



Achieving success, one student at a time!

2019-2021

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 283

St. Louis Park, Minnesota

and

EDUCATION MINNESOTA SPARK, LOCAL 7358

Board Approved 11-12-2019

Effective through June 30, 2021

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ARTICLE 1 -PURPOSE

1.1. Parties:

This Agreement is entered into between the St. Louis Park Public Schools, Independent District No. 283, St. Louis Park Minnesota, hereinafter referred to as the School District, and the Student Support Unit, hereinafter referred to as EM SPARK, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for clerical personnel during the duration of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1. School Board or District:

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

2.2. Student Support Personnel:

For purposes of this Agreement, the term personnel or employees shall mean those individuals designated EM SPARK, included in the appropriate unit as stated in Article 3.2.

2.3. Seniority:

For purposes of this Agreement, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of twenty (20) or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants.

2.4. Layoff:

For the Purposes of this agreement Layoff shall mean the elimination of a position or reduction in hours by the District which results in the total loss of hours or a reduction in hours for an employee covered by this agreement. A laid off employee is defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

2.5. Appropriate Supervisor:

For purposes of this Agreement, the term appropriate supervisor shall mean the building principal or other immediate supervisor as designated by the District.

2.6. P.E.L.R.A:

References to P.E.L.R.A in this agreement shall mean the Minnesota Public Labor Relations Act in Minnesota Statutes as of 2017.

2.7. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by 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 EM SPARK as the exclusive representative of student support personnel as defined in Section 2 below, employed by the District of Independent School District No. 283. EM SPARK shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

3.2. Appropriate Unit:

EM SPARK shall represent all student support staff of Independent District No. 283, St. Louis Park, Minnesota, in the job classifications listed in Appendix A who are employed for fourteen (14) or more hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit (10.5 hours per week for this SPARK 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.

3.3. School Buildings and Facilities:

EM SPARK shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The District reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

3.4. Union Business Leave:

EM SPARK shall have up to 25 days of Union Business Leave available to members to use within each school year. The Union will reimburse the District for the cost of substitutes needed to cover for the person on this leave. District scheduled or approved events that have mutual benefit to the District will not be charged against this 25-day total.

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 and to uphold the specific provisions of this agreement.

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 have 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 EM SPARK.

5.2. Right to Join:

In compliance with P.E.L.R.A. 179A.06, Subd. 2, personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

5.3. Request for Dues Deductions:

In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues deductions for EM SPARK provided that dues deductions and the proceeds thereof shall not be allowed to EM SPARK if it has lost its right to dues check off pursuant to 179.19, Subd. 7 of P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to EM SPARK during the period provided in said authorization.

5.4. Credit Union:

The District shall allow a payroll deduction plan to a credit union or other eligible banking institutions that accept standard ACH deductions.

5.5. Personnel Files:

All evaluations, supervisor's records, and files generated within the District relating to each employee shall be available during regular school business hours to each individual employee. Upon reasonable notice, the employee shall have the right to review the contents of all files being kept within the district at the location of the office of Human Resources. 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.

5.6. Private and Personal Life:

The private and personal life of an employee, is not within the appropriate concern of the District providing such private and personal life does not adversely affect the employee's performance or ability to perform.

5.7. Information:

In compliance with P.E.L.R.A. 179A.13, Subd. 2 (11), EM SPARK shall have access, upon reasonable notice, to receive any available financial information, not deemed confidential, necessary for EM SPARK to exercise its responsibilities as exclusive representative.

ARTICLE 6 - THE WORK YEAR**6.1. Employee Duty Days:**

The employee 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 as determined to conduct school. The District and SPARK will meet and discuss the number of duty days and the specific work calendars for the next work year, typically by May 1 of each year.

6.2. School Closings:

In the event of any school closing, employees will report for duty only if so requested by an appropriate supervisor. 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 all other employees are required to make up such days.

6.3. Holidays:

- A. Eligibility: For purposes of this Article, it is understood and agreed by the parties that holiday pay shall be allowed only to those personnel who are employed at least twenty (20) or more hours per week. In order to be eligible for holiday pay, an employee must 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.
- B. Holidays for twelve (12) month employees 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, Martin Luther King Jr. Day, Presidents' Day, Good Friday and Memorial Day.
- C. Holidays for those employees working on a less than twelve (12) month basis shall include: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday and Memorial Day.
- D. Employees hired whose contract ends prior to winter and/or spring break are not eligible to holiday pay during that time.
- E. School in Session: The District reserves the right, if school is in session to cancel any of the above holidays and establish another 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 Hours:**

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 will receive notice from their supervisors by June 1 each year of the expected assignment for the next school year. Employees will have access in the Employee Portal to their assignment details by August 1. The notice will include 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. In the event of a change in assignment, employees shall be given written notice of at least five (5) days. In an emergency, the District shall notify an employee of an assignment change and follow-up within five (5) days with the change in writing.

