

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917
SPECIAL EDUCATION PROGRAM ASSISTANTS FEDERATION
LOCAL #4242 - AFT, NEA, EDUCATION MINNESOTA, AFL-CIO

Effective July 1, 2018, through June 30, 2020

Board Approved August 7, 2018

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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 District No. 917 Special Education Program Assistants' Federation, Local 4242 - AFT, NEA, Education Minnesota, AFL-CIO, (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 District 917 Special Education Program Assistants' Federation (hereinafter referred to as employees) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 Special Education Program Assistants' Federation Local #4242 - AFT, NEA, Education Minnesota, AFL-CIO as the exclusive representative of special education assistants 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 special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional two (2) union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members beyond four (4) may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee involved in an investigation 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 union representation will be on an as needed basis 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.

Subd. 3. At the beginning of each school year, Local #4242 shall be credited with 50 hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 4. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 5. In all cases, exclusive bargaining leave described in Subd. 3 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. Special Education Assistants: Special education assistants shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, 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 2. Assistant Assignment Descriptions:

Subd. 1. Program Assistant: Under the direction of licensed staff, a program assistant supports the daily functions of the assigned program and work site. The assignment may be a classroom or classrooms or other program support function.

Subd. 2. Student Assistant: (One to one) Under the direction of licensed staff, an SA supports the needs of a specific student as assigned throughout the work day.

Subd. 3. Classroom Assistant: A CA is assigned to a specific classroom and need is determined by rule or placement recommended staff to student ratio. Under the direction of licensed staff, a CA supports the various needs of students in a classroom as assigned throughout the day.

Section 3. Temporary Work Agreement: Student Assistants are hired as per a Temporary Work Agreement. All terms and conditions of employment described in this Agreement shall apply to Student Assistants hired on a Temporary Work Agreement, with the exception of Articles X, XI, and XII.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means 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, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 5. 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 employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, 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: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the 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, E-mail and Inter-School Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and inter-school mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal work day. Should it be necessary for a meeting to be scheduled outside a normal work day, a minimum of a 24-hour notice will be given and compensation for attendance at the meeting will be at the expense of the school district. There shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal work day without a 24-hour notice.

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. The first payroll deduction of the school year will occur on September 15 and the last on June 15. Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check. Request by the employee to cease dues deductions submitted in writing to the School District office shall be honored and dues deductions ceased as of such written notice. The school district will notify the Union within three (3) days of receipt of such request.

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee 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. An employee may grieve a written document placed in the employee'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 employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

Section 8. Fair Share Fee: In accordance with PELRA, any employee, as defined in Article III, who is not a member of the union may be required by the union to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct from said employee's wages such fair share fee as requested by the union, pursuant to PELRA, and remit such fair share fee as per payroll deduction. The employer recognizes that the determination of the fair share fee is solely the responsibility of the union, and the employer assumes no responsibility for the determination of any dispute which may result therefrom. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in PELRA and, therefore, such dispute shall not be subject to the grievance procedure.

Section 9. Meet and Confer: Upon written request by the Union, the School District shall meet and confer on items not covered by this agreement, pursuant to PELRA. A meet and confer meeting shall be held each year prior to the April school board meeting to review the next year's Calendar Development Committee's recommended calendar option. The meeting topic will be to review the potential dates for the second staff in-service day on the district calendar.

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 employees covered by this Agreement shall perform the non-teaching 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 employees covered by this Agreement, and all provisions of this agreement

are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of 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.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a full-time employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such part-time employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be mailed to each employee via U.S. mail to the address on file with the human resources office.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than one and a half hours after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner one and a half hours after the start of the student contact day.

Section 2. Duty Year: The duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1, but not less than the number of student days plus one additional day as described in Subd. 1, below. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. Two days will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. One day must be scheduled prior to the start of the school year for the purpose of preparing for the upcoming year and one day will be scheduled in the school year calendar. Both Union and

School District designees will have input into the content of the training for the day scheduled in the school year calendar.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 466 "Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency."

