



*Achieving success, one student at a time!*

**2019-2021**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 283**

**St. Louis Park, Minnesota**

**and**

**CE EDUCATOR GROUP**

*Effective through June 30, 2021*

Board Approved: March 9, 2020



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## **ARTICLE 1 - PURPOSE**

### **1.1 Parties**

The Terms and Conditions of Employment contained herein are entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota hereinafter referred to as the School Board, or District, and the CE Educator employees of St. Louis Park School and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971 to provide the terms and conditions of employment for the CE Educator group of employees during the duration of this Agreement.

## **ARTICLE 2 - DEFINITIONS**

### **2.1 School Board or District**

For purposes of this agreement, the terms District or School Board shall mean the School Board or its designated representative.

### **2.2 Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **3.1 Recognition**

In accordance with P.E.L.R.A., the District recognizes the CE Educator Group as the exclusive representative of Educators, as defined in Section 3.2, employed by the District. The CE Educator Group shall have those rights and duties to meet and confer on issues as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

### **3.2 Appropriate Unit**

The CE Educator Group shall represent all preschool and child care educator positions that do not require a MN P-12 teaching license by the MN Professional Educator Licensing and Standards Board (PELSB) who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return. The current job titles, as of the date of this Agreement, are listed in Appendix A.

## **ARTICLE 4 - DISTRICT RIGHTS**

### **4.1 Inherent Managerial Rights**

In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

### **4.2 Management Responsibilities**

The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

#### **4.3 Effect of Laws, Rules and Regulations**

The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, 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 of the Minnesota Department of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

### **ARTICLE 5 - EMPLOYEE RIGHTS**

#### **5.1 Right to Views**

In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of employees in this group.

#### **5.2 Personnel Files**

All evaluations and files relating to each individual employee shall be available during regular school business hours to said employee upon reasonable written notice. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law and must expunge from employee's file any material found to be false or inaccurate through the grievance procedure. The false or inaccurate materials will be removed within 15 days of the final disposition of the grievance process.

### **ARTICLE 6 - THE WORK YEAR**

#### **6.1 Employee Duty Days**

Employees shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

#### **6.2 Employee Duty Year**

The duty year for all full-time educators shall be twelve (12) months (typically 260 duty days or more). Part-time Educators, employed less than twelve (12) months per year, shall receive a pro-rated salary and benefits.

### **6.3 School Closings**

- A. In the event of school closing, employees will report for duty only unless contacted by the supervisor that all programs are cancelled. Employees requested to report for duty will be paid. Employees not requested to report would be paid for up to five (5) days of school closing or such days will be made up if other employees are required to make up such days.
- B. Personnel unable to report for duty or working less than a full shift will be paid but must elect to have their non-work time charged against their vacation accrual, emergency leave or in the event that they were ill that day, then sick leave accrual. Employees having no leave or vacation days would not be paid for that time.

### **6.4 Holidays**

- A. Eligibility: In order to be eligible for holiday pay, an employee must be employed at least 20 hours per week and have worked the employee's regular work day before and after the holiday, unless the employee is on paid leave or vacation under the provisions of this Agreement. Employees who work less than full-time or less than 12-month schedules will have their holidays prorated accordingly.
- B. Holidays shall include: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday and Memorial Day.
- C. Employees hired whose contract ends prior to summer, winter and/or spring break or are not scheduled to work over the breaks are not eligible for holiday pay during that break time.
- D. School in Session: The District reserves the right, if school is in session to cancel any of the above holidays and establish another holiday or floating holiday in lieu thereof. Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

## **ARTICLE 7 - THE WORK DAY**

### **7.1 Work Day**

Full-time employees are regularly assigned to work eight (8.0) hours per day, forty (40) hours per week and fifty-two (52) weeks per year with the understanding that more time may be needed to complete some tasks. The normal work day for full-time employees will be scheduled over 8.5 hours with a 30-minute duty free lunch period. Employees may be assigned a straight eight-hour shift based on the needs of the department. The specific work hours for each employee may vary according to the needs of the District. The hours will be designated by the appropriate supervisor. Employees shall be notified approximately two weeks before the start of the school year as to the assigned building, starting date, daily hours, wage rate and number of days employed, or as much of such information as has been determined at that time.

