

MASTER AGREEMENT

RENVILLE COUNTY WEST ISD #2890

and

**EDUCATION MINNESOTA
RENVILLE COUNTY WEST
EDUCATIONAL SUPPORT
PROFESSIONALS**

July 1, 2021 through June 30, 2023

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ARTICLE I

PURPOSE

This Agreement is entered into between Independent School District No. 2890, Renville County West, Renville, Minnesota, hereinafter referred to as the School District, and the Education Minnesota Renville County West Education Support Professionals (RCW ESP), School District No. 2890, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for Education Support Professionals during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the School District recognizes the Education Minnesota Renville County West Education Support Professionals (RCW ESP), School District No. 2890, as the exclusive representative of all Education Support Professionals employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all the Education Support Professionals of the School District as defined in this Agreement and in the PELRA.

SECTION 3. NEGOTIATING UNIT: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: “Terms and conditions of employment” means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the District’s personnel policies affecting the working conditions of employees.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT: In accordance with the results of the certification order issued by the Commissioner of the Bureau of Mediations Services, State of Minnesota, the Board recognized the Union as the exclusive representative of all educational assistants, secretaries, technology employees, school nurse assistant, success coordinator, and food service employees in the appropriate unit as defined herein. For the purpose of this Agreement, the term “appropriate unit” shall mean that unit of employees of Independent School

District No. 2890, Renville County West, Renville Minnesota, who are classified as Educational Support Professionals whose employment service exceeds the lesser of fourteen (14) hours per week or thirty five (35) percent of the normal work week and more than sixty-seven (67) workdays per year.

SECTION 3. BUREAU: “Bureau” means the Minnesota Bureau of Mediation Services.

SECTION 4. COMMISSIONER: “Commissioner of the Minnesota Bureau of Mediation Services” or “commissioner” means the commissioner of the Bureau of Mediation Services.

SECTION 5. EXCLUSIVE REPRESENTATIVE: “Exclusive representative” means the employee organization or union which has been certified by the commissioner to meet and negotiate with the District on behalf of all employees in the appropriate unit.

SECTION 6. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

SECTION 2. SCHOOL BOARD RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the student of the School District.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all Educational Support Professionals covered by this Agreement shall perform such 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 exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all Education Support Professionals 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 State Board 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, or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing statement of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly mentioned, and all management rights and functions not expressly delegated in this agreement are reserved to the School Board or designated officials.

ARTICLE V

EDUCATIONAL SUPPORT PROFESSIONAL RIGHTS

SECTION 1. EXPRESSION OF VIEWS: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Education Support Professional or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or circumvent the rights of the exclusive representative.

SECTION 2. PERSONNEL FILE: Each employee shall have the right, upon written request, to review the contents of his/her own personnel file during regular District business hours. No material regarding the employee performance shall be placed in an employee's file unless the employee has been notified and has had an opportunity to review, sign and date the material. 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, and the same shall be attached to the file copy of the material in question. However, the School District may destroy such files as provided by law.

SECTION 3. COPY OF RECORD: Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record.

SECTION 4. EVALUATION: All employees will be required to complete a self-evaluation form and participate in a bi-annual evaluation with a designated District Administrator. An additional evaluation may be requested by administration in an off year if the need arises. A chart will be available in the District Office with the break down for which year the employee will be evaluated. Any new employee under this contract will be placed on the chart of the school year hired. Employees will be notified the beginning of the year which they are to be evaluated. Copies of these evaluations will be kept in the employee's personnel file.

SECTION 5. RIGHT TO JOIN: Educational Support Professionals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such

organizations. Educational Support Professionals in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Educational Support Professionals.

SECTION 6. MAINTENANCE OF MEMBERSHIP: Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the Union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be cancelled except during the week preceding October 1st each year. Cancellation must be in writing, and forwarded to the payroll office within that week.

SUBD. 1. By August 31st of each school year, and upon reasonable request, the District shall provide in electronic form to the Union the names, addresses, email addresses, telephone numbers, birthdate, not including the year of birth, full time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On negotiation years or upon reasonable request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with five (5) days.

SECTION 7. EXCLUSIVE REPRESENTATIVE LEAVE: The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative and must, upon written request, provide for leaves of absence to elected or appointed officials of the exclusive representative. Such leave shall be without pay.

