

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #413

MARSHALL, MINNESOTA

AND

SCHOOL DISTRICT 413 SUPPORT STAFF ASSOCIATION

EFFECTIVE DATES:

JULY 1st, 2020, THROUGH JUNE 30th, 2022

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 413, Marshall, Minnesota, hereinafter referred to as the School District, and the School District 413 Support Staff Association, hereinafter referred to as the exclusive representative and/or The Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for support personnel.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the School District 413 Support Staff Association as the exclusive representative for the support personnel and related employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in the certification by the Commissioner of the Bureau of Mediation Services (BMS), Case No. 08-PAM-0598.

ARTICLE III DEFINITIONS

Section 1. 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 other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term, ‘support staff’, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 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 a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, “District/School District,” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

**ARTICLE IV
RIGHTS OF THE SCHOOL DISTRICT**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
RIGHTS OF THE EMPLOYEES**

Section 1. Right to Views: Pursuant to PELRA, 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 regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, 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.

Section 3. Use of School District Property: The exclusive representative shall reimburse the School District for the use of school equipment, supplies, and labor used in Association business. Prior written approval for the use of School District resources is required. The Association will be billed as per a cost schedule provided by the School District. Nothing in this Agreement shall require the School District to permit the exclusive representative to utilize any School District property except as determined by the School District.

Section 4. Limitation: Association business shall not be conducted on school time except as permitted by the Director of Business Services or Superintendent.

ARTICLE VI HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular workweek, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Section 3. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Lunch Period: Employees shall be provided an unpaid duty-free lunch period of at least 30 minutes as scheduled by the School District.

Section 5. School Closing:

Sub 1: In the event of a late start or if school is canceled after it has been in session, due to inclement weather, employees have the following options:

- (A) The hours missed may be made up at some other time of agreed upon in writing by the employee and his/her immediate supervisor;
- (B) The hours missed will be deducted from the employee's paycheck;
- (C) The employee may use vacation time if applicable;
- (D) The employee may use personal leave time. The number of hours claimed may not exceed the total assigned number of hours for the day.

Sub 2: If School is closed and an E-Learning day is put into effect, employees will be paid one (1) day (regular assigned hours) for the first e-Learning day of the school year. Any additional e-Learning days employees will have the options under Sub. 1 of this section.

Section 6. Rest Periods: Employees working more than 4 hours but less than 7 hours per work day will be granted 1 15-minute break. Employees working 7 or more hours per work day will be granted 2 15-minute breaks. These break periods will be scheduled by the designated administrator or immediate supervisor and cannot be used for late arrival to work, compensation for an early departure from work, or to accumulate time. These break periods are not guaranteed to always be 15 minutes, as the needs of the children that are being served take precedence over a guaranteed, set length of time.

ARTICLE VII COMPENSATION

Section 1. Rates of Pay:

Subd. 1. 2020-2021 Rates of Pay. The salaries reflected in Schedule A shall be a part of the Agreement for the 2020-2021 contract year.

Subd. 2. 2021-2022 Rates of Pay. The salaries reflected in Schedule B shall be a part of the Agreement for the 2021-2022 contract year.

Section 2. Successor Agreement: During the term of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Section 3. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 4. Salary Advancement:

Subd. 1. Advancement Period. The length of time for the probationary period is 1 year. The length of time for the novice period is 2 years. The length of time for the Class 4 period is 3 years. The length of time to achieve Class 3 pay is an aggregate total of 6 years. The length of time to achieve Class 2 pay is 10 years. In essence, an employee is eligible for Class 1 pay upon completion of 16 years of service.

Subd. 2. Promotion. Employees who are promoted from within from 1 classification to another will have their salaries frozen at their current rate of pay for a maximum period of 1 year (provided their current rate of pay is equal to or higher than the probationary rate of pay in that job classification). After that time, their total length of service will be the determining factor for their rate of pay in that classification.