### **7.2 Work Week**

The normal scheduled work week for full time employees shall be forty (40) hours per week and five (5) days per week.

## **ARTICLE 8 - BASIC COMPENSATION**

### **8.1 Rates of Pay**

- A. The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the 2019-20 and 2020-21 school years.
- B. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding an increment shall be subject to the grievance procedure.
- C. A new employee must have been hired prior to February 1 to be eligible for the following July 1 increment adjustment.
- D. Returning employees shall advance on the salary schedule one (1) step each year of the agreement subject to the right of the Board as defined in this Section to withhold increments for just cause. An employee will not advance one step if they did not complete the required annual training for their position or their most recent performance evaluation was overall "unsatisfactory or below proficient." For the purpose of this section the employee also must have been actively paid on the payroll at least (a) 1,000 hours if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40 hour per week employee.

### **8.2 Method of Payment**

- A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15<sup>th</sup>) and last day of each month.
- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- C. The District may choose to move payroll to paying every other Friday, instead of the 15th and last day of each month. In the event the District plans to move pay dates, it will give CAPS not less than one year of notice and meet and confer on the plan for implementing the change.

### **8.3 Deduction**

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour of pay for each such hour of absence. Absences of less than one day that are covered by other paid leaves such as sick time or vacation may be made on an hour for hour basis as long as the person has available leave time.

### **8.4 Initial Placement**

New employees may be hired within the salary schedule based on experience and qualifications to be determined by Human Resources. Employees will then move one step on the schedule for each full year of service, subject to 8.1.B. This provision shall not be retroactive.

## **ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT**

### **9.1 Jury Duty**

An employee who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District, less the mileage and other expenses, as regulated by state guidelines. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

### **9.2 Overtime**

Scheduled overtime work after forty (40) hours per week shall be paid at time and one half (1½). Scheduled work on Saturdays, Sundays or designated holidays shall be compensated by having another day off designated or paid at the rate of time and one-half (1½), based on mutual agreement with their supervisor.

### **9.3 Required Training**

Any employee required by the District to take a specific course that is not fully paid by the District shall be reimbursed for any fees paid for by the employee for that course.

### **9.4 Education Benefits**

Effective 7/1/2018, employees working in a Childcare assignment are eligible for educational reimbursement of up to \$50 year for courses taken that the employee wants to take and are directly related to the childcare assignment. The Childcare Program will either pay for the course or will reimburse the childcare employee for any fees charged for that course.

School Age Site Leads are eligible to receive \$60.00 per year toward MnSACA annual membership and all preschool child care staff working four (4) hours per day or more can receive \$30.00 per year toward MnNAEYC/NAEYC annual membership.

*NOTE: More information about educational benefits and the Teach and Retain Program provided by Kid's Place is available in Appendix C at the end of this agreement.*

## **ARTICLE 10 - VACATIONS**

### **10.1 Eligibility**

Full-time eligible employees shall accrue vacation each year based on years of service in the District according to the following schedule: Each Educator working 12 months and regularly scheduled at least four (4) hours per day or at least 1040 hours per year, pro-rated per months of service, shall be entitled to the following vacation after the designated number of completed years of service:

The vacation accrual rates shall be:

- 0-2 years of service = 12 days of vacation
- 3-4 years of service = 13 days of vacation
- 5-9 years of service = 15 days of vacation
- 10 or more years of service = 20 days of vacation

For employees hired prior to 7/1/2017

- 16 years of service = 25 days of vacation
- 17 years of service = 26 days of vacation
- 18 years of service = 27 days of vacation
- 19 years of service = 28 days of vacation
- 20 years of service = 29 days of vacation
- 21 years of service = 30 days of vacation

Educators working less than 12 months but regularly scheduled at least four hours per day and 1040 annual hours shall be entitled to the following vacation:

- 0-4 years of service = 2 days of vacation
- 5-9 years of service = 5 days of vacation
- 10-15 years of service = 10 days of vacation
- 16+ years of service = 15 days of vacation

## **10.2 Vacation Application**

- A. Vacation amounts will accrue starting July 1, of each year.
- B. If an eligible employee starts in a position after July 1, the employee will be given the prorated amount of vacation for the remainder of that year.
- C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis.
- D. If an employee resigns before completing a full year of service, or the annual work cycle if employed for only a part year, the employee shall not be entitled to any vacation pay, and shall have the salary paid for any vacation days taken deducted from the Educator's final check. An employee, who has completed at least one (1) year of service, or the annual work cycle if employed for only a part year, shall be entitled to receive the pro-rata pay for unused vacation time up to 20 days of pay, provided they gave at least a two weeks written notice to their supervisor.
- E. Employees must submit a written request for vacation to their supervisor at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
- F. Employees accrue vacation during a particular fiscal year (July 1 to June 30). An employee may carry over up to 10 days of unused vacation as of June 30 of each year which then must be used by the following January 31 or will be forfeited unless otherwise approved in writing by the District.