7.2. Work Week:

The maximum work week for full time employees shall be forty (40) hours per week and no more than five (5) days per week.

7.3. Duty Free Lunch:

The District and EM SPARK recognize that employees working six (6) or more hours per day are entitled to a duty free lunch period, but that occasionally issues regarding scheduling may arise. In the event of conflict, and only with prior approval from the appropriate supervisor, an employee shall be allowed to voucher for her/his lunch period.

7.4. Breaks:

The District and EM SPARK recognize the benefits of providing breaks to employees. The District will make every reasonable effort to schedule a break of not less than ten (10) minutes during the work day for every four (4) hours of work scheduled. Such breaks shall be scheduled based upon factors including, but not limited to, the needs and requirements of the program. The scheduling of breaks is subject to the discretion of the appropriate supervisor. If issues should arise regarding the scheduling and/or the duration of breaks, the employee shall raise such issue with their supervisor and/or the Director of Human Resources.

ARTICLE 8 - BASIC COMPENSATION**8.1. Rates of Pay:**

The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be part of the Agreement for the 2019-2020 and 2020-2021 school years. Employees shall advance on the salary schedule one (1) step for each additional year of service, during this contract period, subject to the right of the School Board to withhold increments for just cause and subject to criteria in Section 8.2 below. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. Any employee who is not satisfied with the outcome of this procedure may file a grievance on the matter.

8.2. Anniversary Date:

The anniversary date for all employees shall be July 1. To advance to the next step on the anniversary date, employees must have been actively employed from at least January 15th to the anniversary date.

8.3. Method of Payment:

- A. Employees regularly employed two hundred (200) or more days per year shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15th) and last day of each month.
- B. Employees regularly employed for less than two hundred (200) days per year shall elect to receive their salary in nineteen (19) or twenty-four (24) equal payments. Such pay election shall be made on a form provided by the District and shall remain in effect from year to year unless the employee provides the District with written notice electing a different pay option prior to July 1, of any year.
- C. Except in cases of termination of employment, the pay plan elected shall not be changed during the course of the period covered by the selection.
- D. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- E. 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 the Union not less than six (6) months of notice and meet and confer on the plan for implementing the change.

8.4. 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.

8.5. Initial Placement:

New employees may be hired up to Step 5 of the salary schedule with credited outside experienced verified by the Human Resource Department. If the District wants to make an initial placement above Step 5 with verified experience, the District will need to meet with SPARK and the step placement must be mutually agreed upon. An EM SPARK employee who has left the District and is rehired shall be allowed to return with salary placement on at least the step at which they left or higher appropriate step placement based on experience and step advancement in this Article.

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENTS**9.1. Overtime:**

Scheduled overtime work after forty (40) hours per week and on Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half (1-1/2).

9.2. Comp Time:

Employees scheduled to work above or beyond their assigned contractual duty hours shall be allowed personal time or salary vouchered hours in lieu thereof, as determined by and with the pre-approval of their building principal or site coordinator.

9.3. Classroom Substitute:

Employees with appropriate licensure, who are requested by their building principal or designee/site supervisor to substitute for a certified staff member shall be paid at the certified substitute hourly rate in effect or the employee's current hourly rate, whichever is higher.

9.4. Jury Duty:

Employees required to serve jury duty shall be paid for the time of service and provide any payment received by the courts minus mileage and parking amounts back to the District. Employees who are released from Jury Duty during the day are expected to return to their site if released by noon of any work day.

ARTICLE 10 - VACATIONS**10.1. Eligibility:**

Regularly employed persons shall accrue vacation leave within one of the following groups:

Group A - Forty-six (46) through fifty-two (52) week employees, including childcare personnel who work twelve months or 52 weeks.

Group B - Less than forty-six (46) week employees working at least one thousand (1,000) hours per year.

10.2. Earned Vacation:

A. Group A eligible employees shall accrue vacation as follows:

- 5/6 of a day for each month of service for each year during the first four (4) years of service in the District, to a maximum of ten (10) days in any one year.
- 1-1/4 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of fifteen (15) days in any one year.
- 1-2/3 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty (20) days in any one year.
- 2-1/12 days for each month of service for each year after completing sixteen (16) years of service in the District, to a maximum of twenty-five (25) days in any one year.
- One additional day each year thereafter to a maximum of thirty (30) days per year.