SECTION 8. USE OF SCHOOL PROPERTY: Exclusive Representative of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the Superintendent or his/her designee. Such visits shall not interrupt normal work responsibilities. If the Union recognizes a need for a collaborative meeting with the school administration, the Union will work with the school administration at the earliest convenience to schedule a meeting.

ARTICLE VI

HOURS OF SERVICE

SECTION 1. HOURS: Employee daily hours are determined at the start of each contract period by the employee's supervisor under an individual employee contract and are subject to amendment if job position or responsibilities change.

SECTION 2. BASIC WORK WEEK: A basic work week shall consist of 5 consecutive days per week, 8 consecutive hours per day, and 40 hours per week. If an Educational Support Professional's basic work week is not completed during the regular scheduled time, the missed work hours may be made up at a time agreed upon in writing between the Educational Support Professional and the building administrator.

SECTION 3. SCHOOL CLOSING / LATE START / EARLY DISMISSAL: Emergency Closing: The school district will give employees the opportunity to make up any hours lost due to late starts, early closing or cancellation of school days with approval of supervisor. In the event of an emergency closing, employee scheduled to work on those days may make up the hours missed by selecting from the following options: 1) make up the time before or after school on a scheduled work day, 2) Make up the time on an in-service day, 3) use personal leave, if available to them, or 4) take the day without pay.

If a delayed school day becomes a cancelled school, Food Service employees who have reported to work shall be paid for the a minimum of two hours or time worked, whichever is greater.

SECTION 4. LUNCH PERIOD: Employees shall have a duty free lunch period of at least 30 minutes without pay. On an occasional basis lunch may be extended by mutual agreement of the employee and his/her supervisor. On occasions where an ESP member is required to work through their lunch, they will be compensated for their time, as approved by Administration.

SECTION 5. BREAKS: Educational Support Professionals working 3 but less than 7 hours per day shall receive 1 (one) 15-minute paid break during the day worked. Educational Support Professionals working 7 hours or more per day shall receive 2 (two) 15-minute paid breaks during the day worked.

SECTION 6. SCHOOL YEAR EMPLOYEES: A school year employee is a person employed during the course of the regular school year when students are in attendance and generally will follow the days outlined in the master agreement between the Educational Support staff employee and the school board.

SECTION 7. MODIFICATIONS TO CALENDAR: The District will allow one RCW ESP representative to be on the calendar committee, as a non-voting member with the understanding that calendar days, length of days, and additions or deletions of days will be discussed.

SECTION 8. SUBSTITUTE EMPLOYEES: No substitute will be paid more than the contracted hours for the position. The substitute hourly rate is based on the Step 1 rate of the appropriate job class, i.e., paraprofessional, secretary, food service, etc.

SECTION 9. DEFINITION OF FULL-TIME AND PART-TIME: “Full-time” shall be defined as any Educational Support Professional authorized to work at least 8 hours per day and the number of student contact days per year. “Part-time” shall be defined as any Educational Support Professional authorized to work less than 8 hours per day and/or less than the number of student contact days per year. Articles addressing benefits may contain different definitions of “full-time” and “part-time” for benefit qualification.

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

SECTION 1. 2021 – 2023 SALARY SCHEDULE: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2021 -2023 school years.

SECTION 2. STATUS OF THE SALARY SCHEDULE: The salary schedules are not to be construed as a part of any Educational Support Professional’s employment, and the School District reserves the right to withhold increment advancement or any other salary increase as the School District shall determine.

SUBD. 1. Any employee hired, either internally or externally, with prior related experience may be hired at up to one salary step below the highest paid employee in that given classification.

SECTION 3. SPECIAL DUTY PAY: Classified staff whose regular assignment is to work with special education students that require the following duties will be paid an additional \$1.00 per hour:

- Need to help child with toileting
- Need to help child with hygiene skills: hair care, nose, washing, etc.
- Severity of the disability of the child
- Severity of the supervision needs of the child
- The classified staff member is responsible for modifying much of the child’s day
- The classified staff member will need to escort and hold child in a safe area
- The child the classified staff member supervises has the possibility to hit, kick, slap, scratch, etc.