## ARTICLE 11 - GROUP INSURANCE

### **11.1 Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District.

### **11.2 Insurance Eligibility**

Full-time: For purposes of Article 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. The District will contribute up to the amounts lists in Art. 11.3 to 11.10 to the coverage selected by eligible employees:

Part-Time: For purposes of Article 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week hours per the following shall apply:

- A. District contribution to the health insurance program shall be one-half (1/2) the applicable amounts stated in Sections 11.3A and 11.3B.
- B. District contribution to dental insurance shall be one-half (1/2) the amount stated in Section 11.4.
- C. Group income protection (LTD) as in force in Section 11.5.
- D. Life insurance in one-half (1/2) the amount stated in Section 11.6.
- E. For purposes of Section 11.9, it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.
- F. Those Educators regularly scheduled less four (4) hours per day than 1,040 hours per year will not be eligible for benefits.

### **11.3 Employer Contributions**

#### **A. District Health Insurance Program Non-Deductible/Standard:**

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2019	\$505/mo	\$860/mo	\$1,203/mo
July 1, 2020	\$505/mo	\$860/mo	\$1,203/mo

#### **B. District Health Insurance Program Deductible/VEBA:**

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2019	\$570/mo	\$1,170/mo	\$1,550/mo
July 1, 2020	\$600/mo	\$1,240/mo	\$1,650/mo

- C. Effective for July 1, 2021 the District will make the following contributions to either the Standard Plan A or Deductible/VEBA Plan B until such time as the 2021-23 contract is negotiated:

District Contributions	Employee	Employee + 1	Family
July 1, 2021 - Plan A Standard	\$505/mo	\$860/mo	\$1,203/mo
July 1, 2021 - Plan B VEBA	\$625mo.	\$1,280/mo.	\$1,700/mo.

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount at the beginning of the plan year.

#### **11.4 Dental Insurance**

The District shall contribute toward a portion of the premium for dental insurance for the 2019-2021 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	Employee	Family
July 1, 2019	\$52/mo	\$95/mo
July 1, 2020	\$52/mo	\$95/mo

In the event that a successor agreement has not been entered into by July 1, 2021, the District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2020.

#### **11.5 Group Income Protection – Long Term Disability (LTD)**

- A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income.
- C. When an Educator is placed on long-term disability under the provisions of this section, the District shall continue the District's contribution in the dollar amount in effect at such time for the disabled employee toward the group medical plan as provided in Sections 2A or 2B of this Article for a period of five (5) years from the date of placement on long-term disability, or the occurrence of the employee's 65th birthday, whichever occurs first.

#### **11.6 Life Insurance**

The District shall provide a group term life insurance plan providing \$50,000 annual salary of life insurance for each employee employed by the District who is eligible for and is enrolled in the life insurance plan. Upon retirement and until the age of 65, employees shall be eligible to continue participation in the group term life insurance plans, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such coverage.

#### **11.7 Health Care Savings Plan (Hired on or after 7-1-1999)**

- A. Employees hired on or after July 1, 1999 and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP). Employees hired prior to July 1, 1999 and eligible for health insurance coverage and who elected this plan in lieu of retiree health insurance may continue to participate in this HCSP with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (Appendix C) in the future.
- B. Employees who have completed full years of employment by June 30<sup>th</sup> of any year after 2005 and who are eligible for health insurance coverage will receive the following District contributions to be placed in the employee's HCSP account:
  - \$1,000 annually for five (5) to nine (9) completed years of service
  - \$2,500 annually for 10-14 completed years of service
  - \$5,000 annually for 15 full years of service
- C. The maximum total District contributions to any employee's HCSP account will be \$50,000.