B. Group B eligible employees shall accrue vacation as follows, and subject to Section 10.5:

- Two (2) days of vacation per year.

Group B employees hired BEFORE January 1, 1991 shall accrue six (6) days of vacation and also subject to Section 10.5.

10.3. Application:

- A. Vacation amounts will accrue as of July 1, of each year.
- B. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least two (2) weeks of advance notice of the employee's resignation time, unless such termination is by reason of death or disability.

10.4. Other Vacation Rules:

- A. Employees must submit an online request for vacation to their supervisor using the District's time off employee portal at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
- B. Employees accrue vacation during a particular fiscal year (July 1 to June 30). Vacation accrued as of June 30 of each year must be used by August 31 of the next calendar year or will be forfeited unless otherwise approved in writing by the District. There will be no payment in lieu of vacation for those individuals in Group A of 10.1 unless mutually agreed to by the employee and the District.
- 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. For example, an employee entitled to ten (10) vacation days who is regularly scheduled to work five (5) hours per day, earns 5 hours of vacation time for each of the 10 vacation days the employee is entitled to.

10.5. Application:

For the purposes of this Article, Group B employees hired after January 1 1991 who thereafter become Group A employees (employees who work forty-six (46) through fifty-two (52) weeks per year) shall accrue and take vacation pursuant to Article 10, provided that accruals shall be based only upon service as Group A employees.

ARTICLE 11 - GROUP INSURANCE**11.1. Eligibility:**

For purposes of this Article 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 per the following shall apply:

- A. District contribution to the District health and Dental Insurance programs shall be one-half (1/2) the applicable amounts stated in Sections 11.3-11.6.
- B. Group income protection (LTD) as in force per 11.7.
- C. Life insurance in one-half (1/2) the amount stated in Section 11.8.
- D. For purposes of this section it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

11.2 Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Association to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2019-2021 Health 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 any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

11.3 Employer Contribution:

The District will contribute up to the following amounts to the coverage selected by eligible employees:

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	\$560/mo	\$1,100/mo	\$1,550/mo
July 1, 2020	\$580/mo	\$1,160/mo	\$1,600/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 Married Couples:

Effective starting in the 2018-19 school year, in the case of two SPARK employees who are both covered by this agreement and married to each other, the couple may elect to have both employees participate in the VEBA program separately with one health insurance policy coverage as long as this election is cost neutral or may create a cost savings for the District. Beginning July 1, 2018, for employees that are married to each other and participating in the VEBA program, the District shall contribute an additional amount toward the employee contribution of an amount not to exceed the single VEBA contribution for that year.

11.5. Marital Status:

For employee plus one and family coverage, marriage is defined by state statute. (MN 2017 Legislation-Section 517.01)

11.6 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	\$90/mo
July 1, 2020	\$52/mo	\$90/mo

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

11.7. Group Income Protection (Long-Term Disability):

The District shall pay the premium for the income protection insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the group income protection plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$5,000 per month.

- A. When an employee is placed on long-term disability, the District shall contribute the dollar amount of single coverage in effect at the time the employee goes on disability, regardless of the employee's level of coverage. The District shall pay no more than the single amount in effect at the time of the onset of the employee's disability.

- B. The District shall contribute this amount toward the group health insurance program for a period of three (3) years from the date of long-term disability placement or the occurrence of the employee's age of full Social Security, whichever comes first.

11.8. Life Insurance:

The District shall provide a group term life insurance plan providing \$50,000 of life insurance for each employee employed by the District who is eligible for and is enrolled in the life insurance plan.

11.9. Health Care Savings Plan in Lieu of Retiree Health Insurance for employees hired after July 1, 2005:

Employees hired after July 1, 2005, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance. Employees hired prior to July 1, 2005, and eligible for health insurance coverage (See Appendix A – former provisions) who previously elected to participate in this HCSP will continue in this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program in the future. Employees who have completed the number of full years of employment by June 30th of any year after 2005 and who are eligible for health insurance coverage will receive the following annual contribution from the District to be placed in the employee's HCSP account:

\$ 0 annually	Completed 0-4 years in the District.
\$ 1,000 maximum annually	Completed 5-9 years in the District
\$ 2,500 maximum annually	Completed 10-14 years in the District
\$ 5,000 maximum annually	Completed 15+ years in the District

The maximum total district contribution that any employee can receive under this section is \$50,000. The District will make deposits into the employee's HCSP account on a quarterly basis.

11.10 Claims Against the District:

It is understood that the District's only obligation under this Article 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.