Subd. 3. Advancements. Advancements will be based on the length of service of those individual and yearly evaluations done by the immediate supervisor. Evaluations will be scheduled prior to the employee's anniversary date and will be reviewed with the employee. Skill Rating refers to the degree of expertise and knowledge an employee has demonstrated and/or achieved within his/her respective classification. Advancement occurs when the employee achieves a predetermined level of skill development within a specific period of time. Advancement from probationary to either regular (full-/part- time) status occurs when the individual demonstrates knowledge of the skills and procedures used in the department of assignment to the immediate supervisor. Employees not advanced at the end of the 1-year probationary period will be released from employment.

Subd. 4. Meritorious Advancement. Employees who have demonstrated outstanding skill development during the course of their employment may be considered for advancement before the period of time designated for the scheduled advancement; i.e., 3 years for Class 4; 6 years for Class 3; and so on.

Subd. 5. Non-advancement. If an employee is not advanced at the end of an advancement period, he/she may request, in writing, the reasons for non-advancement. The immediate supervisor and Director of Business Services will respond within 10 days of the request, in writing.

Subd. 6. Advancement Time Frame. All recommendations for appropriate advancement are to be brought to the attention of the immediate supervisor by the employee.

Section 5. Call Backs: An employee who is called in for an emergency after leaving the School District's premises at the end of a work day will be paid at a minimum of 2 hours of pay and overtime, if applicable.

Section 6. Overtime:

Subd. 1. Overtime. An employee performing duties more than 40 hours per week will be compensated at the rate of time and 1/2 or compensatory time at time and 1/2.

Subd. 2. Compensatory Time. The School District shall determine whether to compensate the employee with overtime pay or compensatory time off. However, in the event that the School District determines to provide compensatory time rather than overtime pay, the compensatory time must be made available to the employee no later than 90 days following the earning of the compensatory time. Any compensatory time not scheduled within this time period shall be paid in the form of overtime pay.

Subd. 3. Compensatory Time Limit. In any event, no more than 24 hours of compensatory time (16 hours of actual time worked) will be accrued. In the event such limit is reached, the School District shall provide overtime pay until the compensatory time is either used or paid.

Subd. 4. Approval. All overtime must be approved by the designated School District supervisor, in writing, in advance of the overtime work, except in case of emergency.

Section 7. Holiday Pay: An employee required to work on a paid holiday will be paid at time and 1/2 for all hours worked.

Section 8. Pre-approved Training Courses: The School District will pay for all tuition and mileage for pre-approved training courses. The pre-approving agent will be the Learning Level Principal or his/her designee. All course work attendance time will be paid at regular rate and based on the regular daily schedule if occurring during the regular workweek. All other course work will normally be accomplished on the employee's own time unless specified and approved by the Learning Level Principal or his/her designee. Any training required for attendance by the employee on his/her non-scheduled workday during the school year will be a minimum of 4 hours paid at the employee's regular rate of pay.

Section 9. Temporary Reassignment: An employee who is temporarily reassigned in a different position shall receive his/her regular compensation or reassigned position rate of pay, whichever is greater.

Section 10. Mileage Reimbursement: Mileage reimbursement for privately-owned vehicles approved for usage for School District business will be reimbursed at the designated federal allowable rate.

Section 11. Retired Substitute Pay: Support Staff who opt to retire from the District and are subsequently rehired as a Substitute shall be compensated by applying the rate of pay as defined in the current Classification Schedule from which the employee retired at, if subbing in the same position they retired at.

**ARTICLE VIII
GROUP INSURANCE**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage. The School District shall contribute an annual sum not to exceed \$5,015 for 2020-2022 toward the premium for individual coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage. The School District shall contribute an annual sum not to exceed \$ 10,779 for 2020-2022 toward the premium for family coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage. The School District shall contribute an annual sum not to exceed \$300 for 2020-2022 toward the premium for individual dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage. The School District shall contribute an annual sum not to exceed \$475 for 2020-2022 toward the premium for employee plus one dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Family Coverage. The School District shall contribute an annual sum not to exceed \$550 for 2020-2022 toward the premium for family dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance: The School District shall provide all eligible employees with a \$25,000 term life insurance group policy to be paid for by the School District within the limits of the insurance carrier's contract.