### **11.8 Claims Against the District**

It is understood that the District's only obligation under Article 11 is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

### **11.9 Duration of Insurance Contribution**

An employee is eligible for monthly District contributions as provided in Article 11 as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease on the last day of the month in which the employee terminated.

### **11.10 Continued Coverage**

Employees shall be eligible to continue participation in the District health insurance plan through COBRA coverage, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

- A. The employee retires prior to the age of Medicare Eligibility;
- B. Is at least 55 years of age; and
- C. Has completed at least ten (10) years continuous service in the District.

The employee's right to continue participation in such group insurance; however, shall discontinue upon reaching the age of Medicare Eligibility. The right to participation pursuant to this Section 11.10 shall not be retroactive in application.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.1 Basic Leave Allowance**

Employees working 12 month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive ten (10) days. The leave allowance of paid days shall be granted for each full school year provided an employee is scheduled at least four (4) hours per day and has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit. An employee employed at least four (4) hours per day but less than eight (8) hours per day shall accrue and use basic accumulated leave on a pro-rata basis.

### **12.2 Sick Leave**

- A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable period 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. (Minn. Stat. §181.9413).
- B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in Section 12.2.
- C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.
- D. In the event that a medical certificate will be required, the employee will be so advised in writing.
- E. For necessary absence because of illness in the immediate family, the employee, upon approval of the responsible administrator, may use up to five (5) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be

interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 12.2.A.

- F.** For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- G.** In the event an employee, in a particular year, has fully utilized the number of days provided in Sections 12.2.E and 12.2.F for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.
- H.** The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:

  - 1. Family Leave

    - a. The birth of a child of the employee and in order to care for such child.
    - b. The placement of a child with the employee for adoption or foster care.
  - 2. Medical Leave

    - a. To care for a family member who has a serious health condition.
    - b. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.
- I.** Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections A- H of this Article.
- J.** After basic accumulated leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of basic accumulated leave may be granted by the Director of Human Resources.
- K.** At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, so long as the LTD policy allows, such employee will be allowed to coordinate the use of LTD and basic leave pay so as not to receive more than the employee's full regularly scheduled salary payment. Only the fraction of the regular pay not covered by LTD will be deducted from the employee's accrued basic accumulated leave.
- L.** If an employee is injured on the job in the service of the District and is collecting Worker's Compensation Insurance as well as drawing on basic accumulated leave and receiving full salary from the District, the employee's salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued basic accumulated leave.

### **12.3 Personal Leave**

- A.** An employee scheduled at least four (4) or more hours per day may be granted personal leave at the discretion of their supervisor of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Events which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's immediate attention which cannot be attended to when school is not in session and which are not covered under other policies.
- B.** Requests for such leave must be made to the immediate supervisor using the District's online time-off system at least two (2) days in advance, except in cases of emergency. If an emergency makes it impossible to submit a written request for personal leave in advance, an oral request shall be submitted to their supervisor and then confirmed submitting the request online immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave.
- C.** A personal day normally shall not be granted for the days preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.
- D.** In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Director of Human Resources and such leave shall be deducted from the employee's basic accumulated leave.

### **12.4 Bereavement Leave**

Employees eligible for sick leave also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 12.2). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and may depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased, and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available sick leave. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2), may be granted based overall qualifying attendance and ability to cover the assignment. Any of these days granted would be deducted from available sick leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request.

### **12.5 General Leaves of Absence**

- A.** Employees scheduled at least four (4) or more hours per day may apply for an unpaid leave of absence subject to the provisions of Section 12.5. The granting of such leave shall be at the discretion of the District.
- B.** Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C.** An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the

District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.

- D. An employee on leave of absence under Section 12.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of thirty (30) days or less granted under Section 12.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. An employee on leave of absence under Section 12.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 12.5 of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under Section 12.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 12.5 of more than thirty (30) days shall be determined by the District.

#### **12.6 Child Care Leave**

- A. The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of Section 12.6. For purposes of Section 12.6, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Director of Human Resources in writing not later than the end of the sixth month of her pregnancy and the expected dates of leave.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to ARTICLE 15 of this Agreement.

- G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 12.6.
- H. An employee on leave of absence under Section 12.6 shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

### **12.7 Military Leave**

Military leave shall be granted pursuant to applicable laws.

