

Master Contract

Between

Intermediate School District 287

And

**Education Minnesota
Local 2209**

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

Contract Term

July 1, 2019 through June 30, 2021

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SECTION 1 PURPOSE OF CONTRACT

This Contract, entered into between the School Board of Intermediate District 287, hereinafter referred to as the School Board, and Education Minnesota Intermediate District 287 Local 2209, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, provides the terms and conditions of employment for employees for the duration of the Contract.

SECTION 2 RECOGNITION OF EXCLUSIVE REPRESENTATION

2.1 Recognition: In accordance with PELRA of 1971, as amended, the School Board recognizes the Federation as the exclusive representative for employees employed by the Intermediate District 287. The Federation shall have those rights and duties as prescribed by PELRA of 1971, as amended, and as described in the provisions of this Contract.

2.2 Appropriate Unit: The Federation shall represent all the employees of the School Board as defined in this Contract and in PELRA of 1971, as amended. Such representation shall include all employees as may be designated by legislative or Bureau of Mediation Services action.

2.3 Definition of Bargaining Unit: A member of the Bargaining Unit shall mean any person employed by the School Board in a position requiring licensure by the appropriate certifying agency as listed in Appendix One or by Intermediate District 287, or any person employed by the School Board in the following positions: Education Assistants, Interpreters, Parent Child Specialists, Behavior Interventionists, Student Safety Coaches, and Tier 1 Licensed. The term “employee” as used herein shall not include the following: Superintendent, administrators, confidential employees, supervisory employees, essential employees, administrative support employees, facilities/maintenance employees, food service employees, or emergency employees, except as defined in PELRA of 1971, as amended.

SECTION 3 DEFINITIONS

3.1 Terms and Conditions of Employment: The “terms and conditions” of employment mean the hours of employment, the compensation thereof including fringe benefits (except retirement contributions to TRA and PERA) and the employer’s personnel policies affecting the working conditions of the employees. “Terms and conditions” does not mean educational policies of the School Board. The terms in both cases are subject to the provision of PELRA of 1971, as amended, regarding the rights of public employees and the scope of negotiations.

3.2 Definition of Days: “Days” mean work days excluding Saturdays, Sundays, vacation, non-contracted time, or holidays as provided for in the school calendar. Once adopted by the School Board, any subsequent changes in the school calendar shall become a Meet and Confer item.

3.2.1 Salaried Employees: Within the eight (8) hour work day there shall be no more than six (6) hours of student contact or 30 hours of student contact averaged throughout the work week. In addition, there shall be one (1) hour of daily prep time (which may be split into two (2) segments) or three hundred (300) minutes per five-day week, and a one-half (1/2) hour duty-free lunch. The remainder of the work day shall be for other professional activities.

3.2.2 Hourly Employees: The standard work day for 1.0 Full-Time Equivalent (FTE) employees shall be eight (8) hours, including a one-half hour duty-free lunch.

3.3 Trade Time: “Trade Time” is equivalent time off for hourly employees.

3.3.1 Hourly employees who have been required to work during their duty-free lunch time shall receive equivalent time off during the same school year.

3.3.2 All trade time must be approved and verified by the employee’s supervisor or designee. Trade time shall not be used as a basis for additional compensation or converted to paid time. Trade time shall be used at a time mutually agreed upon by the supervisor and the employee.

3.4 Extended Time: “Extended Time” means any time worked for the School District exceeding the basic work year (defined in Section 4.1).

3.5 Steward: A Steward is the representative of the Federation.

3.6 Full-Time Employees: Except where otherwise specified in this Contract, full-time employees are those who are employed eight-tenths (.8) or more of a standard work week.

3.7 Part-Time Employees: Except where otherwise specified in this Contract, part-time employees are those who are employed less than eight-tenths (.8) of a standard work week.

3.8 Licensed: “Licensed” shall mean a license/certificate issued by the appropriate licensing/certifying agency as defined in MN Statute Chapter 122A, Teachers and Other Educators and Appendix One of this Agreement.

3.9 Other Terms: Terms not defined in this Contract shall have those meanings as defined in the PELRA of 1971, as amended.

3.10 Occupational Therapists/Physical Therapists: All licensed occupational therapists and physical therapists shall have all rights and privileges provided in Minnesota Statute (MS) 122A.40.

3.11 Qualified Licensed and Non-licensed Employees:

3.11.1 Definition of Qualified Licensed Employee: An employee who, in addition to the state license/certificate on file in the Human Resources Department, has a minimum of nine (9) consecutive months of full-time teaching experience in the subject matter or field taught within the last five (5) years. The employee must have documentation on file in the Human Resources

Department by January 1 of each year of the Contract. Documentation must show a minimum of nine (9) consecutive months of full-time teaching experience in the subject matter or field taught within the last five (5) years. If the position requires special skills, experience, education, or training, then the person(s) possessing these requirements shall be considered qualified.

3.11.2 Definition of Qualified Non-Licensed Employee: All non-licensed employees meeting the qualifications as defined in the relevant job classification. If the position requires special skills, experience, education, or training, then the person(s) possessing these requirements shall be considered qualified.

SECTION 4 WORK YEAR

4.1 Basic Work Year: The basic work year for employees shall be one hundred eighty three (183) days falling between August 20 and June 15. Within the basic work year there shall be no more than one hundred seventy-five (175) student contact days and no less than eight (8) non-student contact days, one (1) of which may be used as a professional leave day. Individual staff cannot work more than two hundred forty (240) days per contract year.

4.1.1 New Staff Academy: Each new employee will attend a two (2) to three (3) day District training academy outside of the basic school year as defined in Section 4.1. Other employees may be eligible to attend the Academy to receive additional training based on the recommendation of their supervisor. No current employee shall be required to attend.

In consideration of the fact that employees will be attending this training outside of the basic school year and their normal work assignment, licensed teachers will receive pay in the amount of the daily rate for BA/Step 1 as established by Schedule A. The daily rate will be determined based on the basic work year of 185 duty days for a first year instructor and non-licensed staff will receive pay at the hourly rate for Step 1 of Schedule C. This pay schedule applies only to the Summer Training Academy. Employees who present for the Summer Training Academy will be paid their regular rate of pay. Employees who present at the New Staff Academy will be paid their regular rate of pay.

The New Staff Academy is contingent upon available funding and will be held at the sole discretion of the School District.

4.1 Basic Work Year - Licensed Employees (effective July 1, 2020)

4.1.1 Basic Work Year: The basic work year for licensed employees shall be one hundred eighty-four (184) days falling between August 20 and June 15. Within the basic work year there shall be no more than one hundred seventy-five (175) student contact days and no less than nine (9) non-student contact days, one (1) of which may be used as a professional leave day. Individual staff cannot work more than two hundred forty (240) days per contract year.

4.1.2 First Year Licensed Employees: The basic work year for first year licensed employees shall be one hundred eighty-six (186) days of which no more than one hundred seventy-five (175) shall

be student contact days, no less than nine (9) shall be staff development days and two (2) shall be staff orientation days.

4.1.3 New Staff Academy: Each new employee will attend a two (2) to three (3) day District training academy outside of the basic work year as defined in Section 4.1.1. Other employees may be eligible to attend the Academy to receive additional training based on the recommendation of their supervisor. Other employees may be required to attend the Academy due to a change in job classification, based on the recommendation of their supervisor.

In consideration of the fact that employees will be attending this training outside of the basic work year and their normal work assignment, licensed teachers will receive pay in the amount of the daily rate for BA/Step 1 of Schedule A. The daily rate shall be based on the basic work year of one hundred eighty-six (186) for a first year instructor. Employees who present at the New Staff Academy will be paid their regular rate of pay.

The New Staff Academy is contingent upon available funding and will be held at the sole discretion of the School District.

4.1.4 Summer Training Institute: The District may hold a Summer Training Institute. In consideration of the fact that employees will be attending this Institute outside of the basic work year and their normal work assignment, licensed staff will receive pay in the amount of the daily rate for BA/Step 1 of Schedule A. Employees who present at the Summer Training Institute will be paid their regular rate of pay.

4.2 Basic Work Year - Non-Licensed Employees (effective July 1, 2020)

4.2.1 Basic Work Year: The basic work year for non-licensed staff shall be no less than one hundred eighty-one (181) days. Within the basic work year there shall be no more than one hundred seventy-five (175) student contact days and no less than six (6) non-student contact days, one (1) of which may be used as a professional leave day. Individual staff cannot work more than two hundred forty (240) days per contract year.

On non-contracted staff development days, with pre-approval, non-licensed staff may attend District-organized job-appropriate staff development. Pre-approval shall be determined and consistently-applied building-wide by the principal. The non-licensed staff shall receive a stipend of twenty dollars (\$20) an hour for their attendance.

4.2.2 First Year Non-Licensed Employees: New Staff Academy and/or Staff Orientation: Each new employee will attend a two (2) to three (3) day District New Staff Academy and/or two (2) Staff Orientation days outside of the basic work year as defined in Section 4.2.1. Other employees may be eligible to attend the Academy to receive additional training based on the recommendation of their supervisor. Other employees may be required to attend the Academy due to a change in job classification, based on the recommendation of their supervisor.

In consideration of the fact that employees will be attending New Staff Academy and/or Staff Orientation outside of the basic work year and their normal work assignment, non-licensed staff will

receive pay at the hourly rate for Step 1 of Schedule C. Employees who present at the New Staff Academy will be paid their regular rate of pay.

The New Staff Academy is contingent upon available funding and will be held at the sole discretion of the School District.

4.2.3 Summer Training Institute: The District may hold a Summer Training Institute. In consideration of the fact that employees will be attending this Institute outside of the basic work year and their normal work assignment, non-licensed staff will receive pay at the hourly rate for Step 1 of Schedule C. Employees who present at the Summer Training Institute will be paid their regular rate of pay.

4.3 Flexible Scheduling: By mutual consent of the parties work days may be scheduled throughout the contract year. (July 1 - June 30).

4.4 IEP Management for Special Education Licensed Staff: On occasion, an IEP manager may request time during the normal work day to work on due process paperwork that is due within a short amount of time. An IEP case manager may request of their supervisor up to 120 minutes during the normal work day to prepare an initial, a re-evaluation or an annual IEP/Progress Reports. Supervisors will either approve or deny the request. If approved, the IEP managers will keep a log of the time used for the completion of the due process paperwork and submit the logs to their supervisor twice each year.

4.5 Extended Time

4.5.1 Extended Time Agreements: Staff shall be issued hiring agreements for extended time opportunities by June 1. Exceptions may occur when student enrollment changes.

4.5.2 Extended Time Assignments: Extended time teaching and support staff positions need not be posted. These positions shall be offered first to the most senior qualified staff in the program who completes the extended time application in the announced time period. Applications for summer employment shall be available no later than April 1 and due in Human Resources no later than two weeks after they were made available.

4.5.3 Extended Time Pay Computations: The hourly rate for extended time assignments shall be the same as the hourly rate in the respective contract year for all employees except that Local 2209 teachers shall not be paid less than BA, Step 5 of Schedule A for any extended time assignment. For on-line courses, an extended time pay assignment shall be compensated as follows:

All student enrollment counts for online courses shall be calculated using a “semester credit student enrollment” as the basic unit of measurement.

- A student enrolled for .5 credit = 1 semester credit student enrollment.
- A student enrolled for .33 credit = .66 semester credit student enrollment.
- A student enrolled for .25 credit = .5 semester credit student enrollment.

A course section of less than three (3) semester credit student enrollments shall be paid \$500 per completed semester credit. A course section of three (3) semester credit student enrollments up to less than ten (10) student credit enrollments shall be paid \$350 per completed semester credit. A regular section, which is considered to be a maximum of ten (10) semester credit student enrollments and a maximum of twenty-five (25) semester credit completions shall be paid a flat stipend of \$3500. If a course enrollment exceeds twenty-five (25) semester credit student enrollments, a new section will be opened.

4.5.4 Paid Leave: Employees working extended time agreements may use accumulated paid leave during this time.

4.5.5 Continuing Contract: Extended time is not subject to the continuing contract law.

SECTION 5 SCHOOL BOARD RIGHTS

5.1 Managerial Rights: The Federation recognizes that the School Board is not required to meet and negotiate on matters of 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; selection of lead, supervisory personnel and employees; the organizational structure; selection, direction and number of personnel. The above rights and duties should not exclude other management rights and functions not expressly stated.

5.2 Management Responsibilities: The Federation recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

5.3 Effects of Laws, Rules, and Regulations: The Federation recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. The Federation also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms of this Contract and recognizes that the School Board, all employees covered by the Contract, and all provisions of this Contract are subject to the laws of the State.

5.4 Representatives: The School Board may be represented in any part of the Contract by any persons or agents designated by the School Board to act in its behalf.

SECTION 6 EMPLOYEE RIGHTS

6.1 Right to Views: Nothing contained in this Contract shall be construed to limit, impair, or affect the right of any employee or representative to express or communicate a view, grievance, complaint or opinion in any matter related to the conditions or compensation of public employment or their betterment, so long as

the same does not interfere with the performance of the duties of employment or circumvent the rights of the Federation.

6.2 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.

6.3 Request for Dues Check Off: Employees shall have the right to request dues check off for Federation membership, pursuant to PELRA of 1971, as amended.

6.3.1 Authorization: Upon receipt of a properly executed authorization card of the employee, the School Board shall deduct from the employee's paycheck the dues which the employee has agreed to pay to the Federation in said authorization. The School Board shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. A member wishing to terminate union membership should contact the union.

6.3.2 Notifications: By October 1 of each school year, the District shall provide in electronic form to the Federation, the names, work addresses, work telephone numbers, work e-mail addresses, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis, the District shall provide the Federation with a current bargaining unit list. Such requests shall be filled within five (5) working days. The School District must notify the Federation of all site location/classification changes within a timely manner. The Federation shall give written notification to Payroll of the amount of dues agreed to by the employee which are to be deducted from each employee under such authorizations.

6.3.3 Schedule of Deductions: Such deductions shall be made in accordance with the authorization card. Deductions shall occur on the first and second pay period in the months in which dues are collected in accordance with Federation collection policies. Payroll shall forward such dues deducted each month to the Federation, along with the list of names of the employees from whom deductions were made.

