

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

**917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT PROFESSIONALS
EDUCATION MINNESOTA, LOCAL 7333**

Effective July 1, 2020, through June 30, 2022

Board Approved July 7, 2020

Table of Contents

Contents

ARTICLE I 3
PURPOSE 3
ARTICLE II 3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE 3
ARTICLE III 4
DEFINITIONS 4
ARTICLE IV 4
EMPLOYEE RIGHTS 4
ARTICLE V 5
SCHOOL DISTRICT RESPONSIBILITIES 5
ARTICLE VI 6
HOURS OF SERVICE – LENGTH OF SCHOOL YEAR 6
ARTICLE VII 7
BASIC SALARIES 7
ARTICLE VIII 8
GROUP INSURANCE 8
ARTICLE IX 13
LEAVES OF ABSENCE 13
ARTICLE X 20
PROBATIONARY PERIOD 20
ARTICLE XI 20
EMPLOYEE SUPERVISION 20
ARTICLE XII 23
SENIORITY, LAYOFF AND RECALL 23
ARTICLE XIII 24
STIPEND FOR LICENSE RENEWAL 24
ARTICLE XIV 25
GRIEVANCE PROCEDURE 25
ARTICLE XV 28
SEVERANCE/EARLY RETIREMENT 28
ARTICLE XVI 29
403b MATCHING CONTRIBUTION PLAN 29
ARTICLE XVII 30
DURATION 30
SALARY SCHEDULE 32
GRIEVANCE REPORT FORM 33

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all the health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. Exclusive Representative Leave Time

Subd. 1. When negotiating sessions are scheduled between the Union and the School District or with the state mediator during school hours, two members of the health associates' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When a health associate is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the health associate representation will be at the expense of the School District for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations. The District shall make the sole determination as to the disciplinary nature of the situation.

Subd. 3. At the beginning of each school year, the Union shall be credited with ten (10) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute health associate. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive

bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or his/her designee at least three (3) working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" shall mean the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses. Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and within their scope of practice defined by the Minnesota Nurse Practice Act. The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any health associate or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Health associates shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Health associates in an appropriate unit shall have the right by secret ballot to designate an exclusive

representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Use of Communications Facilities: The Union shall have the right to post notices of activities and matters of union concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 5. Release Time: The School District shall, upon written request by the Union, afford reasonable time off in accordance with Minnesota Stat. 179A.07, Subd. 6, without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. Additionally, a Union Representative attending a disciplinary meeting involving a member of the bargaining unit called by the School District shall be permitted to do so without loss of pay or benefits.

Section 6. Right to Dues Check Off: Each health associate shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice. Deductions shall be transmitted with a list of names of health associates whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

Section 7. Personnel Files: All evaluations and files generated with the School District relating to each health associate shall be available during regular school business hours upon written request. The health associate shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within. A health associate may grieve a written document placed in the health associate's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false or substantially inaccurate, such false or inaccurate statements shall be deleted from the health associate's file.

Section 8. Meet and Confer: Upon written request by the Union or the School District, the School District shall meet and confer with the Union on items not covered by this Agreement, pursuant to PELRA.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

Section 1. Management Responsibilities: The Union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide vocational and special educational opportunities for students of the School District and the State of Minnesota.

Section 2. Effect of Law, Rules and Regulations: The Union recognizes that all health associates covered by this Agreement shall perform the nonteaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all health associates covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE VI HOURS OF SERVICE – LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7-1/2) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include at least 15 minutes of indirect documentation time. The School District may employ such part-time health associates as it deems appropriate.

Subd. 1. Lunch Period: Health associates shall be provided an unpaid lunch of at least thirty (30) minutes. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for this time.

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours

per day shall receive a fifteen (15) minute paid break. The morning break shall begin no sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days.

Subd. 1. Medical Record Preparation Days: At the beginning of each school year, health associates shall be provided with two (2) additional regular working days of paid time, beyond student-contact days and the all-staff back-to-school event day, to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must not be a student contact day.