11.11 Duration of Insurance Contribution:

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

11.12. Continued Coverage (COBRA):

Employees 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, by paying the entire premium for such insurance, under the following circumstances:

- A. the employee retires prior to age 65;
- 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 subdivision shall not be retroactive

ARTICLE 12 - LEAVES OF ABSENCE**12.1. Eligibility:**

For purposes of this section it is understood and agreed by the parties that to be eligible for the Leave Allowance in 12.2 and Sick Leave in 12.3 the employee must be employed at least 20 duty days per year and is regularly scheduled for at least four (4) hours per day.

12.2. Basic Leave Allowance:

A leave allowance of twelve (12) days with pay shall be granted for each full school year provided an employee has served for a minimum of twenty (20) duty days each year and is regularly scheduled at least four (4) hours per day. Leave not used during any school year shall accumulate without limit.

12.3. Sick Leave:

- A. An employee may use one (1) day of accumulated paid leave for each day of personal illness. An employee may use one (1) day of accumulated paid 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 this section.
- 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. It is each employee's responsibility to record their time off correctly. Basic accumulated leave pay shall be electronically submitted by the employee. The employee may ask for help from their supervisor, building or program administrative assistant or human resources.
- F. 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 and mother-in-law. In the case of a son or daughter less than eighteen (18) years old, refer to subdivision 1 of this section.
- G. 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: grandparents, grandchildren, 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.
- H. In the event an employee, in a particular year, has fully utilized the number of days provided in Section 12.3.F and G 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.
- I. The employee may utilize up to twelve (12) workweeks 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 which 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.
- 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. 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- I of this Article.
- L. 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 employees 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.
- M. When an employee is injured on the job in the service of the District and 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. If an employee is injured by a student while performing their job, they will not have sick leave deducted from their accumulated sick leave balance for the worker's compensation required waiting period. Sick leave taken during the waiting period will be restored after review by the Human Resource Department.
- N. For employees who experienced a reduction in hours under the provisions of Article 14 (Staff Reduction) will be able to continue to use their remaining unused basic accumulated leave allowance from 12.2 as outlined in Article 14.6.C (Reduction in Hours). An employee employed at least four (4) hours per day but less than six (6) hours per day and who experienced a reduction of hours as allowed in Article 14 (Staff Reduction) shall accrue and use basic accumulated leave on a pro-rata basis based on their new assignment.

12.4. Personal Leave:

- A. For purposes of this section it is understood and agreed by the parties that personal leave shall be allowed only to those personnel who are employed at least four (4) or more hours per day.
- B. An employee may be granted personal leave through their supervisor or building principal up to three (3) days per year, such leave will be deducted from the accumulated leave. This Personal leave allowance is for those extraordinary situations that arise requiring the employee's attention and cannot be attended to when school is not in session and which are not covered under other policies, such as Sick Leave, Vacation or other leave provisions.
- C. Requests for personal leave must be made at least two (2) days in advance using the District online time off management system, except in cases of emergency. If an emergency makes it impossible to submit a request in advance, an oral request shall be submitted to the supervisor as soon as possible and then confirmed by submitting the time off using the District's online employee time off system 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.

- D. 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.
- E. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Human Resource Director and such leave shall be deducted from the employee's basic accumulated leave bank.

12.5. Bereavement Leave:

- A. Employees eligible for basic accumulated leave also may be granted up to five (5) days bereavement leave for death in the immediate family or close family (as defined in Section 2). The amount of leave allowed under this provision is subject to the discretion of the responsible administrator 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 basic accumulated leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of the five (5) Bereavement Leave days would be deducted from available sick leave.
- B. Requests to be absent from work for other than immediate or close family (as defined in Section 12.3), may be granted based on 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. If a request is denied by the supervisor, it may be appealed to the Human Resource Director.

12.6. General Leaves of Absence:

- A. Employees may apply for an unpaid leave of absence subject to the provisions of this section. 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, alternative occupational and/or educational experiences, 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 monthly premium amounts as determined by the District.
- D. An employee on leave of absence under this section 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 this section shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. For purposes of this section it is understood and agreed by the parties that general leaves of absence shall be allowed only to those personnel who are employed at least four (4) or more hours per day.

- G. An employee on leave of absence under this section 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 this section of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under this section 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 this section of more than thirty (30) days shall be determined by the District.

12.7. 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 this section. For purposes of this section, the term childcare 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. In the interest of planning for staffing coverage, an employee shall notify the Human Resources Department in writing not later than three months prior to 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 his/her designee, taking into account the continuity 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 childcare leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from childcare leave is subject to Article 14 (Staff Reduction) 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. The employer 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 business 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 this section.
- H. An employee on leave of absence under this section 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.

12.8. Military Leave:

Military leave shall be granted pursuant to applicable law.