6.3.4 Indemnification: The Federation hereby warrants and covenants that it shall defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of 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 or membership dues specified by the Federation but not including actions arising solely from the School Board's failure to correctly mechanically deduct such fees or dues. Any fair share fee or membership dues dispute shall not be subject to the grievance procedure.

6.4 Open Files:

6.4.1 Availability: Pursuant to MS 122A.40, Subdivision 19, as amended, all evaluations and files relating to each individual employee shall be available during regular office hours to each individual employee as soon as possible not to exceed three (3) working days after receipt of a written request. The employee shall 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.

6.4.2 Review: The employee may review and have access to all of the employee's evaluations and files generated in the School District in the presence of the Director of Human Resources or designee. The employee, while reviewing the file, shall have the right to number, date and initial the contents of the file.

6.4.3 Copies: The School Board must send, in a confidential manner, a copy of all evaluation material being added to the employee's file to the employee at the same time they are being added. All evaluation material must be dated as to inclusion into the personnel file.

6.4.4 False or Inaccurate Information: The School Board may destroy the files as provided by law and shall expunge from the employee's file any material found to be false or inaccurate through the grievance procedure. Proceedings to expunge shall be commenced within the time period provided in this Contract for the commencement of a grievance.

SECTION 7 FEDERATION CONTRACTUAL RIGHTS

7.1 Time Off: The School Board shall afford time off up to seventy two (72) non-student contact hours to elected, excluding the Federation officer released in 7.7.4, or appointed representatives of the Federation for the purposes of conducting the duties of the Federation. Such officers shall not conduct Federation business with others while they are having student contact.

7.2 Salary during Time Off: Time off in accordance with Section 7.1 shall be paid time off.

7.3 Use of Equipment: The Federation may use school equipment on school premises, provided that such use does not interfere with normal school activities or the discharge of regular duties. Such use shall be subject to the approval of the Building Administrator or Superintendent's designated agent. The Federation shall bear full cost of School District provided labor, materials, and supplies used, and shall submit a report of such use of district-provided items to the Director of Finance on a monthly basis.

7.4 Access to District-Owned or District-Controlled Worksites: Representatives of the Federation shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Federation representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

7.5 Use of Communications Facilities: The Federation shall have the right to post notices of activities and matters of Federation concern on designated bulletin boards in each school building site. The Federation shall have access to the inter-school mail system of the School Board.

7.6 Use of Building: The Federation, after a minimum of seventy-two (72) hours written notice and approval by the Superintendent or authorized representative, may use school buildings for meeting purposes. Such use may not interfere with a previously scheduled school or community activity. The Federation shall notify

the Superintendent of the specific meeting space requested and the number of guests to be invited. The use of such building shall be at no cost to the Federation, provided that additional custodial or other services are not required. The Superintendent shall inform the Federation representative of the estimated cost for such use, and the Federation shall bear full cost for the additional services. Each building steward may call a Federation meeting at least once a month, at a time of the day not conflicting with student contact time.

7.7 Federation Leave:

7.7.1 Number of Hours: At the beginning of each school year, the School Board shall grant to the Federation one hundred fifteen (115) hours of Federation leave time. These hours shall be used by local Federation officers, convention delegates, or appointees to attend AFT/NEA/Education Minnesota/AFL-CIO sponsored conventions, workshops, meetings, steward training, or seminars. The Federation president shall inform the Director of Human Resources of attendees with a minimum of one (1) week notice in advance of their requested absence.

7.7.2 Pay: Federation members granted such leave time shall receive their regular pay during such absences.

7.7.3 Substitutes: The Federation shall assume the cost of substitutes if they are required to maintain the student's educational program.

7.7.4 (Beginning July 1, 2020) Federation President or Vice President Leave: To provide an efficient means of leadership and participation in appropriate School District activities, and implementation of state statutes and rules and School Board policies and procedures, the District and Federation agree to compensate full-time release (based on the position and FTE owned) for the Federation President or Vice President, to accomplish the tasks outlined in this Section. The full-time release cost will be costed to the Contract. The Federation shall inform the District of which officer will be released in the coming school year by May 15 of the preceding school year. The Federation President or Vice President shall retain all rights as a Federation employee according to the terms of this Contract, state statutes and rules, and School Board policies and procedures.

SECTION 8 GRIEVANCE PROCEDURE

8.1 Purpose: The purpose of this grievance procedure shall be to secure solutions to grievances equitably and expeditiously at the lowest administrative level.

8.2 Grievance Definition: A grievance shall mean an allegation(s) by employee(s) or the Federation that there is a misinterpretation or misapplication of provisions of this Contract or any other formal agreement between the parties or policies contrary to this Contract.

8.3 Representative: The School Board may be represented during any step of this procedure by its designated representative. The grievant shall be represented during any step of this procedure by the Federation. In the event the Federation does not process the grievance, the grievant may be represented by

an agent and the Federation shall not assume any responsibility, including any cost, for the grievance. However, in such case, the individual grievant(s) shall be responsible for the appropriate share of expenses.

8.4 Definitions and Interpretations:

8.4.1 Extension: Time limits specified in the Contract may be extended by mutual agreement.

8.4.2 Time Limits: Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant(s) to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

8.4.3 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. Saturdays, Sundays, and days the grievant calendar indicates as non-work days for the grievant shall not be counted. If there is more than one grievant, the calendar of the grievant whose last name comes first alphabetically shall be used. In order to expedite cases where the grievance timelines occur outside of the grievant's basic work year; either party can require that the time limit for that level of the grievance not exceed 30 days (counting all calendar days -7 days per week).

8.4.4 Reduced to Writing: Reduced to writing means a concise statement outlining the nature of the grievance, the point of contention or disagreement and the relief sought.

8.4.5 Answer: Answer means a concise written response outlining the School District's position and action on the grievance.

8.4.6 Grievant(s): Grievant(s) means an individual employee or group of employees.

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

8.4.8 Decisions: All decisions rendered, with the exception of decisions rendered at Level I of this grievance procedure, shall be in writing setting forth the decisions and shall be transmitted to all parties of interest and to the Federation simultaneously.

8.5 Procedure: A grievance shall be presented and adjusted in the following manner unless the parties mutually agree to waive a level of the procedure.

8.5.1 Level I: The grievant(s) shall meet with the immediate supervisor within twenty (20) days of the date of the occurrence alleged to be a grievance. The statement of the grievance shall be oral and the proceedings informal. Whichever party considers the meeting to meet the conditions of a Level I grievance procedure shall notify the Federation steward of any Level I meeting prior to or within two (2) days following the meeting. If a satisfactory settlement cannot be reached within five (5) days, Level II may be initiated within three (3) days thereafter. If Level II is not initiated within

three (3) days, the grievance is waived. No settlement at Level I shall be made in violation of the contract.

8.5.2 Level II: Any grievant(s) who has not received a satisfactory settlement as outlined in Level I may request the Federation to reduce the grievance to writing with a copy to the Director of Human Resources. If the grievance is to be pursued, the appropriate Administrator, as determined by the School Board, shall establish a Level II hearing with the grievant(s). The Level II hearing shall be held within five (5) days of the Level II request. The time and place for the Level II hearing shall be mutually established. Each party shall be allowed three (3) representatives at the meeting unless mutually waived. The Administrator shall prepare an answer and forward copies thereof to the grievant(s) and to the Federation within five (5) days of the Level II hearing. If the School District fails to answer the grievance within the five (5) days, the Federation may move the grievance to Level III.

8.5.3 Level III: If a satisfactory settlement is not reached as outlined in Level II, within five (5) days of receipt of the answer, the grievant(s) may request the Federation to proceed to Level III. Grievances referred to Level III shall be discussed by the employee's representative (Federation or personal legal counsel) and the Director of Human Resources. All decisions made at Level III shall be subject to the approval of the grievant(s). This Level III meeting shall take place within ten (10) days after the grievance has been referred to Level III hearing. The Director of Human Resources shall issue a written answer to the parties involved within five (5) days of the hearing.

8.6 Arbitration:

8.6.1 Level IV: Either party may request arbitration by serving a written notice on the other party of its intention to proceed with arbitration within ten (10) days of the receipt of the written answer from the Director of Human Resources. The Federation may inform the School Board in writing of the questions at issue. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators, providing such a request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five (5) until only one (1) name remains which shall be the agreed upon arbitrator. The remaining arbitrator shall hear and decide the grievance. Failure to request a list of arbitrators from BMS within the time periods provided herein shall constitute a waiver of the grievance.

8.6.2 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. Parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall not be a hearing de novo.

8.6.3 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 arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract, 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.

8.6.4 Decision: The decision by the arbitrator shall be rendered within thirty (30) days of selection. The arbitrator shall issue a written decision and order including findings of fact based on information presented during the arbitration process. All witnesses shall be sworn in upon oath by the arbitrator. Decisions by the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the PELRA of 1971, as amended.

8.6.5 Appearance and Representation: The hearings under this procedure shall be during the normal working day and employees required to participate shall be excused with pay for that purpose and that time shall not be deducted from the employee's personal leave. The Federation and the School Board shall make every effort to schedule such hearings during non-student contact hours.

8.6.6 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. The parties shall equally share fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

Any expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally by both parties.

8.7 Investigation of Grievances: The investigation of grievances, by either party, shall not interfere with any student contact time.

8.8 Subsequent Action: No action of any kind shall be taken by the School Board or School District against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

8.9 Release Time: An employee engaged during the school day on behalf of the Federation with any representative of the School Board or participating in the process of a grievance, including arbitration, shall be released from regular duties without loss of pay. The parties shall endeavor to have the arbitration hearing during non-student contact time.

8.10 Election of Remedies and Waiver: An employee 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 Contract, shall immediately thereupon waive any and all rights to pursue a grievance under this Section or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Contract or to enforce the award of an arbitrator.

SECTION 9 EMPLOYEE COUNSELING AND DISCIPLINE

9.0 General: Job performance issues that arise out of a member's employment, including attendance and punctuality, shall be handled in accordance with the provisions of this Section.

9.1 Just Cause: An employee may be disciplined for just cause.

9.2 Due Process: Any employee who is subject to discipline shall be afforded his or her due process rights under the Master Contract and any applicable federal or state laws. If the employee is informed that a meeting is not disciplinary, then no discipline may be imposed at that meeting unless a union representative is present. An employee has the right to Federation representation and shall be informed of that right before any disciplinary action is taken against the employee.

9.3 Levels of Employee Counseling and Discipline: The School District recognizes the concept of progressive discipline and shall attempt to resolve issues at the lowest possible level. The non-disciplinary levels available to the School District shall include the following defined terms:

9.3.1. Informal Counseling: A session where the supervisor discusses and advises an employee who is not performing up to acceptable standards.

9.3.2. Formal Counseling: A session where the supervisor discusses and advises an employee of ongoing performance issues. This counseling session should be documented and noted on the supervisor's calendar.

9.3.3. Letter of Direction: A written document used when counseling has not corrected the employee's poor performance and serves as a caution that continued poor performance, if uncorrected, may result in formal discipline. Letters of direction should be maintained in the supervisor's administrative file.

Discipline shall include the following levels:

9.3.4. Letter of Deficiency (Written Reprimand)

9.3.5. Suspension without pay for one (1) to a maximum of four (4) days

9.3.6. Suspension without pay for five (5) to a maximum of fifteen (15) days

9.3.7. Dismissal or Discharge

Normally, the School District shall implement the levels of progressive discipline in order, except when the case involves a more serious infraction or series of less serious related infractions.

9.4 Notice of Intent: The following procedure shall apply for all employees who are subject to suspension or discharge:

The School District shall issue a Notice of Intent to discipline when considering a suspension or discharge. This Notice of Intent includes: 1) the reasons for the intended discipline; 2) the date on which the discipline is to be effective; 3) an offer for a pre-discipline meeting with the employer, to be held before the end of the employee's next scheduled day of work, unless otherwise agreed upon by the employer and employee; 4) a statement that the purpose of the meeting is to explain the employer's evidence against the employee, and give the employee an opportunity to respond; 5) a statement that the employee may be accompanied by a representative, if the employee chooses; and 6) a statement that the employee may respond in writing to the charges.

9.5 Effect on Other School District Rights: This Section shall not be construed to limit the rights the School District has under MS 122A.40.

9.6 Notification: A suspension or dismissal shall only be made by a designee of the Superintendent. The employee and Federation shall be notified in writing of the suspension or dismissal. The employee shall be given the opportunity to be represented by the Federation. The School Board shall be notified in writing of the request by the employee for a hearing or a waiver of the right to a hearing.

9.7 Hearing before an Arbitrator: An employee who has been suspended or dismissed may request in writing a hearing before an arbitrator. If no hearing has been requested within fourteen (14) days from the date the employee is suspended or dismissed, it shall be deemed acquiescence to the suspension or dismissal by the employee. An employee can expressly waive the right to a hearing at any time before the fourteen (14) days expire.

9.8 Withholding of Pay: Pay shall be withheld from the employee immediately upon written notification of the suspension or dismissal in extraordinary cases where the employee has:

9.8.1 Been formally charged with a felony that adversely affects the employee's work;

9.8.2 Deliberately left work without permission;

9.8.3 Endangered the physical or mental health or safety of another employee or student;

9.8.4 Reported for work intoxicated;

9.8.5 Willfully failed to report for work.

9.8.6 Pay shall also be withheld from the employee immediately if the employee has waived in writing a right to a hearing. In cases not involving extraordinary circumstances, pay shall be withheld from the employee upon receipt of an arbitrator's decision upholding the suspension or dismissal.

9.9 Conduct of the Hearing: By mutual agreement, the hearing before the arbitrator may be an expedited hearing which takes place within ten (10) days of the request for hearing. In that case, the award shall be a bench award. Or, in the alternative, the arbitration hearing may, if mutually agreed upon, be conducted in accordance with Section 8.6.

9.10 Cost of Arbitration: The School Board and the Federation shall share equally the cost of the arbitration.

SECTION 10 MEET AND CONFER

10.1 Local Meet and Confer Meetings: Representatives of the Federation and representatives of the School Board shall meet for the purpose of discussing issues of concern to either party.

10.2 Schedule: Meet and Confer meetings shall be conducted once each month unless there is a mutual agreement to cancel such scheduled meetings.