Section 5. Long-Term Disability: The School District shall provide each eligible employee with long-term disability insurance in the School District's group long-term disability plan

Section 6. Flexible Benefits Plan: The School District shall maintain the Flexible Benefit Plan, which shall cover such employees as may qualify. The purpose of the plan is to provide the employees with certain tax-advantaged benefits and to allow the employees to select from among the fringe benefits offered. The plan year for the Flexible Benefits Plan shall end on the 30th day of September annually. The cost of implementing and operating the plan shall be the responsibility of the School District.

Section 7. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's insurance plans. Upon termination of employment, all School District contribution shall cease.

Section 9. Eligibility: To be eligible for the full benefits as provided in this article, an employee must be employed at least 12 months per year and 30 hours per week. Employees employed at least 9 months per year and 30 hours per week shall be eligible for all offered benefits. Employees employed less than 9 months per year and 30 hours per week shall not be eligible for the benefits of this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 10. Early Retirement: An employee who retires after age 55, but prior to age 65, may continue health insurance benefits, upon approval of the carrier and at the employee's own expense, until the employee becomes eligible for Medicare.

ARTICLE IX HOLIDAYS

Section 1. Eligibility: All 12-month employees will be eligible for 10 paid holidays per annum as follows:

1. 'EM' Thursday
2. 'EM' Friday
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Good Friday
10. Memorial Day

Section 2. Scheduling of Paid Holidays: Paid holidays shall be those days as determined and scheduled by the School District. All paid holidays will be scheduled on non-student days.

Section 3. Part-Time Employees: Employees employed less than 12 months, but at least 9 months, shall be eligible for those paid holidays that occur during their regular assignment work year.

Section 4. Designation of Holidays: Holidays that occur on a weekend shall be honored on those days as determined by the School District. In the event a holiday needs to be rescheduled by the School District, another day in lieu thereof shall be scheduled by the School District.

**ARTICLE X
VACATIONS**

Section 1. Eligibility: This article shall apply to employees who are regularly employed on a 12-month basis and a 40-hour week. However, 12-month employees regularly working less than a 40-hour week shall earn prorated vacations based upon their average hours of employment.

Section 2. Earned Vacations:

Subd. 1. Accrual. Eligible employees, as defined in this article, shall accrue vacation as follows:

During the first 8 years of employment.....2 weeks per annum

9 through 20 years of employment.....3 weeks per annum

After 20 years of employment4 weeks per annum

Subd. 2. Pay. Pay shall be based upon a 40-hour week or average weekly salary if the employee is employed less than 40 hours per week.

Section 3. Vacation Scheduling:

Subd. 1. Approval. All vacation scheduling must be approved in writing by the designated administrator.

Subd. 2. Scheduling. Vacation will usually be scheduled during the summer months when school is not in session. However, vacation requests will be considered during the school year to the extent that scheduling is consistent with the needs of the School District with the following considerations:

- A. Normally, requests must be submitted at least 2 weeks in advance for approval by the designated administrator.
- B. Vacations will be limited by location in order to meet the needs of the School District.
- C. Normally, vacations during the school year will not exceed 1 week.
- D. More latitude will be given to vacation requests during non-student days.
- E. Normally, vacations will not be approved resulting in overtime.
- F. All vacation scheduled is subject to the final discretion of the School District consistent with the needs of the operation.

**ARTICLE XI
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Sick Leave Accrual. Each full-time employee (40 hours per week) shall earn 1.45 days sick leave each month of service. Part-time employees shall earn prorated hours of sick leave proportionate to the employee's workday.

Subd. 2. Maximum Accumulation. Sick leave shall be allowed to accumulate to a maximum of 115 days for full-time employees. Part-time employees may accrue a maximum proportionate to the employee's workday.

Subd. 3. Elective Surgery. Elective surgery should be scheduled during non-school duty months; however, if use of sick leave for purposes of elective surgery during the school year is necessary, it shall require a recommendation from a medical physician to be presented and approved by the principal 20 days prior to the proposed procedure.

Subd. 4. Employee's Child. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's child's illness and/or disability that prevented attendance at school and performances of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee who performs services for at least 12 consecutive months preceding the request and for an average number of hours per week equal to 1/2 the full-time equivalent position in the employee's job classification, as defined by the School District's personnel policies or practices or pursuant to the provisions of this Agreement during those 12 months, may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Subd. 5. Family Illness. From accumulated sick leave, up to 20 days annually, with full salary, may be used each year in case an employee is absent because of illness in the 'immediate/extended' family. Days used shall be deducted from sick leave.

