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**AGREEMENT**  
**BETWEEN**  
**CHISAGO LAKES TECHNOLOGY ASSOCIATION**  
**AND**  
**CHISAGO LAKES SCHOOLS, ISD #2144**  
**2021-2023**

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**ARTICLE I**  
**PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between Chisago Lakes Area Schools, ISD #2144, Chisago City, Minnesota, hereinafter referred to as the "School District", and the Chisago Lakes Technology Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for technology staff workers during the duration of this Agreement.

**ARTICLE II**  
**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes the Chisago Lakes Technology Association as the exclusive representative of technology staff employed by the school district, which Association, shall have those rights and duties as prescribed by the P.E.L.R.A. as described in this Agreement.

Section 2. Appropriate Unit: The Association shall represent all the technology staff of the district as defined in this Agreement and in said act.

**ARTICLE III**  
**DEFINITIONS**

Section 1. Terms: The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Technology Staff: Shall mean, Network Administrator and Tech Support Specialist.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have these meanings defined by the P.E.L.R.A.

## ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations with its primary obligation to provide educational opportunity for the students of the school district.

Section 2. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the school district. The Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Reservation of Managerial Rights: A public employer 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. (M.S. 179-66, Subd.1).

## ARTICLE V ASSOCIATION AND TECHNOLOGY STAFF RIGHTS

Section 1. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon his written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker's expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

Section 2. Just Cause: No technology staff worker shall be disciplined without just cause. The principles of progressive discipline shall apply. During any investigation a technology staff worker may be suspended. Such suspension shall be with pay. Discipline may include suspension without pay but suspension without pay shall not exceed 15 duty days. Suspensions without pay are subject to the grievance procedure. In the event a technology staff worker timely grieves a

suspension without pay, the grievance shall go directly to arbitration in accordance with Article XI, Section 8.

**ARTICLE VI  
BASIC COMPENSATION AND RATES OF PAY**

Section 1. Basic Compensation:

Subd. 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2021-2022 and 2022-2023 school years.

Subd. 2. The Network Administrator will be compensated on a pro-rated basis of their daily rate of pay for any days beyond the 224 days. The Tech Support Specialist is a full time year round position of 260 days.

**ARTICLE VII  
EXTRA COMPENSATION**

Section 1. Severance Pay:

Subd. 1. After fifteen years in Chisago Lakes Schools, and upon leaving the school district a technology staff worker would receive their daily rate of compensation per sick day, up to a year's salary. The school district will contribute an amount equal to the value of 100% (one hundred percent) of the technology staff worker's severance pay directly into the MSRS Post Health Care Savings Plan account or into a 403 (b) plan of the employee's choice. These accounts will be wholly and solely funded by the technology staff worker's accumulated severance pay. The technology worker will not receive any direct payment from the School District for severance pay. The School District's contribution into the technology worker's MSRS account will be made within sixty (60) calendar days after the technology staff worker's effective date of resignation. Once the current employees leave their position, Article VII section 1 – Severance Pay will be removed from the Chisago Lakes Technology Association contract. No one hired after the 2020-2021 school year will receive this severance pay.

Subd. 2. If a technology staff worker dies prior to the full payment of all severance payments, the remainder shall be paid to designated beneficiaries.

Section 2. 403(b) Plan:

Subd. 1. Eligibility: The School District will make matching contributions for a technology staff worker to a state-approved tax-deferred matching contribution plan, in an amount not to exceed the following, provided that the technology staff worker has also authorized a matching salary deduction payable to the 403b plan.

<u>Years of Service in Chisago Lakes</u>	<u>Matching District Contribution*</u>
Probationary	21-23 No Match
Continuing Contract Status — 19	\$1000
20+	\$2500

Subd. 2. Maximum Career Contribution: The maximum cumulative amount that the School District will contribute towards a 403(b) plan for a technology staff worker over the course of their career with the School District shall be equal to the value of one year's salary.

Subd. 3. Coordination with Severance Pay: Upon retirement, the total cumulative amount of the School District's contributions toward a technology staff worker's 403(b) plan shall be deducted from any amount of severance pay the technology staff worker otherwise would be entitled to under Article VII, Section 1.

Subd. 4. Approved Plans: The 403(b) plan shall be subject to all of the requirements of Minn. Stat. § 356.24, as amended, and Internal Revenue Code § 403(b).