SECTION 11 SENIORITY, LAYOFFS AND UNREQUESTED LEAVES OF ABSENCE

11.1 Seniority: Seniority is that principle of employment policy which accords certain privileges and benefits to employees on the basis of licenses/certificates, and length of service. Seniority in the School District shall be based on the initial date the licensed/certified employee signs their first contract, or employment commencement date as a licensed/certified employee, whichever is earlier. Seniority for employees not required to have a license/certificate shall be based on their employment commencement date. Current full-time employment, as defined in this Contract, shall take precedence over part-time employment in rankings. After such procedure, the seniority date shall be the date of the initial offer of employment from the School Board. If there are still employees with identical ranking, seniority shall be assigned by date of application still on file. Seniority does not apply to employees on a Tier 1 or Tier 2 license.

11.1.1 School District-wide: Seniority shall be applicable School District-wide based on licenses/certificates, and initial date of hire.

11.1.2 Leaving the Unit: Employees covered by this Contract or past contracts, who leave this bargaining unit but remain employed within the School District, shall for up to three (3) consecutive years retain, but not accrue, additional seniority. If employees who have left the unit but remained employed by the School District choose to return to the unit after three (3) consecutive years, they shall begin earning seniority based on their return date. Employees who end their employment with the School District and later return shall begin earning seniority from the date of their return.

11.1.3 Transferred Employees: Employees who are involuntarily transferred into the School District shall receive no more seniority than the least senior employee in the School District minus one (1) day. If more than one (1) employee is involuntarily transferred on the same date, such employees shall be ranked by seniority as defined by the standards of the School District and applied to the experiences in the previous district. Employees who are involuntarily transferred into the School District shall be given credit for a maximum of thirty (30) days of paid leave if they have at least that number of days accrued in their previous school district.

11.1.4 Seniority List: The School Board shall update and publish a seniority list on the District website by January 15 each year and copies shall be provided to the Federation. Challenges by individuals regarding seniority credit shall be resolved based on current contract language. The

individual may challenge their seniority credit on an annual basis. The challenge must be in writing, include documented proof, and request for seniority change, and received in the Human Resources Department no later than twenty (20) working days after January 15.

11.1.5 Shortened Contract/Work Week: Employees who voluntarily reduce their contract work week shall return to their full contract/work week at the start of the next school year. Requests for shortened contracts/work weeks must be submitted to Human Resources prior to March 1 for the next school year. These employees shall retain their full time status for seniority purposes during the reduction period.

LAYOFFS (Non-Licensed Employees/Interpreters)

11.2 Seniority and Qualifications: Parties agree that seniority and qualifications shall be the determining factors in lay-offs and recalls. Those employees lowest in seniority shall be the first to be laid off and the last to be recalled.

11.3 Layoffs and Bumping: If a non-licensed non-probationary employee is to be laid off, such employee, if qualified, may bump the least senior employee, listed under the position type, as published on the seniority list.

11.4 Inverse Order: All employees shall be laid off in inverse order of seniority except where 11.3 above applies.

11.5 Recall: The School Board shall maintain a recall list. A laid-off non-licensed employee shall remain on this list for three (3) years unless the employee requests to be removed. Non-licensed employees on the recall list, if qualified, shall be recalled in order of seniority based upon seniority list placement at the time they were laid off.

11.5.1 Termination of Recall Rights: The employee's right to reinstatement shall terminate if any of the following occur:

- A. the employee fails to file with the School Board a written statement requesting reinstatement by April 1 of each of the last two (2) years of a layoff. The School Board shall confirm the filing;
- B. voluntary removal by an employee of their name from the recall list (must be a written request);
- C. resignation of position;
- D. retirement;
- E. termination;
- F. the expiration of three (3) years from the commencement of the layoff without having been recalled.

11.6 Recall Notices: When laid off, an employee must ensure that their address in the District's electronic employee information system is accurate and is the address to which the employee would want any notice of reinstatement or availability of position to be mailed. The employee must update that address if there are any changes to it during the recall period. Proof of service at the last known address shall be sufficient. Failure of a notice to reach an employee shall not be the responsibility of the District if any notice has been mailed as described.

11.7 Acceptance of Reemployment: If a position becomes available for a qualified laid off employee, the District shall mail the notice to such an employee who shall have ten (10) calendar days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such ten (10) calendar day period shall constitute a waiver on the part of the employee of the right to be reinstated to the offered position.

UNREQUESTED LEAVES OF ABSENCE (Licensed/Certified Employees)

11.8 Unrequested Leave of Absence (ULA): The School Board may place on ULA, without pay or fringe benefits, as many licensed/certified employees as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the end of the school year. Such leave of absence shall continue for five (5) years, after which the right to reinstatement shall terminate, if not already terminated by failure to file a written statement under 11.12.1.

11.9 Seniority and Qualifications: Parties agree that seniority and qualifications shall be the determining factors in ULAs and recalls. Those employees lowest in seniority shall be the first to be placed on ULA and the last to be recalled.

11.10 Unrequested Leaves of Absence and Bumping: If a licensed/certified non-probationary employee is to be placed on ULA, such employee, if qualified, may bump the least senior employee as published on the seniority list if such employee is licensed/certified and qualified. Bumping may only be effected if the license/certificate is on file in the Human Resources Department no later than January 1 of each year of the Contract.

11.11 Inverse Order: All employees shall be placed on ULA in inverse order of seniority except where 11.10 above applies.

11.12 Recall: The School Board shall maintain a recall list. An employee placed on ULA shall remain on the list for five (5) years unless the employee requests to be removed. Licensed/certified employees on the recall list shall be recalled in order of seniority, based on the seniority list placement at the time they were placed on ULA, for any vacancies for which they are licensed/certified and qualified at the time of their ULA.

11.12.1 Termination of Recall Rights: The employee's right to reinstatement shall terminate if any of the following occur:

- A. the employee fails to file with the School Board a written statement requesting reinstatement by April 1 of each of the last four (4) years of a layoff. The School Board shall confirm the filing;
- B. voluntary removal by an employee of their name from the recall list (must be a written request);
- C. resignation of position;
- D. retirement;
- E. termination;
- F. the expiration of five (5) years from the commencement of the ULA without having been recalled.

11.13 In placing licensed/certified employees on unrequested leave, the Board is governed by the following provisions:

11.13.1 Continuing Contract Licensed/Certified Employees: A licensed/certified employee who has acquired continuing contract rights must not be placed on ULA while Tier 1 licensed, Tier 2 licensed, or probationary licensed/certified employees are retained in positions for which the licensed/certified employee who has acquired continuing contract rights is licensed/certified and qualified.

11.13.2 Realignment: For purposes of placement on ULA or recall from ULA, nothing in Section 11 shall require the District to realign positions to accommodate the claims of another licensed/certified employee.

11.13.3 Notice: Following School Board action proposing placement of licensed/certified employees on unrequested leave of absence, each individual licensed/certified employee proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- A. states the applicable grounds for the proposed placement;
- B. provides notice of their right to challenge the proposed placement within 14 (fourteen) calendar days from the receipt of the notice; and
- C. provides notice that failure to challenge the proposed placement will be deemed acquiescence to the School Board's proposed placement action.

11.13.4 Right To File a Grievance: If requested within the timelines, licensed/certified employees proposed for placement on unrequested leave of absence pursuant to School Board action shall be entitled to challenge the proposed placement pursuant to the grievance procedure in Section 8.

11.13.5 Final Board Action: Final School Board action to place a licensed/certified employee on unrequested leave of absence must take place prior to July 1.

11.13.6 Rights While on ULA: Any licensed/certified employee placed on leave may engage in teaching or any other occupation during the leave; may be eligible for unemployment compensation if otherwise eligible under the law for such compensation; and a leave will not impair the continuing contract rights of the licensed/certified employee or result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

11.13.7 Recall Notices: When placed on ULA, a licensed/certified employee must ensure that their address in the District's electronic employee information system is accurate and is the address to which the licensed/certified employee would want any notice of reinstatement or availability of position to be mailed. The licensed/certified employee must update that address if there are any changes to it during the recall period. Proof of service by the person in the District depositing such notice in the mail to the licensed/certified employee shall not be the responsibility of the District if any notice has been mailed as described.

11.13.8 Acceptance of Reemployment: If a position becomes available for a qualified licensed employee on ULA, the District shall mail the notice to such licensed/certified employee who shall have ten (10) calendar days from the date of such notice to accept the reemployment. Failure to

accept, in writing, within such ten (10) calendar day period shall constitute a waiver on the part of the licensed/certified employee of the right to be reinstated to the offered position.

SECTION 12 INVOLUNTARY AND VOLUNTARY TRANSFER

12.1 Definitions:

12.1.1 Assignment: Assignment, as used in this Section, means the employee's work site or building.

12.1.2 Change of Program: Change of Program means the movement of an employee from one program to another within the employee's work site or building during the basic work year. A change of program is not a transfer or a change in assignment.

12.1.3 Transfer: Transfer, as used in this Section, means the movement of an employee from one work site or building to another. A transfer would result in a change in the employee's assignment.

12.1.4 Voluntary Transfer: Voluntary transfer, as used in this Section, means a transfer requested by an employee.

12.1.5 Involuntary Transfer: An involuntary transfer is a transfer that occurs during the basic work year and which is due to a change in student enrollment. There shall be one (1) non-student contact work day set aside for the licensed employee to prepare the new classroom.

12.2 Involuntary Transfer Notification: No involuntary transfer shall be made with less than a one (1) week written notice to the employee and the Federation, unless the employee and supervisor agree to a shorter time period.

12.3 Involuntary Transfers: If an employee is to be involuntarily transferred due to student enrollment, the transfer shall be first offered to the qualified employee who has the most district-wide seniority in the program from which the transfer shall occur. The employee shall have the option to accept the transfer or decline. If declined, the transfer shall be offered to the next ranking qualified employee and on down. If all qualified employees in descending order of seniority decline, then the least senior qualified employee shall be obligated to take the transfer. Tier 1 licensed teachers who are qualified, if any in the program, shall be considered the least senior employees for the purposes of this subsection. Tier 2 licensed teachers who are qualified, if any in the program, shall be considered less senior than all licensed teachers on the seniority list and more senior than Tier 1 licensed teachers, for the purposes of this subsection.

12.4 Voluntary Transfer: The School Board shall give the qualified senior employee consideration of the voluntary transfer to open positions. Requests for transfer shall be made in writing, one (1) copy of which shall be filed with the employee's supervisor, and one (1) copy with the Director of Human Resources. The employee may also file a copy of such requests with the Federation. The request shall set forth the reasons for transfer, the location and position sought, and the applicant's qualifications. Such requests must be renewed each year to ensure current consideration. Employees who apply for a transfer shall receive a written reply at the time the position is filled.

12.5 Notification: By August 1 staff members shall receive written notification of their assignment for the school year.

SECTION 13 NOTIFICATION OF STAFF AND ADMINISTRATIVE OPEN POSITIONS

Prior to filling staff and administrative positions with applicants from outside the School District, the Federation shall be informed by the posting procedure. All employees who are interviewed for positions shall be notified when the positions are filled. Such notification and consideration shall not affect the School Board's right of final choice of individuals to fill positions.

SECTION 14 UPGRADING REIMBURSEMENT

Required External Professional Development: Should the District require that an employee take a course, workshop, or class for any reason, the District shall pay mileage and the employee's tuition, including all books and materials.

SECTION 15 EVALUATION OF EMPLOYEES

15.1 Procedure: Employees in positions requiring a license shall be evaluated in accordance with Minnesota Statute. All other employees shall be evaluated according to School Board policy. The use and function of the evaluation form shall be thoroughly explained to the employees and the supervisors.

15.2 Response: Each written evaluation must be reviewed with the employee, whenever possible, by the person(s) who did the evaluation. If the evaluator(s) are unable to be present, their notes, whenever available, will be shared with the supervisor completing the evaluation. The employee may include a written response to the evaluation to be placed in the personnel file.

SECTION 16 HEALTH AND SAFETY

The School Board and Federation consider the health and safety of staff and students a paramount concern and the Health & Safety Committee for the District and for each site is dedicated to improving this area. The goal of the District wide committee is to discuss issues and concerns of a District wide perspective, share information that may be helpful for site-specific committees and answer questions from site committees. District 287 staff serve students with intense and challenging behaviors in several different programs. This student population has a variety of disabilities, some of which manifest as unpredictable physically assaultive or self-injurious behavior. The District provides training and support to staff in appropriate and safe behavioral interventions. In the event that an employee is injured at work, the employee shall file the appropriate injury/incident reports as required. The School Board, Health & Safety Committee and Federation recognize the importance of reviewing incident and accident reports to inform future decisions regarding training and health and safety initiatives.

The District Health & Safety Committee utilizes OSHA and MNOSHA for direction and guidance but will also utilize the Minnesota State Fire Marshall and Municipality codes and regulations to insure safe sites and practices. The District is responsible for overseeing and communicating health and safety standards to employees. Employees are responsible for following the health and safety standards provided by the District.

16.1 Occupational Safety and Health Administration (OSHA) Standards: The School Board, and all employees under this Contract, shall endeavor to maintain OSHA standards. Costs of uniforms and personal protective devices required by OSHA shall be borne by the School Board.

16.2 Prescription Glasses: The School Board shall pay for pre-approved prescription safety glasses where necessary for the employee. Cost for examination shall be borne by the employee.

16.3 Shoes: The School Board shall bear one-half ($1/2$) the cost of pre-approved safety shoes for those employees required to wear such shoes. The maximum shall be one (1) pair of safety shoes every two (2) years per such employee.

16.4 Uniforms: The School Board shall bear one-half ($1/2$) the cost of three (3) pre approved uniforms per year for automotive instructors. Employees requesting reimbursement for uniforms shall be required to wear them.

16.5 Explanations: The School Board shall explain periodically appropriate OSHA standards to all employees under this Contract.

16.6 Reimbursement for Employee Personal Property: The District shall reimburse employees up to \$750 per incident for the replacement or repair of personal property damaged as a result of student conduct such as, but not limited to, eyeglasses, vehicles, and clothing. This reimbursement does not include cell phones. Such reimbursement shall be subject to administrator confirmation that damage resulted from student conduct along with the employee providing a receipt and/or any other necessary supporting documentation.

SECTION 17 GROUP INSURANCE

For the purposes of eligibility for health, dental, life, and long-term disability insurance coverage, full-time employees are those who are employed thirty (30) hours (.75) or more of a standard work week and part-time employees are those who are employed less than thirty (30) hours (.75) of a standard work week.