Subd. 6. Sick Leave Incentive. Employees with less than 10 years of service who utilize no more than twice the employee's regular scheduled daily hours in a year for sick leave will be eligible to receive an additional personal day to be used in the next school year.

After 115 days are accrued, a maximum of 5 days per year of unused sick leave above the 115 days will be reimbursed at \$50 per day with the money being paid to the employee in the last pay period of the fiscal year. Days for which payment (up to the 5-day maximum) is received will be considered used and shall not be recorded to the employees' credit.

Subd. 7. Physician's Certificate. A certificate of illness and/or disability by a physician may be required for absence at the discretion of the School District. If the School District requires such a certificate, the employee will be timely advised.

Subd. 8. Limitation. Sick leave shall not apply to an employee injured when working for another employer or in self-employment during off hours.

Subd. 9. Workers' Compensation. If injured while on school duty, sick leave may be used as provided above. If sick leave is used and workers' compensation pays for loss of time to the employee and the employee turns the check over to the School District, the School District will credit that valued amount of sick leave back to the employee.

Subd. 10. Bereavement Leave. Up to 4 days of bereavement leave per occurrence, noncumulative, shall be granted for death in the immediate/extended family of the employee or the employee's spouse.

Section 2. Personal Leave/Unpaid Leave: An employee may be granted 1 personal leave day per year. After 2 years of service, an employee may be granted 2 personal leave days per year. After 10 years of service, an employee may be granted 3 personal leave days per year. These days will not be deducted from sick leave, are non-accumulative, and may be used by the hour. Request for personal leave use shall be made to the employee's Building Principal at least 3 business days before the requested leave date. Leave may be granted on shorter or emergency notice at the discretion of the Building Principal. For those employees with less than 10 years of service, 1 day may be carried over to the next fiscal year if not used, accumulative to either 2 or 3 days per year, depending on the years of service provision. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation.

Any unused personal leave days can be requested to be paid out at the end of the school year rather than be carried over into the next year. The employee must request to have these days paid, as it will not be a default process.

An employee may be granted up to 3 days without pay per year, without accumulation, at the discretion of the Director of Business Services, provided that the employee has utilized all personal days as defined above.

Section 3. Child Care Leave: An employee may be eligible for child care leave as described below:

Subd. 1. Use. A child care leave may be granted by the School District, subject to the provisions of this section, to 1 parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Request. An employee making application for child care leave shall inform the Director of Business Services, in writing, of intention to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. Pregnancy. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave, pursuant to the sick leave provisions of the Agreement, during the period of physical disability associated with the pregnancy, as determined by the attending physician.

Subd. 4. Duration. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- A. Grant any leave more than 12 months in duration, including sick leave.
- B. Permit the employee to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement. An employee returning from child care leave shall be reinstated in a position for which the employee is licensed and qualified, unless previously discharged or laid off.

Subd. 6. Failure to Return. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension of the leave.

Subd. 7. Pay. Leave under this section shall be without pay or per subdivision 3 above.

Section 4. Jury Duty: Employees shall be excused from work for jury duty when they are summoned to serve. Any employee who serves on a jury in a local, state, or federal court will be granted paid leave, minus any jury pay, excluding expense reimbursement, for the period of his/her actual jury service. He/she shall reimburse the School District for jury pay within 10 days of receipt of jury pay. Failure to reimburse the School District for jury pay will result in forfeiture of jury leave, and the employee's absence will be charged as unpaid leave. Employees who will be absent from work to serve on a jury must notify their immediate supervisor in advance.

Section 5. General Leave:

Subd. 1. Request. An employee may request in writing a general leave of absence, without pay or benefits.

Subd. 2. Discretion. The granting or denial of such a request shall be at the sole discretion of the School Board.

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 1. Insurance Contribution. Such leave shall be unpaid, except an eligible employee, during such a leave, shall be eligible for regular School District group health insurance contributions, as provided in this Agreement, for a period of the leave but not to exceed 12 weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 2. Paid Leave Under Contract. While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. above are unpaid, nothing in this section shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this section or any other provision of this Agreement shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 3. Notice. The employee will provide at least 30 days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 7. Probationary Period: Periods of time for which the employee is on an unpaid leave shall not be counted in determining the completion of the probationary period.