## **ARTICLE 13 – DEFERRED COMPENSATION**

### **13. Deferred Compensation Matching Program**

Eligible employees include (a) employees hired on or after July 1, 1990 and (b) employees hired prior to July 1, 1990 who elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix C – Severance). All eligible employees will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.C. District contributions for full-time employees. Employees working less than full-time will receive contributions on a pro-rata basis.

- A. Eligible employees must elect to participate in the deferred compensation program during the open enrollment period each year. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- C. The District will match eligible employee's contributions up to the following amounts annually:
  - \$500 maximum: Employees who have completed 0-4 years of service in the District.
  - \$750 maximum: Employees who have completed 5 years of service in the District.
  - \$1,000 maximum: Employees who have completed 10 years of service in the District.
  - \$1,250 maximum: Employees who have completed 15 years of service in the District.
  - \$1,500 maximum: Employees who have completed 20 years of service in the District.
- D. District participation in the program will not exceed \$30,000.

## **ARTICLE 14 - VACANCIES AND TRANSFERS**

### **14.1 Posting of Vacancies**

All permanent vacancies will be posted on the District website for a minimum of five (5) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures.

### **14.2 Application for Vacancies**

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to this Article 14.

### **14.3 Application of Seniority**

Seniority shall be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 14.4 herein. For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

### **14.4 Promotional Positions**

- A. In filling any vacancy, the position shall be filled by the District with the best qualified candidate. In making its determination, the District shall consider the employee's qualifications and seniority with the District, along with other relevant factors.
- B. Employees promoted to a higher classification shall be placed on the step in the higher classification pay range that is not less than their current rate of pay and provides an increase of at least 5% on the salary schedule. This provision shall not be retroactive.

### **14.5 Filling of Vacancies**

Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All internal applicants will be given written notification by the District indicating whether or not they are successful candidates.

### **14.6 Outside Applicants**

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

### **14.7 Voluntary Transfers**

- A. Employees desiring a transfer shall submit a written request to the appropriate supervisor stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

### **14.8 Administrative Transfers**

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with the employee prior to final disposition. In the case of such administrative transfers, the District shall make an effort to provide transferred employees with positions of comparable pay and hours.

## **ARTICLE 15 - STAFF REDUCTION AND LAY OFF**

### **15.1 Procedures**

In the event of staff reduction, personnel shall be laid off or have hours reduced pursuant to the provisions of this Article.

### **15.2 Seniority**

For the purpose of this Article, all personnel who are regularly scheduled to work six (6) hours or more per day shall have seniority commensurate with their total continuous years of service in a position within this Group. Seniority shall be by job title. In the event that there is a tie in seniority that tie will be broken by the total seniority in the District. In the event that there still is a tie based on total District seniority, then the tie shall be broken by lot. This tie breaker shall apply only to lay off situations and shall not be applicable for any other purposes in this contract.

### **15.3 Lay offs and Recall**

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for cause, the selection of personnel for being laid off shall be made in reverse seniority order. Exceptions to seniority order will be made for staff who would move from School Age to Early Childhood or from Early Childhood to School Age. These placement changes will be made based on the minimum qualifications and equivalencies defined by NAEYC and MnSACA.

- A. **NAEYC Minimum Qualifications:** As of 2008 through 2015, the minimum teacher qualifications for NAEYC is a CDA or a minimum of 12 college credits (semester hours) in early childhood education, child development, elementary education or early childhood special education that encompasses child development and learning of children birth through kindergarten; family and community relationships; observing, documenting, and assessing young children; teaching and learning; and professional practices and development.
- B. **MNSACA Minimum Qualifications:** As of 2008, the minimum Child Care Educator requirements are a Bachelor's Degree in related field; or, three months experience and a Bachelor's Degree in an unrelated field with three credit hours in child and youth development and three credit hours in other School Age Child Care programming; or, six months experience and an AA Degree or two years of college in a related field or equivalent with three credit hours in child and youth development and three credit hours in other School Age Child Care programming; or, one year experience with an AA Degree or two years of college in unrelated field with three credit hours in child and youth development and three credit hours in other School Age Child Care programming.

### **15.4 Recall Rights**

Laid off employees shall retain their seniority and right to recall for a period of eighteen (18) months after date of lay off.