Section 3. Minnesota State Retirement System — Post Retirement Health Care Savings Plan:

Subd. 1. All full-time technology staff workers who have completed at least five years of service in Independent School District #2144 will have a contribution made by the District to their individual account with the Minnesota State Retirement System Post-Retirement Health Care Savings Plan. This contribution will be made at the conclusion of each year of service with the District according to the following schedule:

<u>Years of Service in ISD No. 2144</u>	<u>Amount of Contribution</u>
5-15	\$500
16-20	\$750
21+	\$1000

Section 4. Career Increment Incentive: The Network Administrator will be eligible for a career increment incentive beginning with their twentieth (20<sup>th</sup>) year of employment in the school district according to the following schedule:

- 21-23
- a. 20-24 years \$2900
  - b. 25-29 years \$3800
  - c. 30 years and over \$4500

ARTICLE VIII  
FRINGE BENEFITS

Section 1. Health and Hospitalization Insurance \*:

Dental: 2021-2023 \$1,350.00	Medical: 2021-2023
	Single \$7672
	Family \$18,476

\* In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a

revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Technology Association's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Consumer Driven Health Plan (CDHP): For the 2021-2023 school years, the Technology worker who qualifies for and is enrolled in the School District's group high deductible health insurance plan will receive a \$3,000 contribution from the School District into an HSA or VEBA account for dependent coverage and \$1500 for single coverage. Half of the contribution will be deposited into the employee's HSA or VEBA account on October 15<sup>th</sup> and the other half will be deposited on February 28<sup>th</sup> of each year.

Section 2. Long Term Disability Insurance: The School District shall contribute the sum necessary to pay the costs of the Long-Term Disability insurance carried by the School District for the 2021-2023 school years for full time technology staff employed by the district, who qualify for and are enrolled in the School District Group Long Term Disability Plan. A maximum annual covered salary \$100,000.00.

Section 3. Life Insurance: The School District shall contribute the sum necessary to pay for a term life insurance policy in the amount of \$50,000.00 for the 2021-2023 school years.

Section 4: Selection: The selection of the insurance carrier and policy shall be made by the school district with the cooperation of the staff.

Section 5. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance by an insurance carrier.

Section 6. Eligibility: Benefits provided in this Article are designed for full time personnel as described in Article III.

Section 7. Dues: The School District shall pay the state and national dues to one organization of the technology staff workers.

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. Sick leave will be granted to full time technology staff workers on the following basis: starting year - 10 days; second year of employment - 12 days; third year and every year thereafter - 15 days per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the technology staff worker's work year.

Subd. 2 Sick leave with pay shall be allowed whenever a technology staff worker's absence is due to illness or disability which prevented his/her attendance at school and performance of duties on the day or days.

Subd. 3. A technology staff worker may be required to furnish a medical certificate from the school health officer or a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability in order to qualify for sick leave pay. In the event the technology staff worker has not already consulted a physician, and the school district requests a medical certificate, the school district will pay any additional cost of obtaining said certificate, but not to exceed the normal charge for an office call. In this case, the school district reserves the right to select the physician. However, the final determination as to the eligibility of a technology staff worker for sick leave is reserved to the school district. In the event that a medical certificate will be required, the technology staff worker will be so advised.

Subd. 4. Sick leave allowed shall be deducted from the accrued disability leave days earned by the technology staff worker.

Subd. 5. Sick leave pay shall be approved only upon submission through AESOP.

Subd. 6. Unused sick leave days may accumulate to a maximum credit of 100 days leave per technology staff worker. For the purposes of severance there will be no limit to the number of accumulated sick days allowed.

Section 2. Worker's Compensation: Pursuant to M.S. 176.221, Subd 9, a technology staff worker injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave to receive full salary from the school district, his/her salary to 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 his accrued sick leave. If employee chooses not to use sick leave, then will only receive 2/3rds of their salary.

### Section 3. Emergency Leave:

Subd. 1. Bereavement: Up to four (4) days leave shall be allowed, the days not to be deducted from sick leave, for death in the technology staff worker's immediate family; except that in the case of the death of the surviving parent, up to five (5) days leave shall be allowed. The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the technology staff worker's spouse, grandparent, parent, child, brother, sister, aunt, uncle, niece, nephew, or the technology staff worker's spouse's grandparent, parent, child, brother, sister, aunt, uncle, niece or nephew, or other relative living in the same household as the technology staff worker.