12.9. Staff Development:

Employees will be allowed one (1) paid day per year for elective conferences or training, not including required training or conferences, with Principal approval. This day shall not be deducted from personal leave days.

ARTICLE 13 - VACANCIES AND TRANSFERS**13.1. Posting of Vacancies:**

- A. All permanent vacancies will be posted on the District's online posting system and on other Human Resources communication vehicles used for postings for a minimum of ten (10) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. (Grant funded positions are not considered permanent positions. They are funded for the duration of the grant funding and then are eliminated. Staff in those positions do not have seniority rights for other positions.) A position may be filled temporarily pending completion of posting and application procedures. Employees who work less than twelve months per year and who wish to be notified of job vacancies which occur during the summer can search the website link to Human Resources or review the job vacancies book in Human Resources.
- B. All summer school job openings will be posted.

13.2. Application for Vacancies:

All employees under this Agreement may submit application in writing for any vacancy that is posted pursuant to this Article.

13.3. Filling of Vacancies:

Notice of candidate selection shall be given to all applicants interviewed within fifteen (15) working days after the selection has been made.

13.4. Required Training:

Any employee requested by the District to take a specific course shall be reimbursed for any fees charged for that course.

13.5. Application of Seniority:

Seniority will 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 13.6. For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

13.6. Promotion 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. If, in review of applications, the District is going to, recommend that the job be awarded to a junior employee, EM SPARK shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator.
- C. Employees promoted to a higher classification shall not change steps on the salary schedule. This provision shall not be retroactive.

13.7. 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.

13.8. Administrative Transfers:

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with EM SPARK prior to final disposition. The employee will be given the chance to discuss any hardships the move would cause for her/him. The District will review each request on a case by case basis based on the hardship caused and student needs. In the case of such administrative transfers, the District shall make an effort to provide transferred personnel with positions of comparable pay and hours.

ARTICLE 14 - STAFF REDUCTION**14.1. Procedures:**

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

14.2. Seniority:

For the purpose of this Article, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of 20 hours or more per week.

- A. Seniority shall not apply to employees whose positions are funded by State and/or Federal project grants.
- B. Seniority date ties shall be broken by District Hire Date, then by District Start Date, if still tied then the tie shall be broken by lot. All tie breakers will be done in the presence of both District and SPARK representatives.
- C. It is recognized that past history (2002-2003) of this bargaining unit left some district employees assigned positions in two (2) bargaining units in order to maintain benefits. Those employees shall exercise and maintain benefits and seniority in the unit where the majority of their hours were assigned. As such, in the event of lay-off, reduction in hours, bumping and recall those employees shall follow their respective contract and be allowed consideration only within the unit of their original designation.

14.3. Layoffs:

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for just cause, the selection of EM SPARK personnel for Layoff shall be made in reverse seniority order within one of the two following groups:

Group 1. Forty-six (46) through fifty-two (52) week employees — 20 hours per week or more.

Group 2. Less than forty-six (46) week employees — 20 hours per week or more.

- A. In no case shall an employee on layoff, who is eligible for benefits, be required to accept a position that is not consistent with benefit eligibility of their former position. The employee is still subject to the eighteen (18) month recall rights provision.
- B. An employee on layoff that has been offered a position with fewer hours than the position that they were laid-off or is in a different classification will be allowed to decline the offer with no forfeiture of recall rights. The employee is still subject to the eighteen (18) month recall rights provision.
- C. The District will provide EM SPARK with a list of laid-off EM SPARK employees and the positions available due to budget reductions by June 30th of each year, so EM SPARK may assist laid-off employees.

14.4. Employees on Layoff:

Laid-off employees are defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

- A. Any employee laid-off pursuant to this section shall have the right to displace the least senior employee in the same classification, holding a comparable full-time or part-time position for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification within the bargaining unit.
- B. Laid-off employees who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.

14.5. Recall Rights:

Laid-off employees shall retain their seniority and right to recall within one of the above groups for a period of eighteen (18) months after the date of layoff.

- A. Recall rights shall terminate upon resignation or layoff of an employee pursuant to this Agreement or after eighteen (18) consecutive months.
- B. Employees who have been laid-off pursuant to Section 14.3 and have recall rights pursuant to Section 14.4 will be recalled in seniority order to any available EM SPARK position within the District unit provided they are qualified for the available positions.
- C. An employee who is laid-off and placed on the recall list shall be paid for unused vacation days.
- D. An EM SPARK employee, who is on the recall list, and is offered a comparable position in the same classification with the same or more number of hours and with the same or better benefits, shall accept the position or lose recall rights.

14.6. Reduction in Hours:

In situations involving reductions in hours, decreases in assigned work time will be taken from the least senior employee in the building where the reduction in hours is occurring, then the next least senior, etc.