17.1 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. Employees shall have the option of enrolling in a network plan or a deductible plan for the 2020 plan year. The network (Co-pay 1/1/20) plan will no longer be available after December 31, 2020.

17.2 Health and Dental Insurance Premiums: The employee portion of premiums for health insurance and dental insurance shall be automatically deducted on a pre-tax basis through the School District's Flexible Benefits Plan. If an individual decides not to have premiums taken on a pre-tax basis, the School District must receive written notification of their intention to waive the insurance prior to the beginning of the plan

year. The School District shall provide a waiver form and shall include the form with enrollment materials and yearly at open enrollment.

17.3 Health Insurance: The School Board shall contribute the following amounts, for all eligible and enrolled employees, toward health insurance premiums from as outlined in the table below:

Health Insurance - District Contributions			
Plans	July 1, 2019 - Dec 31, 2019	Jan 1, 2020 - Dec 31, 2020	Jan 1, 2021 - June 30, 2021
Single Network (Co-pay - 1/1/20)	70%	70%	Network (Co-pay 1/1/20) plan will no longer be available after December 31, 2020.
Single Deductible	100%	100%	100%
Family Network (Co-pay - 1/1/20)	60%	60%	Network (Co-pay 1/1/20) plan will no longer be available after December 31, 2020.
Family Deductible	90%	90%	90%

17.4 Health Reimbursement Account: The School Board will establish and maintain a health reimbursement account. For any employee who elects to enroll in the Single Deductible Plan or in the Family Deductible Plan the School Board shall contribute as outlined in the table below:

Health Reimbursement Account - District Contributions			
Plans	July 1, 2019 - Dec 31, 2019	Jan 1, 2020 - Dec 31, 2020	Jan 1, 2021 - June 30, 2021
Single Deductible	\$500	\$1000	\$500
Family Deductible	\$1000	\$2000	\$1000

17.5 Retirement/Disability Benefits: The School Board shall continue to contribute its portion of health insurance costs for disabled employees until long term disability coverage becomes effective to a maximum of three (3) calendar months. The School Board shall also continue to contribute its portion of health insurance costs for retired employees for three (3) calendar months after the last day worked.

17.6 Dental Insurance: The School Board shall contribute up to four hundred forty dollars (\$440) per year toward the premium cost of single or family dental insurance for each full time employee who qualifies for, and is enrolled in, one of the School District's dental insurance plans.

17.7 Life Insurance: The School Board shall pay the premium cost for each full-time employee who qualifies for and is enrolled in the School District's group life insurance plan. The amount of life insurance coverage granted to employees shall be an amount equal to the employee's annual base salary rounded to the nearest thousand.

17.7.1 Supplemental Life Insurance: Additional life insurance equal to one or two times the employee's base salary is available to employees who qualify under this Section up to a limit of \$200,000 (two hundred thousand). The entire cost of such insurance shall be borne by the employee.

17.7.2 Dependent Life Insurance: Dependent life insurance in the amount of \$10,000 (ten thousand), \$20,000 (twenty thousand), or \$50,000 (fifty thousand) for spouse and \$2,000 (two thousand) or \$5,000 (five thousand) for each dependent child is available to employees who qualify under this Section. The entire cost of such insurance shall be borne by the employee.

17.8 Long-Term Disability: The School Board shall contribute a sum equal to one hundred percent (100%) of the premium cost for disability coverage for each full-time employee who qualifies for and is enrolled in the School District's long-term disability insurance plan.

17.9 Duration of Insurance Contribution: Full-time employees are eligible for School Board contributions as long as they are employed by the School Board. Except in the event of an unrequested leave of absence or as specified in Section 17.5 Retirement/Disability Benefits all School Board participation shall cease at the end of the month following the employee's effective date of termination. Employees who have separated and have paid their portion of the insurance premium in advance shall be reimbursed any monies owed at the applicable rate. Upon termination of employment, the employee has the option of retaining health care and dental coverage, at the employee's own expense, until the employee becomes re-employed and eligible for coverage under a group policy contract or plan sponsored by the School District or another employer, or for a period of eighteen (18) months after the termination of employment, whichever is sooner except as provided in MS 471.61. Basic and supplemental life insurance may be converted to individual life insurance policies. Long-term disability insurance coverage ceases on the employee's last day of employment.

Full time benefit-eligible employees who are employed as of the last day of the school year shall be eligible for School Board contribution toward health, dental, and life insurance premiums through August 31.

17.10 Automobile Liability Insurance: The School Board shall not require an employee to transport students in personally owned vehicles, nor shall it provide automobile liability insurance for any employee who transports students in personally owned vehicles. The District's automobile insurance is primary for liability coverage for an employee who is authorized to drive and who is driving a District vehicle in the course of their employment.

17.11 Employer/Employee Committee: An employer/employee committee shall be established to periodically evaluate and recommend changes to insurance programs provided in this Contract.

17.12 Insurance Premiums: Payroll deductions for employee contributions for the group insurance plans and for the Flexible Benefit Spending Plan shall be allocated equally over the plan year. The insurance plans

run on a calendar year and deductions may be adjusted the first payroll in January to accommodate rate changes.

SECTION 18 PAID LEAVES

Preamble: The School Board and Federation desire all employees to be ready and willing to fulfill their duties and responsibilities. Whenever possible, employees should make every effort to schedule meetings and appointments outside of the workday. In this manner, we can ensure minimal disruption of services to our students. In all circumstances, employees are expected to use leave benefits in the manner for which they are intended and to be mindful of the impact upon students and co-workers.

18.1 Paid Leaves:

18.1.1 Purposes: Leave shall be allowed by the School Board whenever an employee's absence is due to illness, family illness, as provided by the federal FMLA, for doctor's appointments, personal leave reasons, incentive leave, if eligible, or emergencies which require the employee's absence during regular working hours. Leave with pay is not intended to be used for vacation, recreational purposes or to work for another employer. Leave may not be used in less than one quarter hour blocks. The improper use of paid leave may result in disciplinary action. Under no circumstances shall the School District discipline an employee for properly using their paid leave according to this section.

18.1.2 Requesting Leave: Requests for paid leave shall be submitted to the employee's supervisor by proper registration on the automated leave/ substitute system.

18.1.3 Amount of Leave: At the beginning of each contract year, each 1.0 FTE employee shall be credited with ninety-six (96) hours of leave. Leave shall be prorated for those employees working at least .35 FTE but less than 1.0 FTE. All ninety-six (96) hours of leave per year may accrue without limit for all employees. If the employee leaves the School District without having earned, on a proportionate basis, the number of leave hours used, the School District shall deduct from the employee's final paycheck for any unearned leave hours. If the employee's final paycheck is insufficient to reimburse the School District, the employee shall remain legally responsible to pay the difference.

18.1.4 Accrued Leave Incentive:

18.1.4.1 Incentive Leave: An employee who is actively working* and uses sixteen (16) hours or less of paid leave – other than personal leave – during one school year shall earn incentive leave. Personal leave hours will not be counted for this purpose. Incentive leave is earned during one school year and available for use the following school year. (*An employee who is actively working is an employee who is not on a leave of absence, as defined under Section 19.3 of the Master Contract).

Earned incentive leave is equivalent to one full day of work based on an employee's work schedule.

18.1.4.2 Incentive Leave Eligibility: Staff who are new to the District are eligible to earn incentive leave provided they have begun working by October 1.

18.1.4.3 Notification of Incentive Leave: During Workshop Week each school year, the Human Resources Department will send a notification to all Local 2209 employees who have earned incentive leave based on the amount of paid leave (other than personal) use during the previous school year.

18.1.4.4 Use of Incentive Leave: Incentive leave may be used in not less than one quarter ($\frac{1}{4}$) hour blocks during the school year following the year in which it is earned. Incentive leave may not be used during the first five (5) days of student contact time in the beginning of the school year, or during the last five (5) student contact days at the end of the school year. Limitation regarding leave use in Section 18.1.1 (Paid Leaves: Purposes) of the Master Contract do not apply to incentive leave,

18.1.4.5 Incentive Leave Donation: In the event an employee would like to donate leave time to a fellow eligible employee who has exhausted their leave, the employee may donate incentive leave. This leave can be donated in increments of no less than one (1) hour. Leave donations to eligible employees may be made at any time prior to June 1.

18.1.4.5.1 Eligible Employee Donation: The eligible employee receiving the Incentive Leave Donation must have an FMLA-qualifying medical condition and/or be on a formal unpaid medical leave for which they are missing time from work. The eligible employee will have the hours added to his/her paid leave other than personal leave balance.

18.1.4.6 Incentive Leave Cash Out: An Employee who does not use their incentive leave during the school year in which they are eligible to use the leave, shall have the unused hours paid out to them at the end of the school year.

The “cash out” amount will be equal to the employee’s hourly rate, which includes career stipends, at the time of cash out multiplied by the unused incentive leave hours. Payment for the “cash out” option will be made by the last pay period in June.

18.1.5 Leave Exhaustion and Pay Deduction: Leave exhaustion is defined as a leave balance of zero (0) hours. After an employee reaches leave exhaustion, his/her pay will be deducted for any leave used thereafter.

18.1.6 Medical Certificate: The School Board may require an employee to furnish a medical certificate from a qualified physician after five (5) consecutive days of absence as evidence of illness, if such absence was due to illness. The School Board may require an employee to furnish a medical certificate from a qualified physician after three (3) consecutive days of absence as evidence of illness in the case of a federal FMLA qualifying event, if such absence was due to illness.

18.1.7 Personal Leave: An employee may utilize up to twenty-four (24) hours per year of paid leave without salary deduction for personal leave. The leave may not be used on the following days:

- A. The first five (5) student contact days of the school year;
- B. The last five (5) student contact days of the school year;
- C. One day before or one after a break or holiday; or
- D. In conjunction with incentive leave.

Personal leave shall be prorated for less than a 1.0 FTE employee.

Leave requests for personal reasons must be properly registered, by the employee, on the automated leave/substitute system at least five (5) calendar days in advance of the requested leave.

Personal leave may not be used to work for another employer.

18.1.7.1 An employee who has completed at least five (5) years of active service and has over thirty-six (36) days of paid leave at the time of the request, is also eligible to use personal leave one day before or one after a break or holiday, but not one day before or one after winter or spring break. The leave request must be properly registered, by the employee, on the automated leave/substitute system at least twenty (20) calendar days in advance of the requested leave. The leave must also be approved by the immediate supervisor.

18.1.8 Emergency Leave: An employee may use paid leave for emergencies.

18.1.9 Safety Leave: An employee may use paid leave for safety leave pursuant to MS 181.9413.

18.1.10 Professional Development: An employee may use accumulated leave days for study related to an area of service provided by the School District. The leave may not be for a period of time less than six (6) weeks. The employee must retain 480 hours of paid leave and work in the School District for at least two (2) years following completion of the leave. An employee who discontinues service for any reason other than incapacity or layoff before the expiration of the two (2) years shall repay the School District on a proportional basis.

18.2 Civic Leave: An employee who is summoned to serve on a municipal, county, or federal jury or is summoned to appear as a witness in a court case (except for self-initiated legal actions) shall be reimbursed by the School Board for the difference between the amount received for such service, exclusive of travel pay and expense reimbursement, and the employee's regular salary. The employee shall present the Human Resources Department with proper evidence as to jury service or subpoena and the amount of compensation received there from.

18.3 Bereavement Leave:

18.3.1 Immediate Family: A leave of absence of up to forty (40) hours with pay for each occurrence shall be granted because of the death of an employee's spouse, domestic partner, child, parent, grandparent, grandchild, parent-in-law, son/daughter-in-law, step/foster child, step/foster parent, or sibling.

18.3.1.1 Upon the death of other relatives or friends not listed above, the employee may take up to thirty-two hours (32) hours of their accrued paid leave.

18.3.2 Prorated Leave: Leave shall be prorated for employees working at least .35 FTE but less than 1.0 FTE.

18.4 Site Closure or Program Cancellation: The Superintendent or official designee has sole authority to close District sites or cancel student programs.

18.4.1 Site Closure (neither students nor staff should report to that site): The Superintendent's action to close a District site(s), including leased sites and those owned by other entities, would cancel student programs held there and indicate that District staff whose only assignment(s) is/are in that site(s) should not report and do not have to take leave for the day. Staff who are assigned to more than one site are expected to report to any sites that are open. Conditions may dictate different decisions for different sites.

If an employee has approved paid or unpaid leave already registered in the automated leave/substitute system, scheduled for the same day as an emergency closing, their paid leave (if registered as paid time) or their salary (if registered as unpaid) shall not be deducted.

18.4.2 Program Cancellation (staff should report or take leave): The Superintendent's action to cancel student programs means that those programs will not serve students, but does not mean that the site is "closed" to staff. District staff whose primary assignment is that site should report or enter their absence into the District's absence reporting system.

18.4.3 Itinerant Reporting: Itinerant staff members are to report to any sites to which they are assigned that are open.

18.4.3.1 Itinerant Programs Closed by the Superintendent: Instructor Deaf/Hard of Hearing, Deaf/Hard of Hearing Speech Pathologist, and Interpreters should make a reasonable effort to report to any sites to which they are assigned that are open.

For the purpose of this section only: Instructor Deaf/Hard of Hearing, Deaf/Hard of Hearing Speech Pathologist, and Interpreters who report for and complete their assigned work day shall receive an additional personal day. Instructor Deaf/Hard of Hearing, Deaf/Hard of Hearing Speech Pathologist, and Interpreters must submit their leave request on the automated leave/substitute system if they are unable to report to their assigned site. These hours will not impact paid leave.

18.5 Injury or Illness Incurred in the Course of Employment: The School Board shall pay to an employee whose absence is due to injury or illness incurred in the course of employment, up to three (3) days of pay if the injury or illness is of such duration that it does not provide for a Minnesota workers' compensation wage-loss benefit. Until such time as the School District managed health care program administrator authorizes the time off as a work-related injury or illness, the School District shall charge the time to accrued

paid leave. Upon approval of the claim, the accrued paid leave charged shall be reinstated to the employee from the original date of injury or illness.

18.6 Other Benefits: While on paid leave, an employee shall retain all benefits including insurance and seniority.

18.7 Paid Leave Reimbursement: The School Board agrees to contribute for full-time employees who retire under the provisions of Section 21.1.1.1 an amount equal to the value of seventy-five percent (75%) of their total accumulated paid leave up to a maximum of 1976 hours directly into the retiree's 403(b) retirement account. These contributions shall be paid according to 18.7.1.

