____ |
| By _____ | By _____ |
| Its _____ | Its _____ |
| | By _____ |
| | Its _____ |
| Dated _____ | Dated _____ |

## MEMORANDUM OF UNDERSTANDING COMPENSATORY TIME

This memorandum is an addendum to the Personnel Policies for Secretaries and Clerical Staff between Independent School District #720 (Shakopee Public Schools) and the Shakopee Secretarial/Clerical Association of District #720 who represents Secretaries and Clerical staff.

**Purpose.** This agreement establishes guidelines and procedures for compensatory time and overtime consistent with the Fair Labor Standards Act and the current Personnel Policies for Secretarial/Clerical Personnel.

**Discussion.** ARTICLE VIII. HOURS OF SERVICE, Section 4 establishes that, "Overtime will be paid at the rate of time and one-half of the employee's regular rate for time above 40 hours per week. Overtime must have the prior approval of the appropriate administrator." This memorandum formalizes the use of compensatory time (comp time). Comp time is defined as time off given for hours worked beyond a 40-hour workweek. Both overtime and comp time require written pre-approval by the employee's supervisor and should be kept to a minimum.

Because of the budgetary constraints facing the District, Shakopee Public Schools is offering compensatory time as an option when additional hours are needed. Anytime an employee is directed to work at the worksite performing work tasks over 40 hours in a workweek they will have the opportunity to earn overtime pay or compensatory time at a rate of 1.5 for 1. If an employee requests to work overtime at the worksite performing work tasks, the employee will indicate whether they plan to earn compensatory time or overtime, and the supervisor will approve or deny the request as soon as possible. Paid vacation and sick leave are not eligible for inclusion in the overtime or comp time calculation.

Current comp time balances should be used by June 30, 2019, and in subsequent years June 30th of the year it was accrued.

**Process.** Employee informs their supervisor in writing ahead of time (email is sufficient) the need to work any hours above 40 in a workweek. The supervisor will indicate prior to approval whether the extra time will be offered as overtime pay, compensatory time, or either. If the extra hours are required by the supervisor, an employee will have the opportunity to earn overtime pay or compensatory time. The District prefers employees take comp time in lieu of overtime pay when possible because of its current budgetary constraints.

**Comp time.** Each employee will have a position labeled "comp time" in VeriTime. When employees clock out of their regular position and plan to continue working they will need to clock into VeriTime under the position "comp time" and then clock out when leaving.

When employees plan to use accumulated comp time they will need to enter their absence into AESOP using absence reason comp time. Earned comp time must be taken by June 30th of each school year. If employment is ended the current balance of compensatory time will be paid out to the employee and included in their final paycheck. If at all possible, comp time should be used when school is not in session and/or when a substitute is not needed.

Employees may not use comp time during the final ten (10) student contact days of the school year. Under special circumstances, comp time may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

In Witness Thereof, the parties agree to the terms and conditions stated herein:

| **Association** | **Independent School District No. 720** |
|---|---|
| Clerical Association | District #720 Board Representative |
| Date | Date |