- A. Recall rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months, if terminated by reason of staff reduction. A benefit eligible employee who accepts a non-benefit eligible position retains recall rights for the remaining 18 months from the initial lay-off.
- B. Displaced employees as a result of staff reduction who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.
- C. Employees who have been laid off pursuant to Section 15.3 and have recall rights pursuant to Section 15.4 will be recalled in seniority order to any available position within the bargaining unit provided they are qualified for the positions that become available.

## **ARTICLE 16 - PROBATIONARY PERIOD**

### **16.1 Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District during which time the 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 contract alleged to have been violated.

The District believes that employees are our greatest asset in impacting the lives of students and the community we serve. We also want to ensure that new employees have the opportunity to develop to their full potential. Supervisors will provide feedback to probationary employees to set expectations and let employees know how they are doing. Supervisors will meet with probationary employees using the forms provided by Human Resources to review expectations, standards of performance and training options. Prior to any decision to release an employee during probation, the supervisor will discuss areas of concern with Human Resources for guidance. The supervisor will then meet with the employee to reinforce expectations and provide written feedback on any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

### **16.2 Probationary Period – Change of Classification**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of sixty (60) calendar days in any such new position. During this sixty (60) day probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall reassign the employee to his/her former position.

### **16.3 Completion of Probationary Period**

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

## **ARTICLE 17 - EVALUATION**

### **17.1 Formal Evaluation**

All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

### **17.2 Procedure**

All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based upon the criteria established in the job description or by the District.

## **ARTICLE 18 - CORRECTIVE ACTION**

### **18.1 Corrective Action**

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any formal discipline. Normally, the District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or discharge.

### **18.2 Grounds for Disciplinary Action**

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.6. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1.

### **18.3 Opportunity to Meet**

Suspension without pay shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 18.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District office administrator may act as the Superintendent's designee for purposes of this section.

### **18.4 Subject to Arbitration**

Suspension without pay shall take effect only after written notification from the Superintendent to the employee and group representative stating the grounds for suspension without pay. The exclusive representative for employees in the group shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

### **18.5 Time of Suspension**

Suspension without pay 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. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

### **18.6 Suspension with Pay**

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

### **18.7 Application of Suspension Without Pay**

Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 Purpose and Procedure**

- A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
- B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

### **19.2 Representative**

The grievant shall be represented during all of this procedure by the CE Educator Group representative. The District shall be represented during all steps of this procedure by its designated representative.

### **19.3 Grievance Definition**

A "grievance" shall mean an allegation by a member covered by this agreement resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

### **19.4 Definitions and Interpretations**

- A. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. Working Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.

- E. Computing Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. Filing/Service of Process: The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
- G. Grievance Form: The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (See Appendix B.)

#### **19.5 Adjustment of Grievance, Time Limitation and Waiver**

The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the District in the following manner:

##### **Informal**

If an employee or the exclusive representative believes there has been a grievance, the employee and representative shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and unit representative acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and representative, written consent signed by employee and representative, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

##### **Formal**

- A. Level 1: The formal written grievance, signed by the employee involved and approved by the representative must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and representative may file a formal written grievance within fifteen (15) days after the informal grievance submission, if no response has been received by that time. The responsible supervisor shall meet with the employee and representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance to the representative within ten (10) days of the meeting. The unit representative has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. Level 2: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and representative presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and his/her representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The unit representative has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the Superintendent.

- C. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the unit representative may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
- D. Mediation: Provided both parties (CE Educator Group and the District) agree in writing, the grievance taken directly to Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

#### **19.6 Arbitration**

- A. Procedure: In the event that the parties (CE Educator Group and the District) are unable to resolve a grievance it may be submitted to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the unit representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The unit representative and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant shall be represented by unit's representative. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. 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 P.E.L.R.A. 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.
- E. 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 shall be made of the hearing 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 which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
- F. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

#### **19.7 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 ARTICLE 19. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to Section 19, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 19.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

### **ARTICLE 20 - MISCELLANEOUS**

#### **20.1 Mileage Allowance**

Mileage allowance shall be paid for-authorized use of personal cars in connection with District business in an amount determined by District policy. The mileage allowance shall be in accordance with IRS guidelines.

#### **20.2 Excess Liability Coverage**

The District shall provide automobile liability insurance coverage for employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

#### **20.3 Hold Harmless Clause**

The District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify employees from any and all demands, claims, suits, actions and legal proceedings brought against them in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

#### **20.4 Publication of the Agreement**

Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed.

## **ARTICLE 21 - DURATION**

### **21.1 Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

### **21.2 Effect**

This Agreement constitutes the full and complete Agreement between the District and CE Educator Group. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

### **21.3 Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

### **21.4 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.

## SIGNATURES

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

For:

CE Educator Employees

  
Authorized Representative

  
Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

For:

St. Louis Park Public Schools

  
Chairperson

  
Clerk

  
Superintendent

  
Human Resource Director

Dated 3/10/2020

Dated March 10, 2020

**SCHEDULE A -**  
**2019-20 Salary Schedule – CE Educator Employees**

Effective July 1, 2019

STEP	SAC1	SAC2	SAC3	Preschool Educ 1	Preschool Educ 2
1	\$15.00	\$16.00	\$17.25	\$17.25	\$17.93
2	\$15.25	\$16.25	\$17.78	\$17.78	\$18.53
3	\$15.50	\$16.50	\$18.34	\$18.34	\$19.10
4	\$15.75	\$16.75	\$18.89	\$18.89	\$19.64
5	\$16.00	\$17.00	\$19.38	\$19.38	\$20.14
6		\$17.25	\$20.03	\$20.03	\$20.79
7		\$17.50	\$20.59	\$20.59	\$21.35
8			\$21.37	\$21.37	\$22.13
9			\$22.26	\$22.26	\$23.02
10			\$23.18	\$23.18	\$23.94
11			\$24.40	\$24.40	\$25.16
12			\$25.65	\$25.65	\$26.41

**Career Increments** –The basic salary schedule is made up of Steps 1-12. The career increments shall be paid to eligible employees based on the following schedule. The amounts shown below are noncumulative and additional pay per hour above the schedule amount shown in the table above:

15 years completed experience	\$1.00
20 years completed experience	\$1.25
25 years completed experience	\$1.50

**Premium Pay Assignments** - Additional per hour above the schedule amount:

1. Class Leader- Preschool: \$1.00/hr
2. Site Leader- School-Age (SAC): \$2.25/hr

Preschool Educator 2-(NAEYC) \*requires the Educator meeting NAEYC Teacher standards and be working in a NAEYC accredited preschool classroom assignment.

**SCHEDULE B -**  
**2018-19 Salary Schedule – CE Educator Employees**

Effective July 1, 2020

STEP	SAC1	SAC2	SAC3	Preschool Educ 1	Preschool Educ 2
1	\$15.15	\$16.16	\$17.42	\$17.42	\$18.11
2	\$15.40	\$16.41	\$17.95	\$17.95	\$18.72
3	\$15.66	\$16.67	\$18.53	\$18.53	\$19.29
4	\$15.91	\$16.92	\$19.08	\$19.08	\$19.84
5	\$16.16	\$17.17	\$19.58	\$19.58	\$20.34
6		\$17.42	\$20.23	\$20.23	\$20.99
7		\$17.68	\$20.80	\$20.80	\$21.56
8			\$21.59	\$21.59	\$22.35
9			\$22.48	\$22.48	\$23.25
10			\$23.41	\$23.41	\$24.18
11			\$24.65	\$24.65	\$25.41
12			\$25.91	\$25.91	\$26.68

**Career Increments** –The basic salary schedule is made up of Steps 1-12. The career increments shall be paid to eligible employees based on the following schedule. The amounts shown below are noncumulative and additional pay per hour above the schedule amount shown in the table above:

15 years completed experience	\$1.00
20 years completed experience	\$1.25
25 years completed experience	\$1.50

**Premium Pay Assignments** - Additional per hour above the schedule amount:

1. Class Leader- Preschool: \$1.00/hr
2. Site Leader- School-Age Care (SAC): \$2.50/hr

Preschool Educator 2-(NAEYC) \*requires the Educator meeting NAEYC Teacher standards and be working in a NAEYC accredited preschool classroom assignment.

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## **APPENDIX A: Educator Employee Job Titles**

### **2019-2021**

SCHOOL AGE CARE EDUCATOR (SAC Levels 1-3)

PRE-SCHOOL EDUCATOR 1

PRE-SCHOOL EDUCATOR 2\*

\* To receive the Pre-School Educator NAEYC premium, the educator must be currently assigned to work in a NAEYC accredited preschool classroom and hold a current Child Development Associate's degree (CDA) or baccalaureate degree in early childhood education, child development, elementary education, or early childhood special education, and this training encompasses child development and learning of children birth through kindergarten; family and community relationships; observing, documenting, and assessing young children; teaching and learning; and professional practices and development. The eligible positions and programs will be identified by the District.

## **APPENDIX B: Provisions that apply to employees hired prior to specified dates**

### **Retiree Insurance (formerly Article 10 Section 7 for employees hired prior to 7/1/1999)**

#### **Article IX –GROUP INSURANCE**

**Section 7 — District Medical Insurance Contribution for Eligible Retirees:** An employee retiring with severance pay shall be eligible for insurance benefits as follows:

**Subd. 1.** The employee shall be eligible to continue participation in the district group medical insurance plan, if permitted by the terms of the policy with the insurance carrier, until the date of the employee's 65th birthday. The employee shall pay the entire premium for such coverage.

**Subd. 2.** An employee who has reached the age of Medicare Eligibility and has maintained continuous coverage, and has a spouse less than age sixty-five (65) shall be eligible to purchase group medical insurance at group rates covering such spouse by paying the entire premium for that coverage, until the time the spouse reaches the age of Medicare Eligibility or upon the expiration of five (5) years from the date the employee reached the age of Medicare Eligibility whichever occurs first.

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### **SEVERANCE PAY (formerly Article 13 for employees hired prior to 7/1/1999)**

#### **ARTICLE XI - SEVERANCE PAY**

**Section 1. Eligibility:** Full-time Educators covered by these terms and conditions of employment who have completed at least eighteen (18) years of continuous service with the District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to these provisions upon submission of a written resignation accepted by the board. Such resignation must be received not later than sixty (60) days prior to the date of retirement. Severance pay shall not be granted to any employee who is discharged for cause by the District.

**Section 2. Number of Days:** An eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by one-fourth (1/4) times the employee's number of unused leave days, but in any event not to exceed twenty (20) days of pay.

**Section 3. Daily Rate of Pay:** In applying these provisions an employee's daily rate of pay shall be the average daily pay rate over the last twelve (12) month period and shall not include any additional compensation for overtime or other extra compensation.

**Section 4. Payment:** Employees will not receive any direct payment from the District for severance pay. Payment will be made directly into the employee's 403b custodial account or other tax-sheltered provision of the Internal Revenue Code. The District's annual contribution into the employee's 403b custodial account or other tax-sheltered provision pursuant to Minn. Stat. § 356.24 and provisions of the Internal Revenue Code shall not exceed the annual IRS contribution limit for such contributions. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan as agreed upon by the District and the exclusive representative for such plans pursuant to the provisions of Minn. Stat. § 356.24, consistent with IRS limitations and consistent with the payment schedule as provided in the collective bargaining agreement.

## **APPENDIX C:     TEACH AND RETAIN EDUCATIONAL BENEFITS**

This section is for information purposes only and may be changed at any time by the District based on funding or other business related reasons.

### **TEACH and RETAIN Educational Benefits Program**

CE Educators who have worked for Kids Place for six (6) months or longer are encouraged and supported to increase their levels of education, compensation, and commitment to the field by earning college credits and degrees.

TEACH scholarships are offered through Child Care Aware Minnesota for funding to take credits toward an associate's degree or bachelor's degree in Child Development or Early Childhood Education. Kids Place will sponsor your participation in the program if you are accepted. Application details here:

<https://www.childcareawaremn.org/providers/grants-and-scholarships/teach-scholarships/>

CE Educators working full time at Kids Place may qualify for RETAIN bonuses through Child Care Aware Minnesota reward child care professionals who have a demonstrated a commitment to the field by continuing their education and professional development. Bonus applications are accepted April 1- May 31 each year. Bonuses are awarded annually and range from \$500 to \$,3500.

<https://www.childcareawaremn.org/providers/grants-and-scholarships/reetain-bonuses/>

## APPENDIX D:

## GRIEVANCE REPORT FORM

St. Louis Park Public Schools

Name: \_\_\_\_\_ Building \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Unit Representative