The School Board agrees to contribute for full-time employees with less than ten (10) years of service who retire and are at least sixty-five (65) years of age an amount equal to the value of twenty percent (20%) of their total accumulated paid leave up to a maximum of 1068 hours directly into the retiree's 403(b) retirement account. These contributions shall be paid according to Section 18.7.1.

The School Board agrees to contribute for full-time employees with greater than or equal to ten (10) years of service and less than fifteen (15) years of service who retire and are at least sixty-five (65) years of age an amount equal to the value of thirty-five percent (35%) of their total accumulated paid leave up to a maximum of 1068 hours directly into the retiree's 403(b) retirement account. These contributions shall be paid according to Section 18.7.1.

18.7.1 Method of Payment: At retirement, retirees shall receive a School Board contribution into their 403(b) retirement account according to Section 18.7, provided that the amount does not exceed contribution limits set out in section 415(c) of Internal Revenue Code. If at retirement, the paid leave reimbursement amount would cause the retiree to exceed contribution limits set out in section 415(c) of Internal Revenue Code, the remaining amount shall be contributed into the retiree's 403(b) account the following January.

SECTION 19 LEAVES OF ABSENCE

The School Board and the Federation understand that circumstances may exist that require an employee to take a leave of absence. The School Board and Federation have worked hard to provide a leave protection program. The School Board and Federation agree that leaves of absence should be viewed as insurance to protect employees from wage or position loss. Any request for leave should be made in an appropriate and timely manner.

19.1 Requests: Supervisors are to be informed of all requests for leaves of absence. All leaves, whether paid or unpaid, shall be taken in accordance with the Contract. Leave requests shall be submitted by proper registration on the automated leave/substitute system.

19.2 Deduction: If leaves of absence include the use of paid leave, such leave allowed shall be deducted from the accrued leave earned by the employee.

19.3 Long-Term Unpaid Leave:

19.3.1 Purposes: The School Board recognizes that occasions may arise when it is in the best interest of the School Board and the employee that a leave of absence be granted for purposes not listed in this Contract.

19.3.2 Eligibility: To be eligible for leave, an employee must have completed three (3) years of employment in the School District.

19.3.3 Application: Application for such leave shall be submitted to Human Resources by March 1; this deadline may be extended by mutual agreement.

19.3.4 Duration: Upon application, the School Board may grant an employee a leave for up to one (1) contract year. The leave may be renewed by mutual consent.

19.3.5: Approval of such leave requests shall be based on the operating needs of the program and the School District's decision shall be final.

19.4 Short-Term Unpaid Leaves: In cases not covered by any other leave provision, an employee may request an unpaid leave of absence for up to two (2) weeks in any given school year. Such requests must be submitted to Human Resources at least two (2) weeks in advance of the requested leave. Exception: A request for one (1) day of unpaid leave must be submitted to Human Resources at least one (1) week in advance of the requested leave. Approval by the supervisor shall be based on the operating needs of the School District. An employee on a short-term leave shall retain all benefits including insurance and seniority.

19.5 Family Medical Leave:

19.5.1 Eligibility: An employee, who has been employed by the School District for at least one year, shall be granted, upon application to Human Resources, a leave of absence in accordance with the provisions of the federal Family and Medical Leave Act (FMLA) of 1993.

19.5.2 Notification of Return: The employee must notify the School District in writing of the anticipated date of return to duty with as much notice as is possible. Upon expiration of the leave, the individual shall return to a position similar to the position held prior to the leave consistent with seniority provisions of the Contract.

19.5.3 Insurance: An employee on unpaid Family and Medical Leave shall continue to receive group insurance benefits and employer-paid premiums for up to twelve (12) work weeks; any time on paid leave for this purpose shall be deducted from the twelve (12) work weeks. If permitted under the insurance policy provisions, the employee, at their own expense, may continue coverage under the group policies. The right to continue participation in such group insurance programs shall terminate if the employee does not return to the School District pursuant to this Section except as provided in MS 471.61 and/or COBRA provisions.

SECTION 20 SEVERANCE

20.1 Severance Pay: Employees with a minimum of three years of seniority terminated due to a work force reduction shall receive ten (10) days of severance pay for each year of continuous School District employment with the minimum of thirty (30) and a maximum of one hundred twenty (120) days. The severance shall be paid to the employee by September 30th of the same calendar year and the employee shall remain on the recall list if the employee is not recalled to a similar position by September 15th. Employees who elect to receive their severance pay on June 30th of the layoff year must sign a waiver of recall right. Recalled employees who are subsequently laid off shall receive the current severance benefit minus any previously paid severance benefit.

20.2 Severance shall not be paid when the terminated employee is later offered and accepts employment by a member district through the provisions of MS 123A.33.

SECTION 21 RETIREMENT

21.1 Legal Effects: At the time any legal decision affects the retirement provisions of this Contract, the parties agree to reopen this Section and mutually develop new language in accordance with any new state or federal guidelines.

21.1.1 Retirement Incentive: Only available to employees hired on or before July 1, 2000. Employees hired on or after July 1, 2000, shall not be eligible for the Retirement Incentive, but shall instead be eligible for only the School Board's 403(b) Matching Contribution Plan.

In addition, to be eligible for the Retirement Incentive, the employee must be currently actively employed full-time (.8 FTE or above), and meet their years of active service as defined in Section 21.1.1.1 since their initial employment date as a regular hire. If the employee separates from the District, the Retirement Incentive employment date will be based on their rehire date. An employee is not actively employed if they take an unpaid leave of absence for one (1) contract year. A year of active service is when an employee performs duties for one semester or 91 or more duty days (whichever is less) in any school year.

21.1.1.1 Age and Years of Employment: Full-time employees who have fifteen (15) or more years of active service in the School District since their initial employment date as a regular hire and either have reached the age of fifty-five (55) or have thirty (30) years of service credit in TRA or PERA shall be eligible for the following incentive.

21.1.1.2 Calculation of Payment: An employee's retirement incentive shall be equal to one hundred (100) days of pay minus any employer contribution to the 403(b) Matching Contribution Plan. The calculation of the amount to be subtracted shall begin as of June 30, 2003.

Pay is calculated by multiplying the employee's daily rate of pay at the time of retirement by one hundred (100). Employee's daily rate of pay is the sum of the employee's placement

on the applicable salary schedule and career stipend, divided by the basic work year days listed in Section 4.1.

21.1.1.3 Method of Payment: The School Board shall contribute the amount of the retirement incentive in one lump sum at the time of retirement into the MSRS (Minnesota State Retirement System) Health Care Savings Plan.

21.2 Retiree Health Insurance: Employees who retire may individually elect to continue participation in a group health plan established by this Contract and as provided by MS 471.61.

21.3 Notification: An employee must submit written notification of retirement to Human Resources by February 1 in the year in which retirement occurs, unless as otherwise approved by the Superintendent. If the employee chooses to retire during the school year, the employee must submit written notification of retirement to Human Resources three (3) months prior to the effective date of retirement.

SECTION 22 SUBSTITUTES

22.1 Provision: The School Board shall provide substitutes as required on a timely basis.

22.2 Pay: Full-time employees assigned substitute duties in addition to their regular assignment shall be paid time and one-half for student contact hours over their normal work day.

SECTION 23 MILEAGE REIMBURSEMENT

Employees who are requested to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the reimbursement mileage rate established by the Internal Revenue Service (IRS).

SECTION 24 SALARY AND BENEFITS

24.1 Placement: Initial placement on the salary schedule shall be negotiable and shall be disclosed in writing at the time of initial employment offer. Should an employee move from one job classification to another, the employee's placement on the salary schedule shall be negotiable and be disclosed in writing at the time of the new employment offer.

24.2 Step Advancement: Employees who perform duties for one semester or 91 or more duty days (whichever is less) in any school year shall advance one (1) step on their respective salary schedule on July 1, 2019 and July 1, 2020. All authorized paid leave shall be counted as duty days.

24.3 Additional Assignments:

24.3.1 Stipend: Employees shall be paid for designated additional assignments carried on outside their regular duty day.

24.3.2 Yearbook Selection: The Administration may exercise its judgment in the selection of employees to be offered yearbook assignments. If the assignment is rejected by all of the more senior employees, then the least senior employee shall be required to take the assignment. Employees assigned shall be issued a hiring agreement stating the duration of the assignment and the amount of the stipend to be paid.

24.3.3 Method of Payment: Payment for yearbook shall be made upon commencement of the activity prorated over the balance of the school year in accordance with the Schedule G, Additional Stipends.

24.3.4 Pro-Rata Pay: Those employees working beyond the normal contract days/hours on activities, such as conventions, contests, conferences, intramurals, etc. shall be paid on a pro rata basis for time spent on such activities.

24.4 Pay Periods: Licensed staff hired on or after July 1, 2012 shall be paid based on 24 pay periods (pay checks September 15 – August 31) per contract year. As of July 1, 2012, all other employees shall have two pay options: 1. 24 pay periods (pay checks September 15 – August 31); and 2. 19 pay periods (pay checks September 15 – June 15). Changes may be initiated once per fiscal year by August 1. Insurance plans run on a calendar year and deductions may be adjusted the first payroll in January to accommodate rate changes.

24.5 Denial of Step Advancement: The School District may withhold an employee's step advancement for just cause. Prior to denying such a step, the employee must have received two (2) letters of deficiency regarding the same deficiency. The second letter of deficiency must include notification that the School District intends to withhold a salary increase.

Each letter of deficiency must include the specific alleged deficiency, a corrective action plan, how the School District shall assist the employee in correcting the alleged deficiency, and the length of time allotted to correct the alleged deficiency. If, after the employee has been given reasonable time and support to correct the deficiency and the problem persists, the School District shall provide written notice by June 15 of its intention to withhold such step. Such denial of salary advancement is subject to the grievance procedure.

SECTION 25 SALARIED EMPLOYEES

25.1 Licensed/Certified Employees: Employees paid under Schedule A shall move one (1) lane for every ten (10) semester credits or equivalents accrued. Semester credits shall have the value of 1.5 times quarter credits. Lane advancement may also occur by accumulating clock hours. The ratio for clock hours shall be twenty-seven (27) clock hours to one (1) semester credit. A maximum of two (2) such credits may be used each year. Credits and clock hours must be for successful completion of pre-approved courses or experiences. Pre-approval shall be consistently applied School District wide with approval from the Student Services Division. Lane changes shall occur on October 15 or March 1. Proof of accrual received in Human

Resources by October 15 shall entitle the employee to lane advancement retroactive to the start of the contract year. Proof of accrual received in Human Resources by March 1 shall entitle the employee to lane advancement retroactive to the start of the second half of the contract year. Salaried licensed/certified special education employees shall be paid in accordance with Schedule A. Regardless of the settlement status of the Master Contract, the School District will process lane changes.

25.2 Vocational Instructors: Licensed Vocational Instructors hired after June 15, 2002 shall be paid on the Instructor Salary Schedule A. Licensed vocational Instructors hired after June 15, 2002 without a bachelor's degree shall be paid ninety-five percent (95%) of the BA Lane.

25.3 Paid Prep Time: Employees who teach supplemental courses, shall receive one-half ($\frac{1}{2}$) hour of paid prep time for every three (3) hours of student contact time.

25.4 Duty-Free Lunch Time: In exceptional situations when employees are required to work during their duty free lunch due to a staff shortage or to ensure student safety, such employees shall be provided with the equivalent time off during that work week.

25.5 Teachers holding a Tier 1 or Tier 2 License: Teachers holding a Tier 1 or Tier 2 License shall be paid in accordance with the Instructor Salary Schedule A; however, they shall accrue no seniority as a licensed staff person. Should a non-licensed staff member be hired into a position as a teacher holding a Tier 1 or Tier 2 License, that employee is entitled to take a leave of absence from the non-licensed position and shall retain and accrue additional seniority in their position on the non-licensed seniority list.

SECTION 26 HOURLY EMPLOYEES

26.1 Seniority: Employees included in this section shall accrue seniority District-wide within their respective job categories. This seniority shall be consistent with the seniority provisions of the Contract.

26.2 Vacation Pay: Current full-time staff employed as Interpreters and Parent Child Specialists prior to July 1, 1989, and who were receiving paid vacation benefits during the 1988-89 school year, shall continue to accrue and use paid vacation pursuant to the then-established School District vacation policy. Vacation, as applicable, shall only be accrued during the base school year. No carryover of vacation time shall be allowed. New staff members hired after July 1, 1989, in these classifications, are not eligible for paid vacation benefits.

26.3 Education Assistants: Education Assistants shall be paid in accordance with Schedule C. Advancement shall be determined by documented college credits or clock hours as described in Section 25.1. Lane changes shall occur on October 15 or March 1. Proof of accrual received in Human Resources by October 15 shall entitle the employee to lane advancement retroactive to the start of the contract year. Proof of accrual received in Human Resources by March 1 shall entitle the employee to lane advancement retroactive to the start of the second half of the contract year. Education Assistants who meet the certification for highly qualified paraprofessionals according to the Minnesota standards shall move to the ninety (90) quarter credit pay level at the time certification documentation is received in Human Resources. Regardless of the settlement status of the Master Contract, the School District will process lane changes.

26.4 Interpreters: Certified Interpreters (American Sign Language (ASL) or Cued Language Transliterator (CLT)) shall be paid in accordance with Schedule D. Advancement shall be determined by full certification as stipulated in MS 122A.31 and effective on the date that official verification is received in the Human Resources Department. Upon documentation of a completed test to achieve certification, the School District will reimburse the Interpreter for the cost of one test up to a maximum of \$500 per Interpreter.

26.4.1: Non-probationary Interpreters who are unable to successfully complete certification requirements shall be eligible to apply for open positions for which they are qualified.

26.4.2: Interpreters who accept another position in the School District and later become certified may return to an open interpreter position without loss of seniority, years of service or salary.

26.4.3 Multiple Certification Stipend: Any employee holding passing results in more than one Minnesota Department of Education recognized Interpreter Testing Standard, or Certification, shall receive a stipend of \$1,000 per year. The stipend shall be in addition to the wages as provided in Salary Schedule D.

26.5 Parent Child Specialists: Parent Child Specialists shall be paid in accordance with Schedule E.

26.6 Trade Time:

26.6.1 1.0 FTE Employees: In exceptional situations when employees are required to work during their duty-free lunch due to a staff shortage or to ensure student safety, such employees shall be provided with the equivalent time off during that work week.