Section 3. Modifications in Calendar, Length of School Day: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

Section 4. Certain Absences: Health associates shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

Section 5. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, 2020, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, 2021, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1st of each year, eligible Health Associates will advance one step on the Salary Schedule in effect, with the exception of those employees subject to Section 3 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure. In the event a successor agreement is not entered into prior to July 1, 2022, a health associate shall remain at the same step as compensated during the

2021-2022 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

Subd. 4. Longevity: Effective July 1, 2020, health associates shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

Beginning 12 th year of continuous employment	\$2.25/hour
Beginning 15 th year of continuous employment	\$2.75/hour
Beginning 18 th year of continuous employment	\$3.75/hour
Beginning 21 st year of continuous employment	\$4.75/hour
Beginning 24 th year of continuous employment	\$5.75/hour

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

Section 2. Other Obligations: In the event a health associate is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation, etc., outside of the employee's regularly scheduled hours, the health associate shall be paid at his/her hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. New Employees: A new health associate shall be placed on the salary schedule as agreed between the employer and the health associate and shall be eligible for step advancement on the following July 1 if employed prior to January 1. A health associate hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new health associate shall be subject to all provisions of this Article.

Section 4. Absence of Regular Teacher: Health associates shall not be required or assigned to assume the responsibilities of a classroom teacher. In the absence of the regular classroom teacher, the School District shall arrange to have an appropriate, licensed teacher assigned to supervise the classroom. In such instances, health associates will continue to perform the duties as assigned or implied by the teacher in charge of the classroom.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2020 the School District shall contribute an amount not to exceed \$795 per month for each eligible employee employed by the

School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective, January 1, 2021, the total monthly contribution shall increase, but shall not exceed \$795 per month. Effective January 1, 2022, the total monthly contribution shall increase but shall not exceed \$795 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2020, the School District shall contribute an amount not to exceed \$1549 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2021, the total monthly contribution shall increase, but shall not exceed \$1600 per month. Effective January 1, 2022, the total monthly contribution shall increase, but shall not exceed \$1650 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings accounts ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2020, the total monthly contribution by the School District toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee, shall not exceed \$795 per month. Effective January 1, 2021, the total monthly contribution will increase but shall not exceed \$795 per month and January 1, 2022, the total monthly contribution will increase but shall not exceed \$795 per month.
- (b) The School District shall contribute toward the cost of the premium for each eligible employee employed by the School District who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan a monthly amount equal

to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

- (c) The School District shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the School District who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The School District shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the School District or via salary reduction, shall not be subject to restriction by the School District and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

- (b) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2020, the total monthly contribution by the School District toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1549 per month. Effective January 1, 2021, the total monthly contribution will increase but shall not exceed \$1600 per month and January 1, 2022, the total monthly contribution will increase but shall not exceed \$1650 per month.
- (c) The School District shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

- (d) The School District shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the School District who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The School District shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the School District or via salary reduction, shall not be subject to restriction by the School District and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage. If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the School District's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the School District's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute a sum not to exceed \$142 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The School District will pay each month 100 percent of the current premium for income protection insurance for each full-time health associate. The income protection plan shall include the following:

1. Benefits begin after ninety (90) calendar days of total disability.
2. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for an \$80,000 term life insurance policy for each full-time health associate. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier, provided the employee has requested such insurance in writing and the superintendent has acknowledged receipt of such request in writing.

Section 7. Duration of Insurance Contribution: A health associate is eligible for contributions as provided in this Article as long as he/she is a full-time employee of the School District. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for work-related disabled employees until long-term disability coverage becomes effective to a maximum of three (3) calendar months following the employee's last day of work.

Subd. 2. The School District shall continue its contribution to health and dental insurance costs for health associates who retire pursuant to Article XV of this Agreement for three (3) calendar months following the employee's last day of work.

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to health associates who work at least 1,110 hours per year and such benefits shall not apply to substitute health associates.