Final determination of pay will be determined by the building administrator in cooperation with the special education case manager. The employee must voucher the hours that they qualify for this extra pay.

SUBD. 1. In the event that a staff member’s clothing, watch or glasses are damaged he/she will be reimbursed the cost of the item, not to exceed \$300 per incident.

SECTION 4. MILEAGE: Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

SECTION 5. EDUCATIONAL SUPPORT PROFESSIONALS' PAY PERIODS: Educational Support Professionals shall be paid on the 15th and the last day of each month.

SECTION 6. TAX-SHELTERED ANNUITIES (403B): The School District will make deductions from an Educational Support Professional's salary for tax-sheltered annuities upon the written request of the Educational Support Professional, subject to notification for such changes being given to the School District's business office prior to the first of the month. Payroll deductions will start on the next pay period after the paperwork has been completed and returned to the district office.

Beginning July 1, 2011, employees who are regularly employed at RCW shall be eligible to participate in a 403B matching program with one of the approved vendors of the district.

The district will match up to the eligible annual employee contributions starting at the beginning of employment based on the following schedule:

<u>Years of Service</u>	<u>District Matching Contribution</u>
0-8	\$350 per year
9-14	\$500 per year
15+	\$650 per year
Lifetime Contribution cap \$28,000.	

The employee shall contribute annually an amount at least equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to one of the investment companies on the district approved vendor list. The contributions shall be made per pay check in equal amounts by both the district and the employee. This amount shall not exceed the maximum amount outlined in this SECTION. Employees working less than full time (8 hours per day) may participate in the matching contribution on a pro-rata basis. If an employee leaves the district during a school year, the district will cease making contributions after the last check dispersed to the employee. If an employee elects to contribute less than the match listed, the district will still match the amount the employee contributes. In no instance will the district contribute more than the amounts listed above.

The eligible employee must complete a salary reduction authorization agreement before any payroll period during the year for the employee to participate in the 403B matching contributions plan.

Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings or losses which may accrue to these portfolios as a result of investment decisions made by the employee.

SECTION 7. COMP TIME: If non-exempt employees work more than 40 hours in a work week, they will receive comp time at the rate of one and one half (1 ½) hours of comp time per extra hour worked. All hours worked in excess of 40 hours in a work week must be pre-approved by either the Superintendent, Principal or his/her designee in order to receive comp time. Employees may only accrue 240 hours of comp time.

SECTION 8. PROBATION: Shall be one year.

SECTION 9. LONGEVITY STEP: Educational Support Professionals shall be eligible for a longevity step after completing 10 years of Educational Support Professional service in the School District of \$0.25 (2021 - 2022) / \$0.25 (2022 - 2023) per hour in addition to their regular pay. Again upon completing 15 years of Educational Support Professional service shall receive an additional \$0.30 (2021 - 2022) / \$0.30 (2022 - 2023) per hour above their regular pay. After completing 20 years of Educational Support Professional service an employee shall receive an additional \$0.35 (2021 - 2022) / \$0.35 (2022 - 2023) per hour above their regular pay.

SUBD.1 EFFECTIVE DATE: Any longevity step increase will take place the first of the month following the anniversary date.

SECTION 10. DEDUCTION SCHEDULE: Educational Support Professionals working less than 10 months and qualifying for benefits as outlined will have insurance deductions spread out equally over 18 pay periods. Those Educational Support Professionals working more than 10 months will have insurance deductions spread out equally over 20 or 22 months depending on the number of months they work.

SECTION 11. RETRO PAYCHECKS: The District will pay all retro paychecks within 30 business days of the ratification of the contract by the District.

ARTICLE VIII

SENIORITY AND LAYOFF

SECTION 1. RECOGNITION: The parties recognize the principle of seniority in the application of this Agreement with regard to reduction in force only. The parties also recognize the principle of seniority is not applicable when applying for transfer. An employee on layoff

shall retain seniority and the right to recall, within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of thirteen (13) months after the date of layoff.