26.6.2 Less Than 1.0 FTE Employees: In exceptional situations, employees may be required to work more than their contracted hours or during their duty free lunch due to a staff shortage or to ensure student safety. Such employees shall record this time with their supervisor as “trade time” to be used during the same school year at a time mutually-agreed upon by the supervisor and the employee. Trade time used will be deducted from the time previously recorded with the supervisor; under no circumstances shall an employee be permitted to use trade time before it is earned. All trade time must be approved and verified by the employee’s supervisor or designee. Trade time shall not be used as a basis for additional compensation or converted to paid time.

26.7 Overtime: Employees required by their supervisor to work in excess of 40 hours in a work week shall be compensated at one and one-half times their current rate of pay.

26.8 Work Force Reduction: Permanent non-licensed employees whose employment is proposed for termination due to a work force reduction, after all bumping rights per Section 11 have been exercised, shall be offered the option of 1) accepting the layoff, or 2) if qualified accepting an open position as an education assistant.

If the employee chooses option 1), the employee shall have all of the rights provided in Sections 11 and 20 of the Contract.

If the employee chooses option 2), the employee shall retain and accrue seniority and years of service and shall maintain their original hire date. The employee shall be placed on the same step of the Education Assistants salary Schedule C as at the time of the proposed layoff. The employee shall be placed on the appropriate lane of the salary Schedule C as determined by documentation of college credits or degree. The employee shall have sixty (60) days from the date of appointment to furnish the documentation.

Employees choosing either option 1) or 2) shall be recalled to positions under the provisions of Section 11 with the most senior qualified individual being the first recalled. The Federation shall be provided a list of all such affected employees.

SECTION 27 PAYROLL DEDUCTIONS AND ANNUITY AGREEMENTS

27.1 Payroll Deductions: Employees may, by written request, authorize Payroll to make School Board approved deductions from their paychecks to include the following: Checking and Savings Accounts and Tax Sheltered Annuities.

27.1.1 Annuity Agreements: The School Board shall provide a tax deferred/shelter annuity or annuities equal to the amount of the salary reduction for employees who elect to have their salaries reduced according to a salary reduction agreement signed by the employee and in accordance with the provisions of the Internal Revenue Code.

27.1.2: Such reduction agreement(s) shall be signed and submitted to Payroll any time during the year and shall be automatically renewed except by written cancellation or at termination of employment.

27.2 Direct Deposit: All employees shall be paid only through the School District's Direct Deposit Program.

SECTION 28 RESIGNATION

It is the responsibility of each employee to give the School Board sufficient notice of intended resignation. Non-licensed employees must give at least one month notice of resignation. Continuing contract licensed employees who resign after July 15 shall be assessed a \$700 (seven hundred) release of contract fee and allowed to resign only when a replacement is secured, unless mutually waived by the parties.

SECTION 29 PROBATION PERIOD FOR HOURLY EMPLOYEES

29.1 Probationary Period: Each hourly employee shall serve a probationary period of two (2) calendar years. The employer may terminate the employee with or without cause during this time. The employee shall have no right to grieve or appeal such termination.

29.1 (Effective June 16, 2020) Probationary Period: Each hourly employee shall serve a probationary period of one (1) basic work year between August 20 - June 15. For hourly employees hired on June 16 through

November 30, the employee shall serve a probationary period ending the following June 30 of the first year of employment. For hourly employees hired on December 1 through June 15, the employee shall serve a probationary period ending on June 30 of the second year of employment. The employer may terminate the employee with or without cause during this time. The employee shall have no right to grieve or appeal such termination.

29.2 Completion of Probationary Period: Employees who complete the probationary period shall be classified as permanent employees. Each hourly employee who has completed the probationary period may be discharged or disciplined only for just cause by the School Board subject to the grievance provisions of the contract.

SECTION 30 PUBLICATION OF THE CONTRACT

Copies of the Contract between the School Board and Federation shall be printed for all new bargaining unit members, as well as for those who request one. These copies shall be printed at the expense of the School Board within thirty (30) days after the Contract is signed, and displayed electronically through the School District web site. In addition, the School Board shall furnish thirty (30) printed copies of the Contract to the Federation.

SECTION 31 STAFF DEVELOPMENT

31.1 Purpose: The purpose of staff development is to provide each employee with a personal/professional growth program that includes the allocation of resources and staff support necessary to develop and maintain the skills needed to meet the diverse and changing needs of the learners.

31.2 Committee Structure: A program level Staff Development Committee shall be formed for each of the program areas (the instructional service coordination areas aligned with the School District Strategic Plan.) There are approximately nine service coordination areas. The Committee shall include the administrator responsible for the service coordination area and three to five staff volunteers selected by the program staff on an annual basis.

31.3 Site-based Professional Development: Site-based professional development planning is part of the School Improvement Plan (SIP) process. SIP's are created by School Improvement Leadership Teams (SILT's). SILT's have a majority of Local 2209 members. Decisions of these Teams in this Section with regard to the distribution of dollars are not grievable.

31.4 Reorganization: In the event the School District reorganizes and the Service Coordination areas are significantly altered, the School District and Local 2209 shall Meet and Confer to develop and implement an alternative Staff Development Committee structure.

SECTION 32

PEER ASSISTANCE AND REVIEW/MENTORING

32.1 Minnesota Statute: MS 122A.40, Subdivisions 6 and 8 provide that a School Board and an exclusive representative of the licensed staff shall develop a peer review process for probationary and continuing contract licensed staff through joint agreement.

32.2 Purpose and Philosophy: The primary mission and goal of the School Board is to educate students. The purpose of peer assistance and review/mentoring is to improve instruction to students by providing additional opportunities for growth of the staff. Teachers and other staff have a professional right and responsibility to each other for promotion of professional growth of the staff. Participation in the peer assistance program is voluntary for both the probationary and continuing contract staff person.

32.3 Scope: The peer assistance and review/mentoring process set forth herein shall be applicable to both continuing contract and probationary staff. The process of peer assistance and review/mentoring for probationary and tenured staff shall be formative only and shall not be summative. A formative process involves professional development only and does not include evaluations or judgments. A summative process involves making evaluations and judgments regarding competency and overall job performance to be used in making various employment related decisions including, but not limited to, decisions regarding tenure, discipline, discharge, termination and assignment. Summative evaluations and employment related decisions shall remain with the authority and discretion of the School Board and administration, subject to applicable laws, regulations, School Board policies and collective bargaining units.

32.4 Peer Mentoring: Each new employee shall be assigned a peer mentor. The peer mentor shall have a similar work assignment whenever possible. Peer mentors who have successfully completed a School District training program and year-long assignment as a mentor shall receive a \$300 stipend for each assigned mentee. No mentor shall be assigned more than three (3) mentees per school year. Mentors who do not complete the yearlong assignment shall receive a pro rata portion of the stipend.

32.5 Peer Assistance Costs: Peer assistance represents a professional activity for which direct payment for time and effort expended is not appropriate. Where peer assistance activity necessitates out-of-classroom time or other indirect costs, that cost shall come from existing staff development budgets. Tenured employees may request peer assistance at any time. A peer shall be assigned to serve in a consultative capacity for the purpose and length of time agreed upon by both parties.

32.6 Survey of Staff: Local 2209 shall annually survey staff regarding their willingness to participate in the Peer Assistance and Review/Mentoring Program. The survey shall include listing the kinds of assistance experienced staff are willing to offer to their peers. Information from the survey shall be used when pairing peer mentors and peer assistants.

32.7 Continuing Education: Participants in the Peer Assistance Program may apply for continuing education clock hours for the time spent in the Peer Assistance and Review/Mentoring Program.

SECTION 33
403(b) MATCHING CONTRIBUTION PLAN

33.1 Description: The School Board's 403(b) Matching Contribution Plan is designed to provide employees with an annual tax deferred monetary benefit. The School Board provides a matching contribution to the employee's 403(b) Plan according to eligibility as specified in this Section 35 to be effective July 1, 2000. Employees may defer additional amounts of their income up to the maximum contribution allowed by statute to the 403(b) Matching Contribution Plan or to other eligible TSA plans, which are permissible by law and approved by the School Board.

33.2 Eligibility: Employees who are working .8 FTE or greater (derived either on an hours per week or days per year basis) may participate with the School Board match contributions prorated according to FTE.

33.3 Enrollment: An employee must complete an application form when the employee: 1) first enrolls; 2) first becomes eligible to receive a School Board matching amount; and/or 3) makes a change in contribution amount and/or carrier.

33.4 Providers: Employees may choose from one of the providers jointly agreed upon between the Federation and the School Board. For the term of this contract, those providers shall be any provider with more than eight accounts with the School Board.

33.5 Matching Contributions: The School Board shall match eligible employees' annual contributions up to the match limit shown in the following table. Years of active service must be completed on or before November 1.

Years of Active Service	Matching Maximum Contribution
1 - 2	\$200
3 - 9	\$1000
10 +	\$2000

Matching Contributions are paid only to employees who are working .8 FTE or greater (derived either on an hours per week or days per year basis) and meet their years of active service, as indicated above, since their initial employment date as a regular hire. If an employee separates from the District, the matching contribution eligibility date will be based on their rehire date. An employee is not actively employed if they take an unpaid leave of absence for one (1) contract year. A year of active service is when an employee performs duties for one semester or 91 or more duty days (whichever is less) in any school year.

An employee must complete an application form when the employee: 1) first enrolls; 2) first becomes eligible to receive a School Board matching amount; and/or 3) makes a change in contribution amount and/or carrier.

Salaried Staff Maximum School Board Cumulative Contribution: \$35,000

Hourly Staff Maximum School Board Cumulative Contribution: \$35,000

33.6 Amount Contributed: The School Board shall contribute annually an amount equal to the amount contributed by the employee up to the match limit specified in Section 33.5. This amount shall not exceed the amount outlined in Section 33.5 nor shall it exceed the amount that can legally be contributed.

Employees hired on or after July 1, 2000, shall not be eligible for the Retirement Incentive but shall instead be eligible only for the School Board's 403(b) Matching Contribution Plan.

SECTION 34 DURATION

34.1 Term and Reopening Negotiations: This Contract shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the PELRA of 1971, as amended.

34.2 Effect: This Contract constitutes the full and complete contract between the School Board and the exclusive representative representing the Federation employees of the School Board. The provisions herein relating to terms and conditions of employment supersede any and all prior agreement, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

34.3 Finality: Any matter relating to the current contract term, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract except where mutually agreed. It is mutually agreed that Appendix One may be changed or modified during the period of this Contract if mutually agreed upon.

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

**SCHEDULE A
INSTRUCTORS**

2019 - 2020

Sem Cr.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PHD
Step										
1	40,071	41,351	42,417	43,587	47,613	49,377	50,790	52,207	53,622	55,108
2	41,235	43,305	44,426	47,759	50,738	52,191	53,652	55,112	56,576	58,060
3	42,825	45,333	46,896	50,803	53,989	55,435	56,884	58,332	59,781	61,014
4	44,093	47,983	49,593	53,540	56,756	58,217	59,680	61,143	62,607	63,967
5	45,403	49,091	50,702	54,649	59,041	59,817	61,555	63,302	65,055	66,920
6	47,240	50,636	52,262	56,246	61,811	63,456	65,094	66,740	68,386	69,873
7	48,539	52,015	53,954	57,614	64,582	66,270	67,955	69,647	71,338	72,824
8	50,365	54,404	56,118	60,355	67,352	69,087	70,816	72,553	74,291	75,778
9	52,564	56,650	58,496	63,039	70,564	72,383	74,197	76,019	77,841	79,381
10	54,764	58,894	60,872	65,721	73,773	75,678	77,575	79,485	81,392	82,984
11	56,150	60,280	62,259	67,108	75,159	77,064	78,962	80,871	82,778	84,371

2020 - 2021

Sem Cr.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PHD
Step										
2	42,290	44,412	45,562	48,980	52,036	53,526	55,024	56,521	58,023	59,544
3	43,921	46,492	48,095	52,102	55,370	56,853	58,338	59,823	61,310	62,574
4	45,221	49,210	50,862	54,909	58,207	59,706	61,207	62,707	64,208	65,602
5	46,564	50,347	51,998	56,046	60,551	61,347	63,129	64,921	66,718	68,631
6	48,448	51,931	53,599	57,684	63,392	65,079	66,759	68,446	70,135	71,659
7	49,780	53,345	55,334	59,087	66,234	67,965	69,693	71,428	73,162	74,687
8	51,653	55,795	57,553	61,899	69,075	70,854	72,627	74,408	76,191	77,716
9	53,908	58,098	59,992	64,651	72,368	74,234	76,094	77,963	79,832	81,411
10	56,165	60,400	62,429	67,402	75,660	77,614	79,559	81,518	83,474	85,106
11	57,586	61,822	63,851	68,824	77,081	79,035	80,981	82,939	84,894	86,528

**SCHEDULE B
VOCATIONAL INSTRUCTORS**

Step	2019 - 2020
1	44,110
2	47,994
3	51,877
4	54,096
5	56,316
6	59,090
7	62,730
8	65,391
9	68,520
10	71,946
11	75,374
12	76,760

Step	2020 - 2021
1	45,238
2	49,221
3	53,203
4	55,480
5	57,756
6	60,601
7	64,335
8	67,063
9	70,272
10	73,786
11	77,301
12	78,723

**SCHEDULE C
EDUCATION ASSISTANTS
2019-2020**

Step	Hourly	15 Qtr Credits	30 Qtr Credits	90 Qtr Credits	BA	BA +10 Sem.	BA +20 Sem.
2	16.62	16.84	17.10	17.36	17.66	18.19	18.72
3	16.92	17.15	17.36	17.66	17.93	18.46	18.99
4	17.47	17.71	17.93	18.24	18.50	19.03	19.56
5	18.34	18.55	18.80	19.07	19.38	19.91	20.43
6	19.24	19.47	19.71	20.00	20.33	20.86	21.39
7	19.70	19.94	20.20	20.50	20.82	21.35	21.88
8	20.57	20.83	21.07	21.41	21.74	22.27	22.79
9	21.57	21.84	22.08	22.42	22.73	23.26	23.79
10	22.63	22.90	23.14	23.48	23.79	24.32	24.85

2020 - 2021

Step	Hourly	15 Qtr Credits	30 Qtr Credits	90 Qtr Credits	BA	BA +10 Sem.	BA +20 Sem.
2	17.14	17.37	17.63	17.90	18.21	18.75	19.30
3	17.45	17.68	17.90	18.21	18.49	19.04	19.58
4	18.01	18.26	18.49	18.80	19.08	19.62	20.17
5	18.91	19.13	19.38	19.67	19.99	20.53	21.07
6	19.83	20.08	20.32	20.62	20.97	21.51	22.06
7	20.31	20.56	20.83	21.14	21.46	22.02	22.56
8	21.21	21.47	21.72	22.08	22.41	22.96	23.49
9	22.24	22.51	22.77	23.12	23.43	23.98	24.52
10	23.34	23.62	23.87	24.21	24.53	25.07	25.62

**SCHEDULE D
INTERPRETERS**

2019 – 2020

Step	Hourly Certification AA+Certification (Grandfathered No BA-Certified)	Certified + BA
2	23.40	24.40
3	23.90	24.90
4	24.40	25.40
5	24.90	25.90
6	25.40	26.40
7	25.90	26.90
8	26.40	27.40
9	26.90	27.90
10	27.40	28.40

2020 - 2021

Step	Hourly Certification AA+Certification (Grandfathered No BA-Certified)	Certified + BA
2	24.13	25.16
3	24.65	25.68
4	25.16	26.19
5	25.68	26.71
6	26.19	27.22
7	26.71	27.74
8	27.22	28.25
9	27.74	28.77
10	28.25	29.29

SCHEDULE E
PARENT CHILD SPECIALISTS (HOURLY)

Step	2019 – 2020
1	16.73
2	19.01
3	19.21
4	19.38
5	19.95
6	20.93
7	21.45
8	22.40
9	23.40
10	24.46

Step	2020 - 2021
1	17.25
2	19.60
3	19.80
4	19.98
5	20.57
6	21.58
7	22.12
8	23.10
9	24.13
10	25.22

**SCHEDULE F
STUDENT SAFETY COACHES**

2019 – 2020

Step	Hourly	15 Qtr Credits	30 Qtr Credits	90 Qtr Credits	BA	BA +10 Sem.	BA +20 Sem.
1	24.05	24.56	25.08	25.60	26.12	26.38	26.63
2	24.56	25.08	25.60	26.12	26.64	27.16	27.68
3	25.08	25.60	26.12	26.64	27.16	27.68	28.20
4	25.60	26.12	26.63	27.27	27.68	28.20	28.71
5	26.12	26.64	27.16	27.60	28.20	28.71	29.23
6	26.64	27.16	27.68	28.20	28.71	29.23	29.75
7	27.16	27.68	28.20	28.71	29.23	29.75	30.27
8	27.68	28.20	28.71	29.23	29.75	30.27	30.79
9	28.20	28.71	29.23	29.75	30.45	30.79	31.31
10	29.23	29.75	30.27	30.79	31.31	31.83	32.35
11	30.95	31.31	31.83	32.35	32.86	33.38	33.90

2020 - 2021

Step	Hourly	15 Qtr Credits	30 Qtr Credits	90 Qtr Credits	BA	BA +10 Sem.	BA +20 Sem.
1	24.53	25.05	25.58	26.11	26.64	26.90	27.16
2	25.05	25.58	26.11	26.64	27.18	27.71	28.24
3	25.58	26.11	26.64	27.18	27.71	28.24	28.77
4	26.11	26.64	27.16	27.82	28.24	28.77	29.29
5	26.64	27.18	27.71	28.15	28.77	29.29	29.82
6	27.18	27.71	28.24	28.77	29.29	29.82	30.35
7	27.71	28.24	28.77	29.29	29.82	30.35	30.88
8	28.24	28.77	29.29	29.82	30.35	30.88	31.41
9	28.77	29.29	29.82	30.35	31.06	31.41	31.94
10	29.82	30.35	30.88	31.41	31.94	32.47	33.00
11	31.57	31.94	32.47	33.00	33.52	34.05	34.58

**SCHEDULE G
ADDITIONAL STIPENDS**

2019 - 2021 Contract

Yearbooks \$ 1,100/Facility

Licensed employees who hold a current national or state certification are eligible to receive an annual stipend of \$1,000. To qualify for the stipend the licensed employee must complete National Board Certification or hold a certificate of clinical competence from a national board such as:

- ACVREP (Academy for Certification of Vision Rehabilitation & Education Professionals)
- American Board of Audiology
- AOTA (American Occupational Therapy Association) Pediatric or School-Based Specialty
- APTA (American Physical Therapy Association) Pediatric Specialty
- ASHA (American Speech-Language-Hearing Association)
- Assistive Technology Professional Certification
- BCBA (Board Certified Behavior Analyst)
- Certificate of Clinical Competence
- LPCC (Licensed Professional Clinical Counselor)
- NASP (National Association of School Psychologists)
- Nationally Certified School Psychologist
- NBCSN (National Board for Certification of School Nurses)
- National School Nurse Certification
- RESNA (Rehabilitation Engineering and Assistive Technology Society of North America)
- NBCT (National Board Certified Teachers/National Board for Professional Teaching Standards)

In addition, those Social Workers holding state licensure, LICSW (Licensed Independent Clinical Social Worker) are eligible.

Annual stipend shall be prorated for those employees working less than 1.0 FTE.

Employees who complete their certification after the beginning of the school year shall receive such stipend on a pro rata basis.

Education Assistants who hold a Paraprofessional Credential from the Professional Educator Licensing Standards Board (PELSB) shall receive an annual stipend of \$200.

Behavior Interventionist: Employees who are in an Education Assistant-Behavior Interventionist position will be paid an additional stipend of \$100 per pay period for 19 pay periods, totally \$1900 annually.

LPN or RN: Non-licensed employees who are in a position for which they are required to hold a current Minnesota Certification as a Licensed Practical Nurse (LPN) or Registered Nurse (RN) from the Minnesota Board of Nursing will receive an annual stipend of \$1,000.

**SCHEDULE H
CAREER STIPEND**

2019-2020 Contract Year

Employee Classification	Employed on or Before	Years of Active Service	Stipend
Instructor	September 15, 2014	5	\$1,000
	September 15, 2009	10	\$2,000
	September 15, 2004	15	\$3,750
	September 15, 1999	20	\$5,500
	September 15, 1994	25	\$6,000
	September 15, 1989	30	\$7,000
Hourly	September 15, 2014	5	\$.55/hr.
	September 15, 2009	10	\$1.10/hr.
	September 15, 2004	15	\$1.70/hr.
	September 15, 1999	20	\$2.25/hr.
	September 15, 1994	25	\$2.60/hr.
	September 15, 1989	30	\$3.15/hr.

2020-2021 Contract Year

Employee Classification	Employed on or Before	Years of Active Service	Stipend
Instructor	September 15, 2015	5	\$1,000
	September 15, 2010	10	\$2,000
	September 15, 2005	15	\$3,750
	September 15, 2000	20	\$5,500
	September 15, 1995	25	\$6,000
	September 15, 1990	30	\$7,000
Hourly	September 15, 2015	5	\$.55/hr.
	September 15, 2010	10	\$1.10/hr.
	September 15, 2005	15	\$1.70/hr.
	September 15, 2000	20	\$2.25/hr.
	September 15, 1995	25	\$2.60/hr.
	September 15, 1990	30	\$3.15/hr.

Career Stipends are paid only to employees who are currently actively employed full-time (.8 FTE or greater) and meet their years of active service, as indicated above since their initial employment date as a regular hire. If an employee separates from the District, the career stipend employment date will be based on their rehire date. An employee is not actively employed if they take an unpaid leave of absence for one (1) contract year. A year of active service is when an employee performs duties for one semester or 91 or more duty days (whichever is less) in any school year. Career Stipends are included in the calculation of extended time pay.

A newly hired employee who has completed at least three consecutive years of experience in Minnesota in a single district, will be credited with three (3) years of active service under Schedule H.

APPENDIX ONE

Listing of Bargaining Unit Positions

Salaried - Licensed/Certified

Licensed by the Professional Educator Licensing and Standards Board (PELSB)

Licensed School Counselor

Licensed School Nurse

Licensed School Psychologist

Licensed School Social Worker

Licensed Speech and Language Pathologist

- Augmentative Communications Consultant

Licensed Teacher – General Education

- Program Facilitator

Licensed Teacher - Special Education

- Autism Specialist
- Program Facilitator

Vocational Evaluator

Vocational Instructor

Academy for Certification of Vision Rehabilitation and Education Professionals,

ACVREP

Orientation and Mobility Specialist

Licensed by the Board of Psychology

Clinical Psychologist

Licensed by the Minnesota Department of Health

Educational Audiologist

Occupational Therapist

Physical Therapist

Certified by the Behavior Analyst Certification Board

Behavior Intervention Specialist

Hourly - Not Licensed/Interpreters

Certified by the Registry of Interpreters for the Deaf, RID

Interpreter

Not Licensed

Education Assistant

Parent Child Specialist

Behavior Interventionist

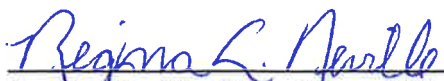
Student Safety Coaches

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AS FOLLOWS:

EDUCATION MINNESOTA, LOCAL 2209

INTERMEDIATE DISTRICT 287


James Schmidtke, 2209 President


Regina Neville, School Board Chair


Arzella Howard, 2209 Member Secretary


Crystal Brakke, School Board Clerk


Susan Stradtman, 2209 Chief Negotiator


Michelle Axell, Chief Negotiator



Cindy Brose, 2209 Negotiator


Anne C. Becker, Negotiator



Jason Michalicek, 2209 Negotiator


Greg Beeck, District Negotiator


Mary Semmer, 2209 Negotiator


Christina Houck, District Negotiator


Jessica Wolterstorff-Weber, 2209 Negotiator


Benjamin Magras, District Negotiator

Dated this 21st day of November, 2019

Dated this 14th day of November, 2019

MEMORANDUM OF UNDERSTANDING

Alternative Pathways: Microcredentials

This Memorandum of Understanding (MOU) is entered into between Education Minnesota Local 2209 (Local 2209) and Intermediate District 287 (District).

WHEREAS, a joint labor-management committee was established for the 2017-2018 and 2018-2019 school years to develop a process for implementing microcredentials;

WHEREAS, the first microcredential, "Children's Mental Health", was launched on December 6, 2018 to staff because of requests for growth, knowledge, and resources around this topic.

WHEREAS, the second microcredential is in its development stages to be ready for launch fall 2019;

WHEREAS, the parties agree that microcredentials are a way to recognize and compensate employee growth and expertise in areas which support the District's mission and Strategic Plan.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. Microcredentials are an alternative pathway framework to recognize and compensate employee growth and expertise in areas which support the District's mission and Strategic Plan.
2. The process developed by the joint labor-management committee; which answered the charge outlined below; will be effective for the 2019-2020 and 2020-2021 school year.
 - o Approval of the microcredentials;
 - o Who leads this work moving forward;
 - o Who tracks the microcredentials; and
 - o The compensation for development and review of microcredentials as well as the amount of pay/stipend for completing a microcredential.
3. The negotiators for the 2019-2021 contract have set aside funding for the development and review of, and compensation for completing, microcredentials.

DISTRICT: Michelle Axel Date: 9/12/19
LOCAL 2209: Summit Strath Date: 9/12/19

**Memorandum of Understanding between
Education Minnesota Local 2209
and Intermediate District 287
re: ASL Interpreter Outside of the Work Day**

This Memorandum of Understanding (MOU) is between Education Minnesota Local 2209 and Intermediate District 287, and is effective July 1, 2019 -June 30, 2021. The MOU is intended to recognize when there is a need in a Member District for an ASL Interpreter outside of the work day, either for a parent or student, the member districts will request a District 287 Interpreter to fill this need. We value our working relationship and want the Member Districts to fill this need with a District 287 Interpreter instead of contracting with an interpreting agency.

Payment Structure and Mileage Documentation:

1. A two (2) hour minimum for ISD 287 interpreters that are completing these co-curricular activities when the assignment is outside of the standard work day starting one (1) hour outside of their work day or on weekends. The interpreter shall be paid their regular hourly wage.
2. When an interpreter accepts a co-curricular assignment and it starts less than one (1) hour outside of their work day, the interpreter shall be paid their regular hourly wage in fifteen (15) minute increments with a one (1) hour minimum.
3. When an interpreter accepts a co-curricular assignment and it starts less than one (1) hour outside their work day, the interpreter may document mileage to the job site.
4. When an interpreter accepts a co-curricular assignment and it is not contiguous with the standard work day or on weekends, the interpreter may document mileage to the job site.
5. When an interpreter accepts a co-curricular assignment and it is not contiguous with the standard work day or on weekends, if the assignment is cancelled less than twenty-four (24) hours prior to the event (defined as voice/email/text message to the interpreter less than twenty-four (24) hours prior to the event) or an interpreter waits thirty (30) minutes and the student/client does not show, the minimum two (2) hours will be paid.
6. When an interpreter accepts a co-curricular assignment and it is contiguous with the standard work day, if the assignment is cancelled less than twenty-four (24) hours prior to the event (defined as voice/email/text message to the interpreter less than twenty-four (24) hours prior to the event) or an interpreter waits thirty (30) minutes and the student/client does not show, the interpreter will be paid the original agreed amount of the assignment.

District: Michelle Axell

Date: Aug 14, 2019

Local 2209: Susan H. Strot

Date: 14 Aug 2019

MEMORANDUM OF UNDERSTANDING
between
EDUCATION MINNESOTA LOCAL 2209
and
INTERMEDIATE SCHOOL DISTRICT #287
Regarding Classroom Moves

WHEREAS, Intermediate District 287 (District) and Education Minnesota Local 2209 (Union) have entered into a Master Agreement for the period of July 1, 2019 through June 30, 2021, which governs the terms and conditions of employment, including the Work Year for employees (Section 4); and

WHEREAS, there is a need to move classrooms due to program location changes either within the same or a different site;

WHEREAS, the District and the Union would like to make the moves as efficient and successful as possible;

THEREFORE, the parties agree to the following:

1. Whenever possible, if Union employees are expected to assist in the moving process, the moving of classrooms or office space will happen during the employees' contracted work hours.
2. When Union employees are assigned to move their classrooms or office space during a student contact day, they will not be expected to simultaneously provide services to students. Substitute educators/adequate supervision at other activities will be provided by the District so that the employees assigned to move can be freed to accomplish those duties as necessary.
3. When moving needs to happen outside of contracted work hours, the scheduling of times to move will be made by mutual agreement of the district and the Union's elected representatives; in consultation with the Union employees involved in the move.
4. Union employees who agree to move outside of their contracted work hours will be compensated at their normal hourly rate of pay for their time spent moving. The employees will fill out a time card for the time outside of their contracted work hours that they worked.