Section 8. Experience Credit: An employee who returns from an unpaid leave within the provisions of this article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid child care leave.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

ARTICLE XII PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 12 months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and, during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2: Highly Qualified Para Pro Assessment: An employee is eligible for advancement from the Probationary Level to the Novice Level after earning a passing score, as determined by the Minnesota Department of Education, on the Praxis ParaPro Assessment. The School District will pay for the cost of the ParaPro Assessment 1 time per employee and pay for the time required to complete the assessment 1 time per employee. If the employee does not receive a passing score on the Praxis ParaPro Assessment on this initial attempt, then any future costs of taking the assessment and time spent completing the assessment will be at the employee's own expense. Advancement from Probationary status to Novice status will not be granted until a passing score is received, at which time the employee will be considered a highly qualified paraprofessional.

Section 3. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 3 calendar months in any such new classification. During this 3-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure. This probationary period holds true for both full- and part-time employees.

Section 5. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than 1 employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 6. Progressive Discipline: The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. A conference between the employee and his/her immediate supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. Normally, the School District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XIII LAY OFF

Section 1. Procedure: In the event of reduction in force, employees shall be laid off pursuant to the provision of this article.

Section 2. Seniority: For the purposes of this article, all employees shall have seniority commensurate with their total continuous years of service in the School District in their classification. Part-time service will not be credited the same as full-time toward seniority. A part-time employee will be credited seniority on a prorated basis.

Section 3. Lay Off and Recall: The selection of employees for lay off or reduction of regular daily hours shall be made in reverse seniority order within classification. An employee so affected may transfer into a lower classification, providing he/she has seniority over any person being displaced and meets the qualifications for the position, as determined by the School District.

Section 4. Recall List:

Subd. 1. List. A recall list shall be established by the School District office. A notice of vacancy shall be mailed to eligible persons on the recall list to their last known address.

Subd. 2. Priority. Priority on the recall list shall be by length of continuous service in the School District at that classification.

Subd. 3. Status. An employee will continue on a recall status for a period of 2 years from the date of lay off. Any person on recall status who applies for, is offered, and refuses a position with comparable hours for which he/she is qualified will be removed from the recall list.

Section 5. Application:

Subd. 1. Return to Work. Part-time employees may not bump full-time employees within the same classification. An employee on lay-off who receives a recall notice pursuant to this article shall report for work within 10 working days, except as otherwise agreed in writing by the employee and the School District. An employee who does not report for work as provided in this section shall be removed from the recall list and shall forfeit any further claims to a position in the School District.

Subd. 2. Other Classifications. Positions in other classifications will be open for application by anyone if someone on the recall list cannot fill them.

**ARTICLE XIV
SEVERANCE**

Section 1. Eligibility: All employees shall be eligible for severance pay after 5 consecutive years of service upon written resignation accepted by the School Board.

Section 2. Amount of Severance Pay: Eligible employees earn 3 days of credit toward severance pay for each year of employment for the first 15 years and 4 days thereafter, not to exceed total accrued and unused sick leave, or a maximum of 60 days, whichever is lesser.

Section 3. Calculation: Severance pay for a credited day shall be based upon the employee's hourly rate at the time of separation, multiplied by the average hours worked in a day during the period of employment.

Section 4. Exclusion: Employees terminated for cause pursuant to ARTICLE XI above will not be eligible to receive severance pay.

Section 5. Beneficiary: In the event an employee dies after separation from employment, but prior to payment of severance pay, such amount shall be paid to the employee's beneficiary, if any, and, lacking a designated beneficiary, to the employee's estate.

Section 6. Payment: All retiring employees who are eligible for severance pay under this article shall have all such funds deposited in their health reimbursement arrangement in accordance with plan documents, as adopted by the School District. Payment of claims for health care expenses shall be subject to federal and state law and the plan documents.