Section 9. Lay Off: An employee laid off and subsequently rehired without a break in service to the School District shall be reimbursed for insurance contributions during the summer provided the health associate has made such contributions to the School District plan.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All full-time health associates shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time health associates shall be given a credit of ten (10) sick days at the beginning of each school year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the health associate shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the health associate leaves the service of the School District.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. The School Board may require a health associate to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Failure to provide documentation upon request may result in denial of sick leave.

Subd. 4. In the event that a medical certificate will be required, the health associate will be so advised.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. A health associate who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Subd. 8. Health Associates who do not use sick leave for the first six (6) consecutive months in a school year shall be eligible for one additional personal leave day in the next year's contract. The additional personal leave day must be used in the next contract year. Additionally, health associates who do not use sick leave for a period of one (1) contract year shall receive a district contribution of two-hundred dollars (\$200) in their name to the State of Minnesota Post-Retirement Health Care Savings Plan.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: A health associate who is unable to work because of a personal illness or disability may, upon written request to human resources

per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The health associate's accrued paid leave must be exhausted before the health associate transitions to an unpaid personal medical leave of absence.

Maternity Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the health associate's physician. The end of a personal physical disability absence for childbirth shall also be determined by the health associate's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible health associates are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, health associates must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the health associate's accrued paid leave must be exhausted before the health associate transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: A health associate must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The health associate shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: A health associate on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

- a) If the health associate is returning from a personal medical leave of absence, the health associate must also provide medical verification from a qualified healthcare provider of the health associate's release from medical restrictions allowing them to return to full capacity at work.

The health associate may provide medical verification from a qualified healthcare provider of the health associate's work restrictions due to the health associate's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

- b) Upon return from a medical leave, the health associate shall be returned to the former position held from which the health associate was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the health associate's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the health associate is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 3. Parental Leave

Subd. 1. A health associate shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the health associate is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: A health associate shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, a health associate on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, a health associate on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in July of the next fiscal year by April 1 of the leave fiscal year.

Upon return from a parental leave, the health associate shall be returned to the former position held from which the health associate was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the health associate's return would interfere with student achievement.

Subd. 4. Failure of the health associate to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the health associate is on parental leave may extend the health associate's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the health associate to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: A health associate subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. A health associate subpoenaed in cases

unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the teacher to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. A health associate shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the health associate to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the health associate's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the health associate will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. A health associate on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, a health associate on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: A health associate on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the health associate shall pay the full insurance premium (School District and employee contributions) for any month in which the health associate does not work at least one (1) day.

Subd. 3. Payment: The health associate is responsible for paying the School District business office the monthly amounts due for any insurance programs the health associate

wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the health associate may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits:

Subd. 1. Health Associates on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the health associate's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the health associate is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the health associate is on unpaid leave.

Subd. 2. Health Associates on General Leaves: A health associate on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the health associate went on leave for use upon the health associate's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Failure to Return to Work from a Leave of Absence: Failure of the health associate to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

Section 9. Death and Illness:

Subd. 1. A health associate may be granted up to five (5) days absence with pay due to the death of the health associate's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law or daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the health associate's grandparent, brother-in-law or sister-in-law or significant person of the immediate household. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the Superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure.

Section 10. Personal Leave.

Subd. 1. Eligibility. Health associates in their first year of employment may deduct one day from sick leave. Health associates who have completed their first year of employment will receive personal leave days per the following schedule:

Years 2, 3, and 4 of continuous employment	2 days
Years 5, 6, 7, 8, and 9 of continuous employment	3 days
Years 10 of continuous employment and beyond	4 days

Personal leave shall be allowed to accumulate to a total of five (5) days.

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

- a) Health associates in their first year of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations. Such days will be deducted from accumulated sick leave.
- b) A health associate may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the Superintendent or his/her designee, to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

- a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.
- b) Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.

Subd. 3. At the beginning of each contract year, health associates will be credited with the number of days of personal leave specified in subdivision one (1) herein. Those health associates who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of one hundred twenty-five (\$125) for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part-time health associates as defined in

Section 11 of this Article IX shall be paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full-time.