SECTION 2. DEFINITION OF SENIORITY:

SUBD.1. ACCRUAL: Educational Support Professionals shall accrue seniority from the first day of work and shall maintain that seniority date regardless of changes in classifications or in changes from part-time to full-time. Educational Support Professionals shall be placed on a seniority list within their classification and categories

SUBD.2. CATEGORIES: Educational Support Professionals will be placed into the category according to their assignment and original seniority date. Educational Support Professionals shall be maintained on the appropriate seniority list so long as they are qualified and actively employed in that category.

SUBD.3. CLASSIFICATION GROUPS: Classifications relative to this article shall be those described in schedule A.

SECTION 3. PLACEMENT ON SENIORITY LIST:

SUBD.1. Educational Support Professionals shall acquire seniority after the probationary period in the appropriate category as defined in this Agreement. Upon successful completion of the probationary period, the seniority date shall relate back to the first day of work.

SUBD.2. Placement on the list will be determined by current assignment and by years of Educational Support Professional service with the School District.

SUBD.3. An Educational Support Professional's seniority date shall remain the first date of work regardless of subsequent transfers between full-time and part-time lists (categories) or between classifications.

SECTION 4. EQUAL SENIORITY: In the event of a reduction in the number of Educational Support Professionals, seniority among Educational Support Professionals with the same seniority date, classification, and category shall be determined by the School District taking into consideration performance, experience, special skills, and other relevant criteria.

SECTION 6. ROSTER: On November 1st of each year, the School District shall post a seniority list in the RCW main office. All RCW ESP Professionals are to initial the document if they are in agreement with the list. Any employee shall have ten days from the date of posting to supply the necessary documentation for corrections to the seniority list to the School District. At the end of the ten days the seniority list becomes final.

SECTION 7. LAY-OFF: In the event the School District determines to reduce the number of Educational Support Professionals, Educational Support Professionals shall be placed on ULA in inverse order of seniority within the classification and category. The School District shall make every effort to place part-time Educational Support Professionals on ULA within classifications before full-time Educational Support Professionals.

SECTION 8. RECALL:

SUBD.1. The School District shall recall Educational Support Professionals in inverse order of placement on ULA within the classification and category provided the Educational Support Professional meets the minimum requirements for the available position.

SUBD.2. The School District shall recall full-time Educational Support Professionals first for any open position within their classification and category. Failure of a full-time Educational Support Professional on ULA to accept a part-time position will not result in a loss of seniority recall rights.

SUBD.3. If no Educational Support Professional is on ULA from a classification and category in which an opening exists, the position will be offered to qualified Educational Support Professionals on ULA from other classifications but within the same category. If the position is not filled through this process, it will be posted.

SUBD.4. Any employee on recall who declines a position of comparable hours within the employee's job classification shall forfeit further recall rights. However, an employee may decline a recall notice without forfeiture of recall rights if the position offered is for fewer hours than the employee's original position.

SUBD.5. When offered a new position, the employee will respond to the offer within fourteen (14) business days.

SUBD.6. No new employee, within job classification, shall be employed by the District while there is available, on layoff, an employee who has recall rights. However, pending completion of the recall procedure, positions may be filled on a temporary basis.

SUBD.7. Employees shall be recalled to employment in the inverse order of layoff within their job classification or to any position for which they are qualified, provided however, that non full-time employee on layoff shall be required to accept recall to less than a full-time position. In the event that a former full-time employee accepts a part-time position, he/she shall retain recall rights to a full-time position for the entire recall period of time.

SECTION 9: BUMPING RIGHTS: An employee covered by this Agreement placed on layoff may elect to displace another employee with a lower seniority status who is employed in a

similar position within job classification. No part-time employee is entitled to continued employment under the provisions of this article for a full-time position.

SUBD.1. No employee shall be able to bump upward in to a higher position within job classification nor shall a part-time employee be able to bump into a full-time position or cause a full-time employee to become part-time.

SUBD.1. Employees who choose to exercise their bumping rights shall do so by written notice to the Superintendent within fourteen (14) calendar days from the day of receipt of layoff. For purpose of this section, the day following the date of certified mailing or personal service shall constitute the first date.

SECTION 10: ONE-TO-ONE EDUCATIONAL SUPPORT STAFF: Educational Support Staff assigned to a single student shall not be routinely laid off due to the absence of the student for a period of less than two weeks, and under such circumstances, the Educational Support Staff will be reassigned to other duties. If the absence is for two or more weeks, such Educational Support Staff is subject to lay-off by the School District.

ARTICLE IX

INSURANCE

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the school board.

SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE: Effective July 1, 2011, to be eligible for group health insurance an employee must work an average of 30 hours per week during the school year. Effective July 1, 2016 qualifying employees will receive the following benefit towards a single health insurance premium in any of the programs offered by the district:

9 month and 8 hour employees – 2021 – 2022 **\$5,900** and 2022 – 2023 - **\$6,200**

The district benefit will be pro-rated for all other employees working less, or more than, 9 months out of the year, based on the number of hours and days worked with a \$6,800 cap. The employee must be qualified (work at least 30 hours per week) and enrolled in the school district health and hospitalization plan. An employee who does not enroll in the health insurance program will not receive a cash fringe benefit.

SUBD.1. RETIREE GROUP INSURANCE: Educational Support Professionals who have been employed with the district for 10 years and at least 55 years of age, upon early retirement under this article, shall be eligible to remain in the group health and hospitalization insurance plan until Medicare eligible if permitted under the policy provisions, provided the Educational Support Professional shall pay the entire premium

after termination of employment. The Educational Support Professional shall pay the premium at such time and under such procedures as established by the School District.

SECTION 3. LONG TERM DISABILITY INSURANCE: Eligibility is earned and retained subject to an employee working 600 hours during the school year. The benefit will terminate if hours drop below 600 hours per year.

SECTION 4. GROUP LIFE INSURANCE: To be eligible for group life insurance of \$10,000 as provided by the district an employee must work an average of 20 hours per week during the school year. The benefit will terminate if average hours worked falls below 20 hours per week. Employees will be subject to the terms and conditions of the district approved carrier's group life insurance policy.

SECTION 5. DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as might be provided by the laws of the State of Minnesota or laws of the United States.

SECTION 6. FLEXIBLE BENEFITS PLAN: All employees have the opportunity to increase their take-home pay by reducing their taxes through the Flexible Benefits Plan by payroll deduction for dependent care, outside health insurances, and out-of-pocket health expenses. The plan year is July 1 through June 30. Employees may sign up for this plan in June for benefits the following fiscal year. Temporary Employees access may be restricted.

ARTICLE X

LEAVES

A leave form must be completed for documentation purposes for ALL LEAVES taken by the employee.

SECTION 1. DISABILITY/SICK LEAVE:

SUBD. 1. DISABILITY/SICK LEAVE: All hourly and flat rate employees shall accrue disability leave. Disability leave shall be accumulated at the rate of one day for every 12 days worked up to a maximum of 100 days (800 hours). Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days.

An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent,

grandparent, stepparent, mother-in-law, father-in-law or grandchildren. In the event of unusual circumstances, a request in writing may be made to the Superintendent or his designee for special consideration. Employees will not be allowed to go negative in disability leave. Any time off approved for disability leave thereafter will result in no pay. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of any extended (beyond four (4) days) or chronic illness/disability indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

SUBD. 2. PAY: Disability/sick leave shall be with pay if disability leave hours are available.

SUBD. 3. MATERNITY SICK/PARENTAL LEAVE: Use: An Educational Support Professional, at *his/her* options, may use available sick leave, subject to the provisions of this section, for periods of illness relating to pregnancy, miscarriage, or child birth. Such an Educational Support Professional shall notify the Superintendent in writing no later than the end of the 7th month of pregnancy or as reasonable possible, indicating the Educational Support Professionals' intention to use sick leave and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

SUBD. 4. WORKERS COMPENSATION ACT: In the event an employee's absence is due to an illness or injury incurred in the course of employment and compensable under the Minnesota Worker's Compensation Act, the School Board shall pay to the employee the difference between the employee's salary and the payment received under the Act in lieu of salary, and the percentage of salary not covered by the Act shall be proportionately charged against the employee's accumulated disability leave.

SECTION 2. CHILD CARE:

SUBD. 1. ELIGIBILITY: The School Board shall grant a child care leave, without pay, to any employee, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

SUBD. 2. APPLICATION: An employee shall make application, in writing, informing the Superintendent of intention to take a child care leave at least three (3) calendar months prior to commencement of the intended leave or as soon as practicable.

SUBD. 3. WELLNESS INCENTIVE: If no more than three (3) days of sick leave are used the employee will receive a wellness incentive payment of \$130.00. If four (4) days of sick leave are used then the incentive payment will \$80.00. If five (5) days are used then the incentive payment will be \$60.00. When six (6) or more sick days are used, there will

be no wellness incentive payment. In order to receive payment, a claim voucher must be completed and submitted to the District Office by the last day of school.

SUBD. 4. APPROVAL: In making determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to grant any leave of more than one (1) school calendar year, including any portion of maternity leave, unless by mutual agreement, nor shall the School Board be required to permit the employee to return to employment prior to the date designated in the leave application, unless by mutual agreement.

SUBD. 5. TERMINATION OF LEAVE: Upon returning to active employment status, the employee shall be reinstated in his or her original job or to a position of like status and pay.

SECTION 3. EMERGENCY LEAVE: Emergency leave may be granted for a serious illness or death of a spouse, son, daughter, children in your care, parents, sibling, grandparents, grandchildren, spouse's parents, spouse's siblings, brother-in-law, sister-in-law and residents of the same household. Up to six (6) consecutive days may be used. In the event of unusual circumstances, a request in writing may be made to the Superintendent or his designee for special consideration.

SECTION 4. LEAVE DEDUCTIONS: Disability/sick leave and emergency leave allowed shall be deducted from the accrued disability leave days accumulated by the employee. An accurate record shall be kept and given to any employee upon request.

SECTION 5. PERSONAL LEAVE: A leave shall be granted by the Superintendent or his/her designee, for reasons which make absence necessary. Up to three days will be granted each year and the ability to carry over one day of personal leave per employee (after being employed 5 years) may be granted with prior approval. Deduction for personal leave will be deducted from disability leave. Any member who wishes to use a personal day/days shall make the request at least one week in advance to the Superintendent or his/her designee. No more than three (3) paraeducators, and one (1) member in each of the remaining classifications may be granted personal leave on the same day unless otherwise approved. After receiving the request, the Superintendent, or his/her designee has two (2) business days to respond. Additional days for extenuating and mitigating circumstances may be granted at the discretion of the Superintendent. Personal leave, without pay, may be granted by superintendent or his/her designees for special circumstances if personal leave hours have been exhausted.

SECTION 6. MEDICAL LEAVE:

SUBD.1. ELIGIBILITY: An eligible Educational Support Professional who is unable to work because of illness or injury and who has exhausted all their sick leave credit available or has become eligible for LTD compensation, can, upon written request to the school board, ask for a medical leave of absence for up to one year. The School Board may, in its discretion, renew such a leave, and a request for renewal shall also be accompanied by a written doctor's statement.

SECTION 7. INSURANCE APPLICATION: An Educational Support Professional on leave under Article X is eligible to continue to participate in the School District's group health and hospitalization insurance benefits as provided by the Family Medical Leave Act (FMLA). When benefits under the FMLA are no longer paid, an Educational Support Professional can continue coverage by paying his/her own premiums as set forth under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

SECTION 8. ACCRUED BENEFITS: Education Support Professionals on leave under Article X above shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time they went on leave for use upon their return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that an Educational Support Professional is on leave, except as otherwise provided in this Agreement.

Subd. 1: Mediation, Arbitration leave – Only those ESP members required to be engaged, during the school day, meeting on behalf of the Exclusive Representative with a representative of the School Board or participating in any professional grievance, mediation, or arbitration, shall be released from regular duties without loss of salary.

SECTION 9. JURY DUTY: An Educational Support Professional who serves on jury duty shall be granted the day or days necessary as stipulated by the Court without any salary deduction. The per diem compensation received for jury duty service shall be remitted to the School District. Mileage reimbursement is not included.

ARTICLE XI

HOLIDAYS

SECTION 1. HOLIDAYS: The following paid holidays will be observed:

9 month employees receive the following holidays (8)

- | | |
|----------------------------|------------------------|
| Thanksgiving Day | New Year’s Day |
| Day following Thanksgiving | New Year’s Eve Day |
| Christmas Eve Day | Good Friday |
| Christmas Day | Memorial Day/Labor Day |

Employee must be scheduled to work the business day before and after Memorial Day and/or Labor Day to receive holiday pay.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A “grievance” shall mean an allegation by an Educational Support Professional resulting in a dispute or disagreement between the Educational Support Professional and the School District or a disagreement with the union as to the interpretation or application of any term or terms and conditions of employment insofar as such matters are contained in this Agreement.

SECTION 2. REPRESENTATIVE: The Educational Support Professional may be represented by the union during any step of the procedure.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

SUBD. 1. EXTENSION: Time limits specified in this Agreement may be extended by mutual agreement.

SUBD. 2. DAYS: Reference to “days” regarding time periods in this procedure shall refer to 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 described or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

SUBD. 4. FILING AND POSTMARK: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States

mail, or time and date time stamped including electronic time stamp within the time period.

SUBD. 5. FORM FOR FILING GRIEVANCE: A sample form to be used for filing a grievance may be found in Attachment C.

SECTION 4. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the Educational Support Professional and the School Board's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The School District and the Educational Support Professional shall attempt to adjust all grievances which may arise during the course of employment of any Educational Support Professional in the following manner:

SUBD 1. LEVEL I. If the grievance is not resolved through informal discussions, the School Board's designee 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 Superintendent, provided such appeal is made in writing within three (3) days after receipt of the decision in Level I.

If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within thirteen (13) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

SUBD. 3. LEVEL III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 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 thirteen (13) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee, or representative(s) of the School Board, may be designated by the School Board to hear the appeal at this level and report the 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 above provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employees.

SECTION 8. ARBITRATION PROCEDURES: In the event that the Educational Support Professional and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article provided the grievance has the support and approval of the exclusive representative.

SUBD. 1. REQUEST: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within five (5) days following the decision in Level III above.

SUBD. 2. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

SUBD. 3. SELECTION OF ARBITRATOR: Upon proper submission of a grievance under the terms of this procedure, the parties may, 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 BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within thirty (30) days after receipt of the request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance. Upon receipt of a list of arbitrators from the BMS, the parties shall alternately strike names from the list until only one (1) name remains. The remaining person shall serve as the arbitrator. If the parties are unable to agree who shall strike the first name, the question shall be determined by the flip of a coin.

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 de novo.

SUBD. 6. 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 brought before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decision as provided by PELRA.

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 of the hearing shall be made at the request of either party. The party requesting the transcript or recording shall pay the fees for the transcript or recording. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

SECTION 1. DISCIPLINE:

SUBD. 1. JUST CAUSE: Disciplinary action may be imposed upon an employee for just cause.

SUBD.2. NORMAL DISCIPLINARY PROCEDURE: The normal disciplinary procedure shall be as follows:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Discharge

SUBD. 3. ORAL REPRIMAND: Oral reprimand shall be accomplished in a confidential manner. An employee shall submit a summary of their understanding of any oral reprimand to be added to the oral reprimand documentation.

SUBD. 4. WRITTEN REPRIMAND: When any disciplinary action more severe than an oral reprimand is intended, the Employer shall notify the employee in writing of the specific reason(s) for such action. The School Board or its representative, in recognition of the concept of progressive correction, shall notify the employee of alleged deficiencies, indicate expected correction and indicate a reasonable period of time for correction.

SUBD. 5. IMMEDIATE DISMISSAL: An employee may be dismissed immediately for the following reasons:

- a. Dishonesty
- b. Drinking or being intoxicated on the job
- c. Immoral conduct which affects the ability to work effectively in the school district or which endangers individuals in the school setting
- d. Gross insubordination

SECTION 2. PROBATION: The first year of employment shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. All Paraprofessionals hired after July 1, 2012, that does not have at least 2 years of post-secondary education, must take and pass the Para-Pro Test, at their own expense, within 90 days of employment. Failure to pass the test in 90 days will result in discharge by the District without recourse.

ARTICLE XIV

MISCELLANEOUS

SECTION 1. EDUCATIONAL SUPPORT PROFESSIONAL RELEASE:

Subd. 1. Notice to the School District: An Educational Support Professional who wishes to be released from his/her position for any reason whatsoever shall give at least two (2) weeks' written notice.

Subd. 2. Notice from the School District: The School District shall give Educational Support Professionals at least two (2) weeks' written notice upon release from their duties because of reduction in number of Educational Support Professionals.

Subd. 3. Seniority: Seniority shall be applied, as indicated in Article VIII, for staff reduction.

SECTION 2. Postings:

Subd. 1. Required Posting: When a position in any classification of work covered by this Agreement becomes open for any reason or the number of positions within a classification increases, the position(s) shall be posted. An Educational Support Professional desiring to bid on the vacancy shall make written application. Such vacancies shall be posted in the following places: school website, next to the mailboxes, and in the staff lounge. All applicants who apply for any position will be treated equally.

Subd. 2. School District-Initiated Transfers: If an Educational Support Professional is transferred by the School District to another position to fill a temporary vacancy, he/she will be paid the wage rate of the new job after five (5) working days or the old rate, whichever is highest.

Subd. 3. Temporary Positions: Temporary positions of less than thirty (30) days in duration may not be posted at the discretion of the School District.

Subd. 4. Non-Bargaining Unit Positions: Positions created by the School District in new classifications excluded by this Agreement may be posted at the discretion of the School District.

SECTION 3. JOB OPENING: In filling positions involving a promotion, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination, the School Board shall consider the employee's qualifications and aptitude for the position as well as his/her length of service with the School District, along with other relevant factors. The School District reserves the right to fill any position with an outside applicant if school district employees lack the needed qualifications for the position, or if no internal candidates apply.

SECTION 4. Personal Vehicles: Educational Support Professionals who may be required to use their own vehicles in the performance of their duties shall be reimbursed for all such travel at the rate established by the IRS rate. This section is applicable only for travel authorized and pre-approved in writing by the School District.

SECTION 5. Professional Development. All Educational Support Professionals will receive a minimum of three days of paid training each school year on the changes in procedures, review in procedures, such as, but not limited to training in CPR, information on the signs and symptoms of mental illness, information on strategies when working with students with Autism, technology, MRVED online training, and other trainings the District may choose to provide. In addition, food service training would include but not be limited to CPR, technology, food safety, and other nutritional related training. Information describing each training will be provided to the members of the ESP two (2) weeks prior to each professional development day.

SECTION 6. MEET AND CONFER: The District has the obligation to meet and confer with staff to discuss policies and those matters relating to their employment not explicitly referenced in the master agreement. The District shall provide the facilities and set the time for such conferences to take place, and the meetings shall be held in November and April of each school year. The agenda will be prepared and distributed one (1) week in advance by the Superintendent, and will include all items submitted by the Union. The agenda shall also include all items submitted by the District.

ARTICLE XV

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 PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent to the other party no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

SECTION 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. Severability: The provisions of this Agreement shall be severable, and if any provision or application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or application of any provision thereof. The general descriptions for the classifications listed in this Agreement refer to main responsibilities and are not intended to be a position description. Any description listed in this Agreement and other position descriptions or classification descriptions may be unilaterally altered by the School District to meet its needs.

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

FOR: the Exclusive Representative

FOR: the School District

President

School Board Chair

School Board Clerk

Dated this __ day of _____
(month & year)

Dated this __ day of _____
(month & year)

2021 - 2022
 ESP Wage
 Schedule

	Aide	Para	Technology Ass't	Secretary	Head Secretary	LPN
Step						
1	\$13.60	\$13.94	\$14.72	\$15.53	\$18.46	\$18.00
2	\$13.94	\$14.33	\$15.12	\$15.97	\$19.15	\$19.00
3	\$14.32	\$14.73	\$15.53	\$16.42	\$19.86	\$20.00

4	\$14.72	\$15.12	\$15.94	\$16.87	\$20.41	\$21.00
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2022 - 2023
ESP Wage
Scale

	Aide	Para	Technology Ass't	Secretary	Head Secretary	LPN
Step						
1	\$14.10	\$14.44	\$15.22	\$16.03	\$18.96	\$18.50
2	\$14.44	\$14.83	\$15.62	\$16.47	\$19.65	\$19.50
3	\$14.82	\$15.23	\$16.03	\$16.92	\$20.36	\$20.50
4	\$15.22	\$15.62	\$16.44	\$17.37	\$20.91	\$21.50