ARTICLE XV

403B MATCHING CONTRIBUTION

Section 1. 403(b) Matching Contribution Plan. Beginning July 1st, 2020, Support Staff employees shall be eligible to participate in a 403(b) matching contribution plan pursuant to Minn. Stat. § 356.24.

Section 2. Eligibility. The School District will match eligible individual annual employee contributions up to \$250 per year for both 2020-2021 and 2021-2022

Section 3. Maximum Contribution. The maximum career matching contribution by the School District shall not exceed \$10,000.

Section 4. Participation. In order to participate, an employee must submit a salary reduction authorization agreement prior to September 15th of any school year. Changes in the amount of the contribution may be made only once per year, after the September 15th date.

Section 5. Support Staff Employees on Leave Eligibility. Employees on unpaid leave of absence may not continue to participate in the 403(b) plan during the period of absence.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

Subd. 1. Employee. The word, "grievance," shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or specific disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees. A group of fewer than 10 employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees of the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 3. Association Grievance. The Association may file a grievance if a complaint involving 10 or more employees arises out of the same transaction or occurrence and the facts and claim are common to all employees of the group. In order to pursue a group grievance, the Association must provide the Superintendent and/or Director of Business Services with the names and signatures of the affected employees no later than the third level of the grievance procedure. The Association group grievance may proceed only as to the employees identified in the appeal to arbitration. The Association may also file a grievance if the allegation involves a specific right of the Association, as provided in this Agreement.

Section 2. Representative: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

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

Subd. 2. Days. Reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document required by this Agreement 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: A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant(s), to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the grievant(s) shall attempt to adjust all grievances that may arise during the course of employment in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within 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, provided such appeal is made, in writing, within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at

this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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 the intention to review within 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 a Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 8. Mediation: Upon mutual written agreement, the parties may petition the BMS for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the grievant(s), and such request must be filed in the office of the Superintendent within 10 days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that 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 may, within 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 Commissioner of the BMS to submit a panel of 7 arbitrators to the parties, pursuant to PELRA, provided such request is made within 20 days after request for arbitration. The request shall ask that the panel be submitted within 10 days after the receipt of said request. Within 10 days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

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

Subd. 5. Decision. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.

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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses that 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 contained in this 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 in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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 issuing a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XVII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30th, 2020, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

SCHOOL DISTRICT 413 SUPPORT
STAFF ASSOCIATION

SCHOOL DISTRICT

President

School Board Chair

Secretary

School Board Clerk

Chief Association Negotiator

Chief School District Negotiator

Dated: _____

Dated: _____

SCHEDULE A

2020-2021

CLASSIFICATION	PROBATIONARY *	NOVICE	CLASS 4	CLASS 3	CLASS 2	CLASS 1
SPED Paraprofessionals	\$ 13.87	\$ 15.47	\$ 17.13	\$ 18.94	\$ 19.78	\$ 20.25
Media Aides	\$13.58	\$ 15.14	\$ 16.76	\$ 18.53	\$ 19.36	\$ 19.83
Assurance of Mastery Coach EL Success Coach Kindergarten Aides Early Childhood/Little Cubs Aides Daycare Aides	\$ 12.15	\$ 13.68	\$ 15.31	\$ 17.08	\$ 17.92	\$ 18.39

SCHEDULE B

2021-2022

CLASSIFICATION	PROBATIONARY *	NOVICE	CLASS 4	CLASS 3	CLASS 2	CLASS 1
SPED Paraprofessionals	\$ 14.12	\$ 15.72	\$ 17.38	\$ 19.19	\$ 20.03	\$ 20.50
Media Aides	\$ 13.83	\$ 15.39	\$ 17.01	\$ 18.78	\$ 19.61	\$ 20.08
Assurance of Mastery Coach EL Success Coach Kindergarten Aides Early Childhood/Little Cubs Aides Daycare Aides	\$ 12.40	\$ 13.93	\$ 15.56	\$ 17.33	\$ 18.17	\$ 18.64

*At the discretion of the principal and with the approval of the Director of Business Services, on a case-by-case basis, a new employee may be hired at a higher rate of pay than the standard, probationary rate, depending on comparable years of work experience and educational attainment. Although the employee may start at a higher classification, he/she will need to follow the classification progression in this Agreement.