Subd. 4 Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the health associate shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full workday(s).

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: A health associate shall serve a probationary period of two (2) calendar years of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such health associate. In the event the School District discharges a probationary health associate at the end of a school year, and rehires the health associate the following year, the health associate's employment with the School District shall consider that time as continuous employment.

Section 2. Completion of Probationary Period: A health associate who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the School District subject to the grievance procedure.

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious infraction of the contract, district policies, rules or directives of superiors, the School District may, in its discretion, attempt to improve health associate's performance and/or correct health associate's by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the health associate's performance up to the standards and expectations of the School District. Should the employee fail to raise his/her level of performance to the School District's expectations, or the behavior issues continue, the School District may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All health associates improvement plans will be placed in the health associate's personnel file along with any notations as to the health associate's progress in improving performance.

Section 2. Employee Discipline

Subd. 1. Employee discipline is the School District's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the health associate's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The School District shall render disciplinary measures only for just cause and shall ensure that health associate rights to "due process" are protected.

Subd. 2. Oral or Written Reprimands. The School District shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The School District may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

- a) Oral Reprimand. Oral reprimands may be issued to health associates in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this Agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the School District for more serious misconduct or when oral warnings have not corrected the health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in writing to written reprimands and such responses shall be placed in the health associate's personnel file. Written reprimands are grievable under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the health associate's file.

Subd. 3. Suspension.

- a) A health associate may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, subd. 9(a) through (e) or Minn. Stat. Section 122A.40, subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, a health associate may be suspended without pay when other disciplinary measures have been

applied without sufficient positive result, or for other willful violations of District policies or directives.

- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The health associate shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the health associate of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) work days.

Subd. 4. Termination for Cause.

- a) A health associate who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
 - i. Inefficiency;
 - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - iii. Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
 - i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
 - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
 - iv. Gross inefficiency which the health associate has failed to correct after reasonable written notice;
 - v. Willful neglect of duty; or

- vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

Section 3. Health Associate Performance Evaluations. Health associates who have completed the probationary period shall be evaluated by the same criteria and process. In the event that a health associate has more than one supervisor (e.g., the head nurse and the Assistant Director of Special Education/Principal), the health associate's supervisors shall collaborate on a single performance evaluation document from the Assistant Director of Special Education/Principal assigned to supervise health associates.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the School District and with regard to students' needs.

Section 2. Seniority Date: For purposes of this article, a health associate's seniority date shall be the first date of paid and continuous employment with the School District. A health associate shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the first date of continuous service with the School District. If more than one health associate commences paid employment on the same date, seniority ranking shall be determined by years of nursing experience prior to employment with the School District as evidenced in the health associate's initial employment application.

Section 3. Loss of Seniority: A health associate shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off.

Section 4. Reduction of Work Force/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions. In the event the School District reduces health associate positions within the School District, such layoff shall occur in reverse seniority order.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, with a copy to the Union, on or before August 1 of each year, or as soon as the School District is aware of a change.

Subd. 2. The health associate(s) whose position(s) are affected by reductions shall have the right to replace the least senior health associate whose work assignment is commensurate with the health associate's skill and knowledge, as determined by the School District's Administration.

Section 5. Recall: Health associates shall be recalled in inverse order of seniority. Only health associates who have completed their probationary period are eligible for recall.

Subd. 1. Notice of Recall: Notice of recall shall be by certified mail to the address on record in the Human Resources office. Response to the notice of recall must be made in writing to the Human Resources office within fourteen (14) calendar days, excluding legal holidays, after receipt of such notice.

Subd. 2. Upon returning to a School District position, the health associate shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the health associates' seniority date. The list shall be provided to all members of the bargaining unit via e-mail.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be offered first to the most senior qualified applicant within the bargaining unit. Should the most senior qualified candidate decline the position, the position will be offered to the next qualified member on the seniority list. This process shall be repeated until all members of the bargaining unit have had the option to transfer into the vacant position. Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be e-mailed to all members of the bargaining unit.