- A. In cases where a reduction in hours affects an EM SPARK employee, a senior EM SPARK employee shall be allowed to bump the least senior EM SPARK employee for which the employee maintains benefits within a position within their current classification and for which they are qualified.
- B. In cases where a building is allowed to reinstate hours: those hours will be reallocated beginning with the most qualified EM SPARK employee who has experienced the reduction in hours. This process shall apply only within each building. The principal/supervisor shall be responsible to reallocate and reassign hours that best fit the needs of their building.
- C. EM SPARK employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation.

14.7. Exclusion:

It is understood and agreed by the parties that this Article shall not apply to EM SPARK personnel whose positions are funded by state and/or federal project grants.

ARTICLE 15 - PROBATIONARY PERIOD

15.1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period. For employees who start working on or before January 15, the probationary period will be effective through June 30th of that school year. For employees, who start work after January 15 of any school year, the probationary period will extend to December 31st of the following school year. The probationary period is a time of review and during this time the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, termination or other discipline is concerned. Prior to a decision to release an employee during probation, the supervisor will meet with the employee to discuss expectations, any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

15.2. Suspension or Termination:

An employee who has completed the probationary period may be suspended without pay, terminated or disciplined only for just cause in accordance with Article 18 (Corrective Action). An employee who has completed the probationary period and is suspended without pay, terminated or otherwise disciplined shall have access to the grievance procedure.

15.3. 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 assignment probationary period of ninety (90) calendar days in any such new position. During this ninety (90) day new assignment probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall have the right to reassign the employee to an assignment in his/her former position title.

ARTICLE 16 – DEFERRED COMPENSATION

16.1. Deferred Compensation Matching Program:

All EM SPARK employees working 20 or more hours per week, 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 16.1.C. The District-contribution will be on a pro-rata basis.

- A. Eligible employees must elect to participate in the deferred compensation program. 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 maximum amounts listed below:

\$ 500 maximum annually	Completed 0-4 years in the District
\$ 800 maximum annually	Completed 5-9 years in the District
\$ 1,050 maximum annually	Completed 10-14 years in the District
\$ 1,300 maximum annually	Completed 15-19 years in the District
\$ 1,550 maximum annually	Completed 20 or more years in the District

District contributions in the program will not exceed a maximum of \$30,000 for any employee.

16.2. Deferred Compensation Eligibility

- A. Employees hired on or after July 1, 1999 will be eligible to participate in this Deferred Compensation Program described in 16.1 and will not be eligible to participate in the District's former severance program and will not receive the 1-1/2% matching contribution from the District for employees hired prior to July 1, 1999.

- B. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans. Employees electing to participate in this program must do so on or before June 30 of each year and cannot change back to the Districts severance program. The District's contribution will be on a pro-rata basis.

ARTICLE 17 - EVALUATION

17.1. Formal Evaluations:

- A. 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.
- B. All formal evaluations of personnel shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of 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.
- C. 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 of the formal actions of oral or written reprimand, suspension without pay or termination.

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 termination.

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 Article 5.6 (Personnel Files) herein. 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 Article 15.1 (Probation) herein.

18.3. Opportunity to Meet:

Suspension without pay or termination of employment shall be imposed by the Superintendent, or designee. If a suspension without pay is to be considered pursuant to Section 18.2 hereof, 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 or termination of employment shall take effect only after written notification from the Superintendent, or designee, to the employee and Union stating the grounds for suspension without pay. The Union 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 employee shall be entitled to representation during any step of this procedure by any person or agent designated by the exclusive representative to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

19.3. Grievance Definition:

A "grievance" shall mean an allegation by an EM SPARK employee or a group of employees 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 if it bears a certified postmark of the United States Postal Service or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.
- G. Grievance Form: The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Attachment 1 – Grievance Form)

19.5. Adjustment of Grievance, Time Limitation and Waiver:

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

Informal

If an employee believes there has been a grievance, the employee 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 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, with the Union's consent, 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 Grievance:

- A. Level 1: The formal written grievance, signed by the employee involved and approved by the Union 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, with the Union's consent, 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 the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within ten (10) days of the meeting. The Union 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 Union 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 the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union 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. Level 3: If the grievance has not been resolved at Level 2, the Union may present the grievance to the School Board for consideration. The School Board reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the School Board chooses to review a grievance, the Board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the Union has ten (10) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse or modify such decision.
- D. 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 Union 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.
- E. Step 3 Waiver: Provided both parties (the SPARK and the District) agree in writing, Level 3 of this grievance procedure may be bypassed and the grievance taken directly to the 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 (SPARK and the District) are unable to resolve a grievance it may be submitted by the Union 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 Union 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 Union and the District shall, within five (5) 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.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. 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 which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- 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 this Article. Upon initiating a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 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. Non-Work Injury:

The District has the right to request medical documentation concerning the employee's fitness for duty.

20.4. Publication of the Agreement:

Copies of this Agreement shall be on the District website and available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed. Further, the District shall furnish or make fifteen (15) copies of the Agreement available to the EM SPARK Unit to print for its organizational use.

20.5. Personal Absence and Substitutes:

The employee will access their substitute through the District substitute calling system. The employee will also notify her/his supervisor.

20.6. Unit Representation:

A unit employee acting as a representative for the purpose of negotiations, grievance proceedings, hearings or meetings scheduled by the employer during work hours shall not sustain a loss of pay.

20.7. Reclassification:

An EM SPARK employee may petition for a job reclassification if the position they are currently in has had a significant change in job responsibilities, and they have worked with their building Principal and the Human Resources Department in clarifying what are the new responsibilities. Human Resources and a SPARK representative will be part of all potential reclassification actions prior to any change in classification.

ARTICLE 21 - DURATION**21.1. Terms 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.

22.2. Effect:

This Agreement constitutes the full and complete Agreement between the District and EM SPARK representing the student support personnel of the District. 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.

23.3. 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.

24.4. Severability:

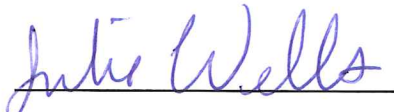
The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.


SIGNATURES

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

EM SPARK
6425 W. 33rd Street
St. Louis Park, MN 55426

Independent School District No. 283
6425 W. 33rd Street
St. Louis Park, MN 55426


Authorized Representative


Chair


Authorized Representative


Clerk

Authorized Representative


Superintendent

Authorized Representative


Human Resource Director

Dated 11-21-2019

Dated 11-12-2019

SCHEDULE A: EM SPARK Salary Schedule 2019-20
Effective July 1, 2019

Step	CLS3	CLS4	CLS5	CLS6
1	\$14.93	\$15.74	\$16.29	\$17.68
2	\$15.66	\$16.52	\$17.08	\$18.54
3	\$16.16	\$17.09	\$17.68	\$19.20
4	\$16.72	\$17.67	\$18.28	\$19.86
5	\$17.25	\$18.25	\$18.88	\$20.52
6	\$17.78	\$18.82	\$19.48	\$21.18
7	\$18.31	\$19.41	\$20.08	\$21.85
8	\$18.84	\$19.98	\$20.68	\$22.51
9	\$19.38	\$20.56	\$21.27	\$23.18
10	\$19.92	\$21.14	\$21.88	\$23.84
11	\$20.62	\$22.07	\$23.08	\$24.75
12	\$21.33	\$22.79	\$23.81	\$25.50

Career Increments (non-cumulative or compounding)

After 15 years of service: \$1.00 additional per hour
 After 20 years of service: \$1.25 additional per hour
 After 25 year of service: \$1.50 additional per hour

SCHEDULE B: EM SPARK Salary Schedule 2020-21

Effective July 1, 2020

Old Step	Step	CLS3	CLS4	CLS5	CLS6
1		\$14.93	\$15.74	\$16.29	\$17.68
2		\$15.66	\$16.52	\$17.08	\$18.54
3	1	\$16.41	\$17.34	\$17.93	\$19.45
4	2	\$16.97	\$17.92	\$18.53	\$20.11
5	3	\$17.50	\$18.50	\$19.13	\$20.77
6	4	\$18.03	\$19.07	\$19.73	\$21.43
7	5	\$18.61	\$19.71	\$20.38	\$22.15
8	6	\$19.14	\$20.28	\$20.98	\$22.81
9	7	\$19.68	\$20.86	\$21.57	\$23.48
10	8	\$20.22	\$21.44	\$22.18	\$24.14
11	9	\$20.62	\$22.07	\$23.08	\$24.75
12	10	\$21.83	\$23.29	\$24.31	\$26.00

In transitioning from the 2019-2020 schedule a person will move from the old steps to the new 2020-21 ten step schedule in the following way:

- A person on the 2019-20 CLS4 Schedule at old step 2 at \$16.52/hr will move to old step 3 at \$17.34/hr and then that step will be renumbered to the new Step 1 at \$17.34/hr.
- A person on the 2019-20 CLS4 Schedule at old step 4 at \$17.67/hr will move to old step 5 at \$18.50/hr and then that step will be renumbered to Step 3 at \$18.50/hr.
- A person on the 2019-20 CLS6 Schedule at old step 12 at \$25.50/hr will remain on the top step Old Step 12 at \$26.00/hr and then that step will be renumbered to the new top Step 10 still at \$26.00/hr.