Section 4. Certain Absences: Employees 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. Employees sent home due to student attendance:

Program Assistant: A PA's anticipated hours of work are assigned by July 1st prior to the following school year or at time of hire. Daily student attendance in the PA's assigned classroom or area may affect the area a PA will be expected to work their assigned hours. A PA will not be sent home due to daily attendance of students. A PA would only work a reduced number of hours on a given day if they volunteer to do so.

Student Assistant: Daily attendance of an SA's assigned student may result in a decrease of the expected amount of hours an SA is assigned each day. SA's will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to an SA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of a student assigned to an SA is substantiated, the SA may notify a District designee of their availability to be a substitute.

Classroom Assistant: Daily attendance of students in a CA's assigned classroom may result in a decrease of the expected amount of hours a CA is assigned each day. CA's will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to a CA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of students from the CA's assigned classroom is substantiated, the CA may notify a District designee of their availability to be a substitute.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries: Employees shall be compensated during the two years of this agreement as provided herein.

Subd. 1. Effective July 1, 2018, all employees will advance one step on Salary Schedule A over their placement as of June 30, 2018.

Subd. 2. Effective July 1, 2019, all employees will advance one step on Salary Schedule B over their placement as of June 30, 2019.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, 2020, an employee shall remain at the same step as compensated during the 2019-2020 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, 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.

Subd. 4. Longevity: Effective July 1, 2018 employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

Effective July 1, 2019, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/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 with each successive school calendar year adding to the years of employment.

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is absent from the classroom one and one-half or more clock hours per day during student contact time, the program assistant working with the absent teacher shall receive his/her current rate of pay plus an additional \$3.00 per hour for student contact hours. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour. In the absence of both the teacher and the program assistant, a program administrator will assign one of the other assistants to receive the additional \$3.00 per hour for student contact hours.

Subd. 1. On a community outing/field trip when the regular classroom teacher or a substitute teacher is not in attendance for two and one-half consecutive hours or more, one School District designated employee shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 2. The \$4 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment (Ex: Cub foods/bagging groceries, school office sorting mail).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

Section 6: Trainer Pay: An employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay. For each hour of training, one hour of preparation shall also be compensated. (Example: conducting a three-hour training session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual hours of training with no additional time allowed for preparation. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

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, 2018, the School District shall contribute a sum not to exceed \$690 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, 2019, the School District shall contribute a sum not to exceed \$735 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, 2020, the School District shall contribute a sum not to exceed \$780 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. 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, 2018, the School District shall contribute a sum not to exceed \$1360 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, 2019, the School District shall contribute a sum not to exceed \$1410 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, 2020, the School District shall contribute a sum not to exceed \$1460 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. 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:

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, 2018, 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 \$610. Effective January 1, 2019, the total monthly contribution by the School District shall not exceed \$655. Effective January 1, 2020, the total monthly contribution by the School District shall not exceed \$700.

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.

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:

(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 account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2018, 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 \$1335. Effective January 1, 2019, 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 \$1385. Effective January 1, 2020, the total monthly contribution by the School District shall not exceed \$1435.

(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. 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: Effective July 1, 2018, the School District shall contribute a sum not to exceed \$75 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. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2018, the School District shall contribute a sum not to exceed \$135 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. Any additional cost of the premium 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 employee. The income protection plan shall include the following:

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 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 a \$60,000 term-life insurance policy for each full-time employee with the individual employee effective July 1, 2018.

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.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as he/she is a full-time employee of District No. 917. Upon termination of employment, all district 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 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 employees who retire pursuant to Article XVI of this agreement for three (3) calendar months following the employee's last day of work.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1,020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage at district expense defined in Article VIII provided they have met the 1020 hour requirement defined in Subd. 1.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time employees in their first and second year of employment shall earn sick leave at the rate of one day for each month of service in the employment of the School District, which is equivalent to nine (9) days for each school year and beginning with their third year of employment 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 employees shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 177 days/year), proportional to the number of additional days worked, rounded to the nearest hour. For purposes of this Subd. 1, summer school assignments are not considered extended duty day assignments.

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

Subd. 3. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified physician indicating the absence was due to illness or disability in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 6. An employee 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.

Subd. 7. Each year it shall be the option of each bargaining unit member to contribute in (1) one hour increments up to (7) seven hours of personal leave to a student related workers' compensation sick leave bank. On or before June 1 of each year, the business office will electronically notify bargaining unit members to indicate whether or not they wish to contribute to the student related injury workers compensation sick leave bank. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. The student related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Eligibility decisions are not subject to the grievance procedures.

Subd. 8. Employees who use two or less sick leave days during the regular student school year will receive a \$100 stipend in their June 30 pay check. An employee must have been employed prior to October 1 to be eligible for this stipend.

Section 2. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.

Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval. The superintendent will notify the employee in writing of the Board's decision.

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

Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

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

Section 3. Maternity/Adoption Leave:

Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.

Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.

Subd. 4. Subd. 2 and 3 of this section shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.

Section 4. Death and Illness:

Subd. 1. Upon approval of the superintendent or his/her designee, an employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, grandchild, or parent. Up to three (3) days absence may be granted with pay for the death of the employee's sister, brother, grandparent, parent-in-law, son or daughter-in-law, brother or sister-in-law, or significant person. 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, an employee may use up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 5. Jury Duty Leave: An employee summoned for jury duty shall receive his/her regular salary but shall remit to the school district any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 6. Personal Leave:

Subd. 1. Eligibility:

(a) Effective July 1, 2018, employees will receive personal leave days per the following schedule:

In continuous School Year 1-3	1 day
In continuous School Year 4-7	2 days
In continuous School Year 8+	3 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 with each successive school calendar year adding to the years of employment.

(b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.

(c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

(d) An employee may request use of their current year's sick leave allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation if they do not have any personal leave available from the current year allocation and their previous years' accumulation. The use of such leave will be granted at the sole discretion of the superintendent and is not subject to the grievance procedures.

Subd. 2. The use of a personal leave day is subject to the approval of the School District 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. (When the licensed staff duty day calendar includes a staff inservice or conference day, the day preceding or the day following are eligible for use of personal leave.)

(b) Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or emergency leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees 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 \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. Part-time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd. 1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full work day if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute program assistant rate of pay.

Section 7. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 1 of this Article and including the non-duty summer months continuous with otherwise eligible service.

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:

- (a) Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 1 of this Article.
- (b) Any month after an employee has been absent for (40) forty consecutive student calendar days due to an injury qualified for a Minnesota workers' compensation wage loss benefit and the employee receives workers' compensation for the entire month, whether or not supplemented by sick leave.
- (c) Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2, hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as otherwise provided by law.

Section 8. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Section 7.

Section 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by worker's compensation or long-term disability insurance.

Section 10. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 11. Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

Section 12. Eligibility: To be eligible for the benefits of this Article, an employee must be a full-time employee employed at least 1,020 hours per year. Bargaining unit employees employed for less than 1,020 hours per year shall receive leave benefits on a pro rata basis.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of two (2) calendar years from the date of (continuous) hire during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such an employee. In the event the School District terminates a probationary

employee at the end of a school year and rehires the employee within four (4) months of the termination, the employee's previous probationary employment period shall be credited toward their probationary period of two (2) calendar years from the date of (continuous) hire. During the probationary period, the employee will receive two performance appraisals during each calendar year using the procedures of Board Policy 459. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15.

Section 2. Completion of Probationary Period: An employee 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 an employee's performance and/or correct an employee's behavior by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the employee'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 employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee'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 employee'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 employee 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 employees 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 employee's behavior or performance. Written reprimands will be placed in the employee's official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands may be grieved under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's official 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 employee's official personnel file.

Subd. 3. Suspension: An employee 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, an employee 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.

Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee 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.

The suspension shall take effect upon receipt by the employee 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.

An employee may be put on a paid leave during an investigation of concern for the District. If the investigation results in an unpaid leave, the employee's unpaid leave time will not be retroactive without mutual agreement.

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:

- Inefficiency;
- Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
- Conduct unbecoming to an employee which materially impairs the employee's educational effectiveness;
- Other good and sufficient grounds rendering the employee unfit to perform the employee's duties.

An employee will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the employee fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Immediate discharge. The board may discharge a non-probationary employee, effective immediately, upon any of the following grounds:

- Immoral conduct, insubordination, or conviction of a felony;
- Conduct unbecoming to an employee which requires the immediate removal of the employee from classroom or other duties;

- Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
- Gross inefficiency which the employee has failed to correct after reasonable written notice;
- Willful neglect of duty; or
- Continuing physical or mental disability subsequent to a 12 month leave of absence and inability to qualify for reinstatement.

ARTICLE XII

SENIORITY (Program Assistant and Classroom Assistant)

Section 1. Seniority: The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction (layoff) or increase in force, and reduction of working time, within qualification areas as defined by the School District. For purposes of this Article, the School District reserves the right to define reasonable qualifications within respective programs, program skills, position and job description. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas. The parties agree that Program Assistants, and Classroom Assistants constitute separate seniority classifications and accordingly, a separate seniority list will be provided for each individual classification. An employee will have rights only within their particular seniority classification under the provisions of this Article.

Section 2. Seniority Date: For purposes of this article, an employee's seniority date shall be the first work day of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their assistant assignment their seniority date remains the first work day of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. This article does not apply to an employee holding the position of student assistant. If a student assistant accepts an assignment as a Program Assistant or Classroom Assistant, their seniority date will be the first work day of continuous employment with the school district for placement on the seniority list.

Subd. 2. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 3. Loss of Seniority: An employee shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource his/her name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 4. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 5: Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. Employee will have 14 calendar days upon receipt of mailing to notify School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

**ARTICLE XIII
OTHER BENEFITS**

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement 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 calendar days.

Subd. 3. 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 twenty-five (25) days after the date of notification of the event the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

Subd. 1. Level 1: 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 fifteen (15) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within 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 the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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 employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee 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 ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (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 agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such a 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 or if the request is mutual, the cost shall be shared. 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.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters 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 D). 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 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 TRANSFERS, VACANCIES AND JOB POSTING

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known. A change of work assignment at the regular assigned building is not considered a daily job site transfer request.

Subd. 1. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 2. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal work day end time.

Subd. 3. Employee's accepting a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 4. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Subd. 5. When an employee decides to decline a request for a daily job site transfer, they must discuss their decision with the administrator before the daily job site transfer is finalized.

Section 2. Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or

reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, employee preference, and seniority shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. 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.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening becomes available may make their request to their Assistant Director in writing with a copy to the Director. Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority shall be considered.

Subd. 3. 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.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school e-mail. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal work day and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self-addressed envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of continuous employment 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 employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Section 4. Method of Pay-Out:

- (a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School board approved 403 (b) 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 403 (b) 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 403 (b) 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 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendor with contribution information for

the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.

(e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

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 XVII

403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1,020 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. 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 with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, 2018, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

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 employee to participate in the 403b matching contribution plan.

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

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

ARTICLE XVIII
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2018, through June 30, 2020, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the 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 3. 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 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held 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:

DISTRICT #917 SPECIAL EDUCATION
PROGRAM ASSISTANTS FEDERATION,
LOCAL 4242

INTERMEDIATE SCHOOL DISTRICT 917

Dian Erickson _____
President, Local 4242

Jill Lewis _____
Chair

Teresa Stiff _____
Vice-President, Local 4242

Melissa Sauser _____
Clerk

Dated: _____, 2018

Dated: _____, 2018

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS
2018-2019 SALARY SCHEDULE

STEP	B22-HQ
1	17.78
2	18.17
3	18.57
4	18.96
5	19.36
6	19.76
7	20.17
8	20.56
9	20.96
10	21.36
11	21.82
12	22.23
13	22.69

SCHEDULE B
SPECIAL EDUCATION ASSISTANTS
2019-2020 SALARY SCHEDULE

STEP	B22-HQ
1	18.01
2	18.41
3	18.81
4	19.21
5	19.61
6	20.02
7	20.43
8	20.83
9	21.23
10	21.64
11	22.10
12	22.51
13	22.98

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 Greivant

Memorandum of Understanding

As a result of contract negotiations, the parties hereby mutually agree to re-open negotiations related to contract language per Article XVIII, Section 1. Term and Reopening Negotiations. This reopening of negotiations will be for the issues in reference to PELRA in the contract, and "Right to Work".

District #917 Special Education
Program Assistants Federation,
Local 4242

Intermediate School District 917

President, Local 4242

Chair

Vice President, Local 4242

Clerk

Dated: _____,2018

Dated: _____,2018