Subd. IA. Leave for Illness in Family: Up to three (3) days per year emergency leave may be granted for illness in the technology staff worker's immediate family. The specific amount of leave allowed is subject to the circumstances. Immediate family is defined as the technology staff worker's spouse, spouse's parent, child, parent, brother, sister or other relative living in the same household as the technology staff worker. Emergency leaves will be cleared through the Superintendent. Emergency leave time will be deducted from the sick leave account.

Section 4. Sabbatical Leave: The Board, upon recommendation of the Superintendent, may grant a sabbatical leave to qualified technology staff workers for the purpose of study, travel, and for such other purposes as may be approved by the Board. The technology staff worker on sabbatical leave shall receive no compensation during the period of absence. Upon return from the sabbatical leave, the technology staff worker shall be restored to his/her former position or one of comparable status. He/she is also granted a year of experience.

Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the technology staff worker for an extended period of time.

Subd. 2. A technology staff worker making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave.

Subd. 3. Any technology staff worker shall have the right to receive a child care leave of absence without pay for the purpose of maternity, adoption, or child care or a combination thereof. This leave may also be taken following the utilization of the disability provisions provided in Article IX, Section I, Subdivisions 3 and 4. A pregnant technology staff worker will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. The school district shall grant a child care leave of up to four (4) school quarters to any technology staff worker who makes a written application for such leave. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not in any event be required to:

1. Grant any leave which affects more than one (1) school calendar year.
2. Permit the technology staff worker to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A technology staff worker returning from the child care leave shall resume his/her former duties or other position mutually agreed upon unless previously discharged or placed on unrequested

Subd. 7. Failure of the technology staff worker to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the technology staff worker mutually agree to an extension of the leave.

Subd. 8. The parties agree that the applicable periods of probation for technology staff workers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a technology staff worker's performance. The parties agree, therefore, that periods of time for which the technology staff worker is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A technology staff worker who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The technology staff worker shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. A technology staff worker on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the technology staff worker wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the technology staff worker does not return to the district pursuant to this section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits.

Section 6. Simultaneous Personal Leave: Technology staff worker's schedules are to be reviewed by the Superintendent and work schedules approved.

Section 7. Jury Duty: Technology staff workers are no longer exempt from jury service during the school year according to the Statutes. If a technology staff worker is summoned for jury service, he/she shall inform the Superintendent of statutory duties indicating the time and place of jury service. The employee will be released with pay minus \$15.00 per day or the amount received for serving as a member of the jury. Employees will be allowed to keep the mileage expenses for this service.

Section 8. Adoption Leave: A full-time technology staff worker will be granted up to ten (10) days leave immediately prior to or within one year of adoption of a child. Adoption leave allowed shall be deducted from accrued disability leave days earned by the technology staff worker. Technology staff workers who take an adoption leave are also eligible for a child care leave pursuant to Section 5 above.

Section 9. Insurance Application: A technology staff worker on unpaid leave is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions. The technology staff worker shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 10. Eligibility: Leave benefits provided in this Article shall apply only to full time technology staff workers as defined in Article III of this Agreement, and shall be available only during the regular school year.

## ARTICLE X DUTY DAYS

Section 1. Technology Staff Workers Duty Days: The technology staff worker's basic day shall be eight (8) hours. Workdays are not subject to overtime. However, additional service days may be negotiated. Duty days are as follows: 224 days - Network Administrator; 260 days; 8 hrs/day (includes 13 holidays) - Tech Support Specialist.



**Tech Support Specialist (\* This area applies to the Tech Support Specialist only):**

\* Holidays 13 Holidays = Independence Day (2); Labor Day; Thanksgiving Day; Thanksgiving Friday; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Memorial Day; and Two Floating Holidays.

\* Vacation: 0-4 years, will receive two weeks (2). Three (3) weeks after five (5) years of employment. July 1st is the start of each fiscal year. For vacation/seniority purposes, an employee's anniversary date shall be adjusted to July 1. An employee whose actual anniversary date is July 2 through February 20 shall have his/her anniversary date adjusted to the July 1 before the employee's actual anniversary date, An employee whose actual anniversary date is from February 21 to June 30 shall have his/her anniversary date adjusted to the July 1 following the employee's actual anniversary date, Upon leaving employment for any reason, any unused vacation shall be paid to the employee. Excess vacation days can be paid out if the employee makes the request by July 15 (to be paid in July) and payment would be based on the previous year's rate of pay.

\* Personal Leave: An employee may be granted personal leave for a maximum of three (3) days per year non-accumulative for any reason. Said employee is not required to give the district the reason for personal leave. Requests for personal leave must be made to and approved by the Director of Human Resources at least three (3) working days in advance, except in the event of an emergency. The school district or its designated representative reserves the right to refuse to grant such leaves. Personal leave will not be deducted from the employee's sick leave account> Upon leaving employment for any reason, any unused personal leave shall be paid to the employee.

\* School Closings: A Tech Support Specialist may choose to apply personal leave, sick leave, or vacation leave to receive pay for a school closing day. If school is closed by mandate from the governor or other state body, the employees will be paid for the day without using their leave, In the event school is closed or canceled due to a pandemic or other health issue, the employees will be paid for any day(s) that is/are not made-up. If the number of days that schools are closed due to a government mandate or health issue exceed one (1) duty day in a school year, then the make-up of the duty days in excess of one (1) shall be at the discretion of the School Board.

Section 2. Additional Activities: In addition to the basic school day, technology staff workers shall be required to reasonably participate in school activities beyond the technology staff worker's basic day as is required by the School Board or its designated representative.

Section 3 . Emergency Closing: In the event of a student day or technology staff worker duty day lost for any emergency, the technology staff workers shall perform duties on that day or other such day in lieu thereof as the School Board or its designated representative shall determine, if any.

Section 4. Strikes or Work Stoppages: In the event of a strike or work stoppage by other groups of district employees, the technology staff workers will consider themselves to be on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property. In no event will the compensation for technology staff workers be halted or suspended due to strikes or work stoppages of other district employees.

## ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a technology staff worker resulting in a dispute or disagreement between the technology staff worker employee and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The technology staff worker, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

### Section 3. Definitions and Interpretations:

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

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust to an alleged grievance informally between the technology staff worker and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the technology staff worker shall attempt to adjust all grievances which may arise during the course of employment of any technology staff worker within the school district in the following manner:

Subd. 1. Level I: In the event the grievance is not resolved through informal discussions between the technology worker and the Superintendent, the Superintendent shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within five (5) days of the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review the decision within five (5) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such a decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the technology staff worker may appeal to the next level.

Section 8. Arbitration Procedures: In the event that the technology staff worker and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and received by the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to furnish a list of arbitrators, pursuant to Minn. Stat. § 179A.21, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

(a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statements of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article XI, of the grievance procedure. .

(b) The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before him 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 speedily issue a written decision based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript of 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.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational instructional structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE XII  
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT  
(Article XII excludes the Tech Support Specialist)

Section 1. Purpose: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, financial litigations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1 For purposes of this policy, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" shall mean those members of the unit as defined by P.E.L.R.A.

Subd. 3. "Qualified" shall mean a teacher who holds a valid MN teaching license.

Subd. 4. "Seniority" means continuing contract qualified technology staff workers commencing with the first day of actual service in the school district and shall exclude probationary technology staff workers and those technology staff workers who are substituting for technology staff workers on authorized military, or other similar leave of absences.

In determining the length of seniority, a technology staff worker whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the School Board and the technology staff worker, without interruption of regular service, shall retain his original seniority date.

Subd. 5. "School Board" means the local governing Board of the school district.

Section 3. Unrequested Leave of Absences:

Subd. 1. The school may place on unrequested leave of absence without pay or fringe benefits such technology staff workers as may be necessary because of discontinuance of position, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the technology staff worker and the School Board.

Subd. 2. Technology staff workers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons therefore, without the necessity for any hearing applicable to termination, except that a hearing may be provided to show any violation of this contract.

Subd. 3. Technology staff workers placed on unrequested leave shall be done in reverse order of seniority in the licensure areas in which he or she is qualified. No technology staff worker will be placed on unrequested leave if there is any other qualified technology staff worker with less seniority assigned in a position for which the technology worker is qualified.

Subd. 4. Tie Breaking: In the event of a staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall then be determined by step placement on the salary schedule (higher step equals highest seniority). If the status continues to remain equal, seniority will then be determined by total years career teaching experience. If the status continues to remain equal, seniority will be determined by lane placement on the salary schedule (higher lane equals highest seniority). In the event the seniority status of the employees still remains equal, the selection of the employee for purposes of discontinuance shall be at the discretion of the school district based upon criteria including: performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 5. Bumping Rights:

a. Any employee proposed for placement on unrequested leave of absence may elect to displace any technology staff worker with less seniority status who is employed in a position for which both are qualified.

b. A technology staff worker and the district may mutually agree to modify the terms of the technology staff worker's contract to less than a full-time position. The technology staff worker shall have continuing contract rights for the greatest level of employment in an available full-time position previously enjoyed within the district if the less than full time position is eliminated.

Subd. 6. Any technology staff worker placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave. Any technology staff worker placed on unrequested leave of absence shall remain eligible for group benefits at the technology staff worker's personal expense if permissible under group contracts.

Section 4. Reinstatement:

Subd. 1. No new technology staff worker shall be employed by the school district while any qualified technology staff worker who is licensed to fill the position is on unrequested leave of absence in the same field and subject matter. Technology staff workers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the school district for which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which the technology staff workers were placed on unrequested leave, and subject matter.

Subd. 2. When placed on unrequested leave, a technology staff worker shall file his/her name and address with the school district personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the school district depositing such notice to the technology staff worker at the last known address shall be sufficient and it shall be the responsibility of any technology staff worker on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a technology staff worker shall not be the responsibility of the school district if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a technology staff worker on unrequested leave, the school district shall mail the notice to such technology staff worker by certified mail who shall have fifteen (15) days from the date of such notice to accept the re-employment. Failure to accept in writing within the fifteen (15) day period shall constitute waiver on the part of any technology staff worker to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. An employee on unrequested leave of absence shall not lose recall rights by reason or refusal to accept a position for which the employee is licensed which has fewer hours per week than contracted for at the time of being placed on unrequested leave of absence.

Subd. 5. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each technology staff worker.

#### Section 5. Establishment of Seniority Lists:

Subd. 1. By December 1 of each year the school district shall prepare from its records a seniority list, including the name, seniority date and areas of licensure and qualification of each technology staff worker. The school district shall thereupon post such list in an official place in each school building of the district.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority and statement of areas of licensure and qualification in said lists shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority, licensure, or qualification change to the School Board.

Subd. 3. Within ten (10) days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority and areas of licensure and qualifications contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the school district and any technology staff worker. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, addition or deletion of areas of licensure or qualification, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

#### Section 6. Filing of Licenses:

Subd. 1. In any year in which a reduction of teaching staff is occurring, and the school district is placing technology staff workers on unrequested leave of absence, only those certificates or licenses reflected on the Minnesota Department of Education website for that worker as of January 15 of such year shall be considered for purposes of determining layoff within areas of licensure or qualification for the following school year. A license added to the Minnesota Department of Education website for a worker after January 15 shall be considered for purposes of recall, but not to the current reduction.

## Section 7. Effect

Subd. 1. This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all technology staff workers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Agreement or other master contract affecting such certified employee.

## ARTICLE XIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of school in the fall of 2023 a technology staff worker shall be compensated according to the last individual contract executed between the technology staff worker and the school district until such time that a successor agreement is executed. If either party desires to modify or amend this agreement commencing July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Chisago Lakes Technology Association representing the technology staff workers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term pertaining to conditions and terms of employment shall not be open for negotiation during the term of this Agreement unless by mutual consent of both parties.

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



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

FOR: Chisago Lakes Technology Association

FOR: Independent School District isd#2144

\_\_\_\_\_  
Mike Klun, Network Administrator

\_\_\_\_\_  
Dean Jennissen, Superintendent

\_\_\_\_\_  
Michelle Caneday, Tech Support Specialist

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

**SALARY SCHEDULE A**

	<u>2021-2022</u>	<u>2022-2023</u>
Mike Klun (224 days)	\$ 95,287.03	\$ 98,145.64
Michelle Caneday	\$ 25.38	\$ 26.27