Career Increments (non-cumulative or compounding)

After 15 years of service: \$1.00 additional per hour

After 20 years of service: \$1.25 additional per hour

After 25 year of service: \$1.50 additional per hour

APPENDIX A – LIST OF SPARK JOB CLASSIFICATIONS:

Title
PARAPROFESSIONAL CLASS 2
PARAPROFESSIONAL CLASS 3 Parking Lot Monitor Greeter/Hall Monitor
PARAPROFESSIONAL CLASS 4 Instructional/Program Assistant (ELL, ECCE, Kindergarten, Reading, etc) Phy Ed Assistant Supervision Aide
PARAPROFESSIONAL CLASS 5 Childcare Group Leader* Health Aide 1 Media Assistant Security Monitor Special Education Assistant
PARAPROFESSIONAL CLASS 6 Certified Occupational Therapy Assistant Elementary Behavior Coordinator Grade Level Coordinator Health Aide 2

* Inactive title except for current incumbents

APPENDIX B – PROVISIONS APPLY TO SOME ACTIVE EMPLOYEES HIRED PRIOR TO A SPECIFIED DATE:FORMER ARTICLE XI – INSURANCE Section 6 School District Insurance Contribution for Eligible Retirees Hired Prior to July 1, 2005:

Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous service with the School District who are at least fifty-five (55) years of age shall be eligible, for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for benefits of this article a EM SPARK employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule. -EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. -Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

Subd. 1. The employee shall be eligible to continue participation in the district group medical and dental plans, if permitted by the terms of policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Subd. 2 hereof, the employee shall pay the entire premium for such coverage.

Subd. 2. The School District shall contribute the dollar amount provided by the benefits in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the School District shall be borne by the employee.

Subd. 3. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse less than the age of Medicare eligibility shall be eligible to purchase the District medical insurance plan at group rates covering such spouse-by paying the entire premium for such coverage, until such time that the spouse reaches age of Medicare eligibility or upon the expiration of six (6) years from the date the employee reached the age of Medicare eligibility whichever occurs first.

FORMER ARTICLE XVI - SEVERANCE PAY

Section 1A. Eligibility: Employee must have been hired and continuously employed prior to 7/1/1999. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous service with the School District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for benefits of this article an EM SPARK employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule. EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. The district will prorate combined years of service that fall below thirty (30) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

Section 2A. Number of Days:

Subd. 1. An eligible employee, upon retirement or death, shall receive as severance pay an amount representing one hundred fifteen (115) day's pay.

Subd. 2. In addition, an eligible employee shall receive, as severance pay upon retirement or death, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) days' pay.

Section 3A. Daily Rate of Pay: In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement or death, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

Section 4A. Payment: Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to 100% of the value of the employee's severance pay shall be paid directly into the employee's 403b custodial the account or other tax-sheltered provision of the Internal Revenue Code. The School District's annual contribution the employee's 403b custodial account or other tax-sheltered provision 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 maintained by the State of Minnesota or a mutually agreed upon account for such plans pursuant to the provisions of Minn. Stat. § 356.24

Section 5A. Effective Date: This Article shall be effective and apply to any employee who retires after July 1, 1977.

Section 6A. Application Date: In order to be eligible for the benefits of this Article XVI an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. Any proration required by Section 7 hereof shall be made on the basis of applications as submitted by this March 1 deadline each fiscal year.

Section 7A. Limitations:

Subd. 1. Notwithstanding any other provision of this Article, the School District's maximum obligation under this Article for members of this bargaining unit shall not exceed the sum of \$70,000 for all retirees in any one fiscal year.

Subd. 2. Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the School District in excess of the limitation stated in Subd. 1 hereof, the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any bargaining unit employee resigning and eligible in the subsequent year.

Section 8A. Tax Sheltered Annuity:

Subd. 1. The school district shall participate in a matching tax sheltered annuity program for all regularly employed EM SPARK employees who are compensated on the basic salary schedule and employed twenty (20) hours per week or more and were hired prior to July 1, 1999.

Subd. 2. The amount contributed by the school district shall match the EM SPARK employee's contributions, but such contributions shall not exceed one and one-half percent (1 1/2%) of the employee's basic contract salary.

ATTACHMENT 1 – SPARK GRIEVANCE REPORT FORM

Name: _____ Building _____

Date Grievance Occurred or Known: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought

Employee Name

Date

SPARK Representative
Approving the Grievance move forward

Date