5. The moving of large and/or heavy (20 pounds or more) items, outside of the normal expectations of the Union employees' work assignments, will be the sole responsibility of District 287 custodial staff or a third party hired by District 287, such as a moving company. Any injuries caused to a union employee as a result of moving items will be covered under the District's Worker's Compensation Insurance.

6. This MOU is retroactive to the start of the 2017-18 school year. All Union employees who have been or will be involved in moving duties during the 2019-2020 and 2020-2021 school year will be given time to move during their contracted work hours or be compensated as stated above.

District Michelle Avel Date 9/12/19

Local 2209 Summit PS Staff Date 9/12/19

MEMORANDUM OF UNDERSTANDING

Licensed Staff Basic Work Year

This Memorandum of Understanding (MOU) is between Education Minnesota Local 2209 and Intermediate District 287, and is effective July 1, 2020 through the end of the 2020-2021 school year. The MOU is intended to identify the duties associated with one (1) eight (8) hour work day (pro-rated as appropriate) from 183 days to 184 days for licensed staff added to Section 4.1, Basic Work Year, effective July 1, 2020. The basic work year was extended by one (1) eight (8) hour work day (pro-rated as appropriate) with the intention of allocating hours for licensed staff to be present at certain District-sponsored events that take place outside of the standard work day.

This Memorandum of Understanding (MOU) also clarifies the district role in communicating staff development days which only licensed staff are required to attend.

Agreements:

- This MOU applies to the required participation of Local 2209 licensed staff in up to eight (8) hours of District-sponsored events after the standard work day. These events may include; but are not limited to; Open House, Curriculum Night; AVID Family Night, Family/Teacher Conferences, and Graduation ceremonies. Other District-sponsored events may be included in this MOU if agreed to by both Intermediate District 287 and Education Minnesota Local 2209. If there are additional events agreed to by Intermediate District 287 and Education Minnesota Local 2209 a new MOU will be created which reflects the additional events.
- The required events for licensed staff will be communicated to Local 2209 licensed staff by August 1 for the school year.
 - The approved and published school year calendar will indicate staff development days required for licensed staff.
- Any issues that arise will be resolved by Intermediate District 287 and Education Minnesota Local 2209.

INTERMEDIATE DISTRICT 287

By Michelle Axell
Michelle Axell
Director of Human Resources

Date: July 10, 2019

EDUCATION MINNESOTA LOCAL 2209

By Susan Stradtman
Susan Stradtman
Local 2209 Chief Negotiator

Date: 10 July 2019

MEMORANDUM OF UNDERSTANDING

between

EDUCATION MINNESOTA LOCAL 2209

and

INTERMEDIATE DISTRICT #287

LOSS OF PREP TIME

WHEREAS, Intermediate District 287 (District) and Education Minnesota Local 2209 (Union) have entered into a Master Contract for the period of July 1, 2019 through June 30, 2021, which governs terms and conditions of employment, including prep time, for Salaried Employees; and

WHEREAS, both parties value prep time and want to ensure that salaried employees get their prep time on a regular basis as required by the Master Contract;

WHEREAS, there are times when Salaried Employees do not receive their contractual allotment of prep time due to an explicit request from an administrator or his or her administrative support to provide coverage for another salaried employee or attend a PLC meeting; and

WHEREAS, the District and the Union would like to recognize that loss of prep time in those situations in which an administrator's or administrative support's explicit request, as described above, results in a loss of prep time;

THEREFORE, the parties agree to the following language:

3.2.1 Salaried Employees: Within the eight (8) hour work day there shall be no more than six (6) hours of student contact or 30 hours of student contact averaged throughout the work week. In addition, there shall be one (1) hour of daily prep time which may be split into two (2) segments or three hundred (300) minutes per five-day week, and a one-half (1/2) hour duty-free lunch. The remainder of the workday shall be for other professional activities. [Only this language will appear in the Master Contract.]

Whenever an administrator or his or her administrative support explicitly requests that a salaried employee provide coverage for another salaried employee or attend a PLC meeting during the first employee's prep time, the employee will receive an additional \$30 per hour for the missed prep time. In the case of PLC meetings, the employee must notify their supervisor prior to the first PLC meeting that will cause them to miss their prep time. If a salaried employee misses 15-30 minutes of prep time the payment shall be \$15; for 31-60 minutes of lost prep time, the salaried employee shall receive \$30. In order to qualify for additional pay for missed prep time, the employee must fill out the appropriate time card and will have the additional pay added onto his/her paycheck. Assignments for coverage of other salaried staff duties during prep time should be distributed equitably among salaried staff when possible.

District Michele Axel Date 9/12/19

Local 2209 Susan M. Grant Date 9/16/19

MEMORANDUM OF UNDERSTANDING
Additional Personal Leave Time or Trade Time in Exchange for
Local 2209 Staff Participation in Certain Activities

(replaces current Leave Time/Trade Time MOU)

This Memorandum of Understanding (MOU) is between Education Minnesota Local 2209 and Intermediate District 287, and is effective July 1, 2019 through the end of the 2019-2021 school year. The MOU is intended to resolve issues related to Local 2209 staff requests for additional leave time in exchange from their participation in certain District-sponsored events that take place outside of the standard work day.

Earning, Recording, and Use of Additional Personal Leave Time:

1. This MOU applies to Local 2209 staff participation in an Open House; Curriculum Night; AVID Family Night, Family/Teacher Conferences, Graduation ceremonies and/or one fundraiser event per school year which raises funds that directly benefit students and the school. Licensed staff may participate in those events outside the required participation in up to eight (8) hours of District-sponsored events after the standard work day as outlined in the MOU Licensed Staff Basic Work Year and are encouraged to do so by the parties. Other District-sponsored events may be included in this MOU if agreed to by both Intermediate District 287 and Education Minnesota Local 2209. If there are additional events agreed to by Intermediate District 287 and Education Minnesota Local 2209 a new MOU will be created which reflects the additional events.
2. The building principal, or her/his designee, makes a list of Local 2209 staff participants, their participation start and end times including a line for the staff participant's signature and supervisor signature at the designated activity. Local 2209 staff will adjust the start and/or end time if they arrive after the start of the activity or leave before its conclusion. Any issues that arise will be resolved by Intermediate District 287 and Education Minnesota Local 2209.
3. The list, as detailed above, of Local 2209 staff and their participation time will be provided to Intermediate District 287 and Education Minnesota Local 2209. If changes are made to the list after its submission, the changes shall be contained in an addendum to the original list and provided to both parties.
4. Human Resources will add each licensed staff person's participation time to his or her personal leave, with one exception - he or she will receive up to a total of two (2) hours to his or her personal leave for the one fundraiser event. The additional time will be updated on his or her leave balance on the payroll date following receipt of the agreed-upon list.
5. The additional hours, for licensed staff, will be treated the same as any other personal leave time; they are subject to the same five-day notice period, the hours do not expire, and they are converted to "regular" paid leave hours at the end of the school year.

Non-licensed staff may be asked to participate in certain District-sponsored events or fundraisers, as outlined above, that take place outside the standard work day. If asked, non licensed staff will be expected to engage in duties as agreed upon with the supervisor prior to the event. Non-licensed staff may receive up to four (4) hours per school year for said district sponsored events or fundraiser. Trade time will be used as defined in the Master Contract Sections 3 and 27. The date and time the trade time will be used must be mutually agreed upon before the event between the supervisor and non-licensed staff member.

INTERMEDIATE DISTRICT 287

EDUCATION MINNESOTA LOCAL 2209

By Michelle Axell

Michelle Axell
Director of Human Resources

Date: Aug 14, 2019

By Susan Stradtman

Susan Stradtman
Local 2209 Chief Negotiator

Date: 14 August 2019

Memorandum of Understanding Regarding Student Safety Coaches

WHEREAS, Intermediate District 287 (“District 287”) and Education Minnesota Local 2209 (“Local 2209”) have entered into a Master Contract which governs the terms and conditions of employment for particular licensed staff as specified in the Master Contract, Section 2, as well as Education Assistants, Interpreters, Parent Child Specialists and Tier 1 Licensed; and

WHEREAS, District 287 has established the job classification of Student Safety Coaches (SSCs) in the Unaffiliated Employees group which does not require a license but receives specialized training, including safety and security as well as advanced de-escalation techniques, which is not provided to any other job classification; and

WHEREAS, SSCs work alongside licensed and non-licensed Local 2209 staff in building relationships with students, providing support, and seeking to ensure staff and student safety when students are in crisis; and

WHEREAS, the duties of SSCs have evolved since the job classification was first established; and

WHEREAS, in light of the current responsibilities for the job classification, the parties believe that SSCs belong in the Local 2209 bargaining unit instead of the Unaffiliated Employees group and that it makes sense to add SSCs to the list of employees for whom Local 2209 is the exclusive representative, effective July 1, 2018;

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The SSC positions, of which there are currently eight (8), appropriately belong in the Local 2209 Bargaining Unit. The transition from Unaffiliated Employees to Local 2209 shall be effective July 1, 2018, at the start of the new contract year.
2. Of the eight (8) employees, four (4) are currently 261-day employees (includes 12 holidays): Michelle Thompson, Richard Hammonds, Theon Jarrett, and Donald West; and four (4) are employees with a work year of 196 days (includes 11 holidays): Mitch Cady, Shawn Cook, Willie Diaz, and Keith Dawson. The four (4) current SSCs who are 261-day employees will continue to be 261-day employees unless and until they choose to become 196-day employees.
3. Effective July 1, 2018, the terms and conditions of employment for the SSC job classification and the eight (8) employees shall be those of the Master Contract, except as otherwise specified below, and of any future Master Contracts, that exists between the parties.
4. All accrued and unused leave shall transfer. Vacation hours will transfer as vacation hours. Personal and sick leave hours will transfer as paid leave hours. All future leave accrual will follow the Master Contract, except as noted below.
5. SSCs shall receive two new uniform shirts per year, provided by the School District.
6. The SSCs shall have their own salary schedule and any salary increases for SSCs shall be negotiated as part of the Master Contract negotiations.

7. Effective January 1, 2018, as SSC positions become open, or when new SSC positions are posted, they shall be posted as positions within Local 2209, with work years between 183 minimum and 196 maximum days. The terms and conditions of all such positions shall be those of the Local 2209 contract in effect at the time of hire and as thereafter revised.
8. The SSC salary schedule (see Master Contract) for the 2018-19 school year shall be incorporated into the July 1, 2017 - June 30, 2019 Master Contract between the parties effective immediately. SSCs shall be paid in accordance with Schedule F of the Master Contract starting on July 1, 2018.
9. Seniority for employees not required to have a license/certificate, including all employees covered by this MOU, shall be based on their employment commencement date (in this case, as EAs). There shall be a separate seniority list for SSCs.
10. The SSC work day shall be eight (8) hours, including a one-half hour duty-free lunch.
11. The current SSCs listed above shall retain certain benefits as elaborated in the table below, attached as Exhibit A.

INTERMEDIATE DISTRICT 287

EDUCATION MINNESOTA LOCAL 2209

By Michelle Axell 10/28/19 By Susan Stradtman 10/28/19
Michelle Axell Susan Stradtman
Chief Negotiator Chief Negotiator

EXHIBIT A

Benefit	196 day employees [185 work days + 11 holidays]	261 day employees [249 work days + 12 holidays]
Holidays	<p>Eleven (11) holidays will be paid out at the end of each fiscal year, based on the time an SSC is actively working throughout the year.</p> <p>Retain floating holiday for those SSCs currently eligible.</p> <p>Holiday hours will be paid out on the 1st paycheck in July.</p>	<p>Twelve (12) holidays will be paid out at the end of each fiscal year, based on the time an SSC is actively working throughout the year.</p> <p>Retain floating holiday for those SSCs currently eligible.</p> <p>Holiday hours will be paid out on the 1st paycheck in July.</p>
Vacation	<p>Continued accrual of vacation hours at employee's accrual rate as of July 1, 2018. Accrual rate will be frozen at that level.</p> <p>No vacation hours may be used under this agreement. Vacation hours accrued by June 30 will be paid out on the 1st paycheck in July each year.</p>	<p>Continued accrual of vacation hours at employee's accrual rate as of July 1, 2018. Accrual rate will be frozen at that level.</p> <p>Vacation hours may be used when Local 2209 members do not work (i.e. during breaks and over the summer). Vacation usage is always subject to supervisor approval.</p>
403b	<p>Applicable for SSCs already enrolled in 403b matching contribution as of February 8, 2018.</p> <p>To retain benefit from Guide for Unaffiliated Employees, must be a greater benefit than the Master Contract July 1, 2017-June 30, 2019. (KD only)</p>	<p>Applicable for SSCs already enrolled in 403b matching contribution as of February 8, 2018.</p> <p>To retain benefit from Guide for Unaffiliated Employees, must be a greater benefit than the Master Contract July 1, 2017-June 30, 2019. (MT only)</p>
Career Increment/Stipend	<p>Based on hire date, none of the current 196-day SSCs qualify.</p>	<p>SSCs receive the greater benefit of the Master Contract or the Guide for Unaffiliated Employees. If YR2 increase (2018-2019) meets or exceeds their current Career Stipend</p>

		benefit, the benefit moves to the Local 2209 contract.
Group Insurance	Those SSCs on the Deductible Single Plan will be under the 2209 contract. SSCs on another plan will be grandfathered in at current Unaffiliated District contribution rates unless/until they change their plan election or the 2209 District contribution is greater.	Those SSCs on the Deductible Single Plan will be under the 2209 contract. SSCs on another plan will be grandfathered in at current Unaffiliated District contribution rates unless/until they change their plan election or the 2209 District contribution is greater.
Life Insurance	2209 Contract	2209 Contract
Incentive Leave	2209 Contract	2209 Contract
Retirement	Unaffiliated Guide	Unaffiliated Guide