Section 8. Transfers – Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the health associates of the bargaining unit as soon as practicable. If there are open health associate positions in the school district, a list shall be made available to all health associates being involuntarily transferred or reassigned. Such health associates may apply for positions, in order of preference, to which they desire to be transferred.

Subd. 2. Involuntary Transfer Decisions: Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when rotating or transferring staff. Health Associates being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

ARTICLE XIII STIPEND FOR LICENSE RENEWAL

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full-time (1110

hours of assignment) licensed practical nurses (LPNs) and \$600 to full-time (1110 hours of assignment) registered nurses (RNs). The payment shall be made in February of each school year.

Section 2. Part-time health associates whose assignment is at least 550 hours per year but less than 1110 hours during the schoolyear in which the contribution is made, shall receive a stipend in the amount of \$150.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a health associate(s) resulting in a dispute or disagreement between the health associate(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. More than one health associate may be on a single grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(s) or School District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. Failure to file any

grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the health associate(s) and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the health associate(s) shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If the grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. At its option, the School Board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) days after receipt of the Level II decision. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board.

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

Section 8. Arbitration Procedures: In the event that the health associate(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the School Board in

Section 6, or within twelve (12) days following notice that the School Board has elected not to review the matter.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the

terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment C). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee(s) shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Full-time health associates who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to health associates who retire after the execution of this contract and shall not be retroactive to any health associate who retired prior to said execution date.

Section 2. Amount of Severance: Eligible health associates, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 3. Method of Pay-out:

- a) Subject to the limitations listed below, the School District will contribute an amount equal to the value of the health associate's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the School District for the severance pay.
- b) The School District's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount

calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.

- c) The School District contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d) The School District will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor shall calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, a health associate must notify the School District not less than 90 calendar days prior to the proposed retirement date.

Section 5. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

**ARTICLE XVI
403b MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: To be eligible for contribution under this Article, a health associate must have completed one year of employment. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution, a health associate must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to health associates employed for a lesser time or substitute health associates.

Section 2. Contribution: The school district will match eligible health associate contributions up to a maximum as listed in the following schedule, according to year of continuous employment in the District.

<u>Year of Continuous Employment in District</u>	<u>Matching Contribution</u>
2-3	\$200
4-5	\$400
6-9	\$500
10-12	\$600
13-14	\$700
15+	\$1000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the health associate to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Health associates on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the health associate's matching contribution within the limitations of this Article.

Section 6. Approved Vendors:

VALIC (formerly AIG Retirement)
403(b) and Roth 403(b) only

Ameriprise Financial Services, Inc.
403(b) only

Educators Financial Services, Ins (ESI)
403(b) and Roth 403(b) only

AXA Equitable Life Assurance
403(b) and Roth 403(b) only

Fidelity Investments
403(b) only for Plan Nbr 67451

Voya Financial (formerly ING – Aetna Life Insurance)
403(b) only

Minnesota Deferred Comp. Plan
457 only

Horace Mann Life Insurance
403(b) only

Waddel & Reed
403(b) and Roth 403(b) only

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2020, through June 30, 2022, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1,

2022, it shall give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL 7333
EDUCATION MINNESOTA

INTERMEDIATE SCHOOL DISTRICT
917

Co-President

Chair

Co-President

Clerk

Education Minnesota

Dated: _____

Dated: _____

SALARY SCHEDULE

**HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule 2020-2021**

Step 1	22.16
Step 2	22.74
Step 3	23.33
Step 4	23.95
Step 5	24.58
Step 6	25.22
Step 7	25.87
Step 8	26.56
Step 9	27.25
Step 10	28.75
Step 11	29.49
Step 12	30.24

**HEALTH ASSOCIATES
SCHEDULE B
Salary Schedule 2021-2022**

Step 1	22.69
Step 2	23.29
Step 3	23.89
Step 4	24.53
Step 5	25.17
Step 6	25.84
Step 7	26.50
Step 8	27.21
Step 9	27.91
Step 10	29.42
Step 11	30.18
Step 12	30.95

ATTACHMENT C

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant