July 1, 2024 – June 30, 2026

AGREEMENT

between

Independent School District 196
Rosemount, Minnesota

and

Dakota County Cultural Family Advocates
Local #7390, Education Minnesota
AFT, NEA, AFL-CIO

TABLE OF CONTENTS

SECTION 1 PURPOSE **3**
SECTION 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE **3**
2.1 Recognition 3
2.2 Exclusive Representative 3
SECTION 3 DEFINITIONS **3**
3.1 Terms and Conditions of Employment 3
3.2 Cultural Family Advocates (CFA) 3
3.3 ISD 196 3
3.4 DCCFA 3
3.5 Break in Service 3
3.6 Other Terms 3
SECTION 4 ISD 196 RIGHTS **4**
4.1 Inherent Managerial Rights 4
4.2 Management Responsibilities 4
4.3 Effect of Laws, Rules and Regulations 4
SECTION 5 CFA AND DCCFA RIGHTS **4**
5.1 Right to View 4
5.2 Right to Dues Check Off 4
5.3 Use of Facilities 5
5.4 Personnel Files 5
5.5 DCCFA Business (Union Leave) Time off. 5
5.6 Access to Membership Information 5
5.7 Appointments 5
6.1 Basic Compensation 5
6.2 Advancement 5
6.3 Longevity Pay 6
6.4 Language Pay: 6
6.5 Travel Allowance 6
SECTION 7 GROUP INSURANCE **6**
7.1 Health and Hospitalization Insurance 6
7.2 Dental Insurance 6
7.3 Term Life Insurance 6
7.4 Long-Term Disability Insurance 7
7.5 Eligibility 7
7.6 Selection 7
7.7 Duration of Insurance Contribution 7
7.8 Claims against ISD 196 7
SECTION 8 LEAVES OF ABSENCE **7**
8.1 Sick Leave 7
8.2 Medical Leave 8
8.3 Bereavement Leave 9
8.4 Military Leave 9
8.5 Family Leaves 9
8.6 Adoption Leave 9
8.7 Personal Leave 9
8.8 Jury Duty 9
SECTION 9 HOURS OF SERVICE AND LENGTH OF SCHOOL YEAR **9**
9.1 CFA Duty Days 9
9.2 CFA Basic Day 9
9.3 Work Hours 9

9.4 Duty-Free Lunch 10
9.5 School Closings/Delayed Start Days and Early Dismissal Days 10
9.6 E-Learning Days: 10
9.7 Flex Time, Compensatory Time and Overtime: 10
SECTION 10 SALARY PAYMENTS AND DEDUCTIONS 10
10.1 Pay Periods 10
10.2 Deductions 11
SECTION 11 TAX DEFERRED MATCHING CONTRIBUTION PLAN 11
11.1 Tax Deferred Matching Contribution Plan 11
SECTION 12 PROBATIONARY PERIOD, JOB POSTING AND SENIORITY 11
12.1 Probationary Period 11
12.2 Posting of Job Openings 11
12.3 Seniority List 11
12.4 Loss of Seniority 12
SECTION 13 LAYOFF 12
13.1 Layoff Procedure 12
SECTION 14 DISCIPLINE 12
14.1 Progressive Discipline 12
14.2 Representation 12
SECTION 15 GRIEVANCE PROCEDURE 13
15.1 Grievance Definition 13
15.2 Representative 13
15.3 Adjustment of Grievance 13
15.4 School Board Review 13
15.5 Denial of Grievance 14
15.6 Arbitration Procedures 14
15.7 Election of Remedies and Waivers 14
16.1 Term and Reopening Negotiations 14
16.2 Effect 15
16.3 Finality 15
16.4 Severability 15
16.5 Copies of Record 15

SECTION 1
PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, (hereinafter referred to as "ISD 196") and the Dakota County Cultural Family Advocates, Local 7390 (hereinafter referred to as "DCCFA") pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, M.S. Chapter 179A, as amended, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for Cultural Family Advocates ("CFA") during the term of this Agreement. The term "CFA" as used herein shall have that meaning as defined in Section 3.2 of this Agreement.

SECTION 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with PELRA, the School Board recognizes the DCCFA as the exclusive representative of CFAs as defined herein who are employed by ISD 196, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

2.2 Exclusive Representative

The exclusive representative shall represent all of the CFAs of ISD 196 as defined in Section 3.2 of this Agreement.

SECTION 3
DEFINITIONS

3.1 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 employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of ISD 196. "Terms and conditions of employment" are subject to section M.S. 179A.07. The terms and conditions are subject to the provisions of PELRA.

3.2 Cultural Family Advocates (CFA)

The term "CFA" shall mean all Cultural Family Advocates employed by ISD 196 in the appropriate unit pursuant to the Order of the Bureau of Mediation Services in Case No. 19PCE0559, who are public employees within the meaning of M.S. 179A.03, subd. 14, excluding supervisory and confidential employees.

3.3 ISD 196

ISD 196 shall mean the School District, School Board of Independent School District No. 196 or its designated representative.

3.4 DCCFA

"DCCFA" shall mean the Dakota County Cultural Family Advocates, Local 7390, or its designated representative.

3.5 Break in Service

A Break in Service shall be defined as a resignation from the district or resigning from a bargaining unit position for a new position in the district, retirement or termination, not including a layoff, long term disability leave, workers' compensation leaves, or Board-approved leave, or end of employment following a full-time temporary/defined term/grant position lasting at least one (1) full school year if rehired into a regular position within 20 duty days.

3.6 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

SECTION 4
ISD 196 RIGHTS

4.1 Inherent Managerial Rights

ISD 196 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.

4.2 Management Responsibilities

ISD 196 has the right and obligation to efficiently manage and conduct the operation of ISD 196 within its legal limitations and with its primary obligation to provide educational opportunities for the students of ISD 196.

4.3 Effect of Laws, Rules and Regulations

DCCFA recognizes that all employees covered by this Agreement shall perform the reasonable services prescribed by ISD 196 and shall be governed by the laws of the State of Minnesota, federal laws, and by ISD 196 policies, rules, regulations, procedures, directives and orders, issued by properly designated officials of ISD 196. DCCFA also recognizes the right of ISD 196 and its duly designated officials to promulgate policies, rules, regulations, procedures, directives and orders insofar as such policies, rules, regulations, procedures, directives and orders are not inconsistent with the terms of this Agreement and recognizes that ISD 196, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations and orders of state and federal governmental agencies. The foregoing enumeration of ISD 196 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to ISD 196.

SECTION 5
CFA AND DCCFA RIGHTS

5.1 Right to View

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any CFA 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 their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of DCCFA; nor shall it be construed to require any CFA to perform labor or services against his/her will.

5.2 Right to Dues Check Off

5.2.1 **Authorization**: Any member of the bargaining unit may authorize ISD 196 to deduct from his/her pay the amount of dues charged by DCCFA. This authorization must be in writing and forwarded by DCCFA to the ISD 196 payroll office not less than thirty (30) days prior to when the deductions are to begin. ISD 196 agrees to implement the dues deductions submitted by DCCFA and agreed to by the employee.

5.2.2 **Amount**: The total amount of yearly dues and the amount to be deducted monthly shall be specified by information on the authorization card, which will be provided by DCCFA.

5.2.3 **Deductions**: ISD 196 shall deduct one-seventeenth (1/17) of such dues from each regular salary check of the CFA beginning in October and ending in June of each year. Deductions for CFAs employed after the commencement of the school year shall be prorated to complete payments in June. ISD 196 shall remit to the exclusive representative within a reasonable time, the total amount deducted, accompanied by a list of those for whom deductions were made.

5.2.4 **Continuation**: When a bargaining unit member has so authorized a dues deduction, such authorization shall only be canceled annually by ISD 196 upon receiving the employee's termination of the authorization in writing from DCCFA no later than October 1 of each school year.

5.2.5 **Hold Harmless**: DCCFA shall indemnify, defend and hold harmless ISD 196 for the deductions made under this authorization.

5.3 Use of Facilities

5.3.1 **School Buildings:** The DCCFA may use school buildings before or after duty hours for meetings, with the prior approval of the principal of the school, provided that this shall not interfere with or interrupt school or Community Education operations. Expenses incident to the meeting shall be borne by the DCCFA whenever the use of such facilities results in an additional cost to ISD 196.

5.3.2 **Discussion:** ISD 196 will allow the exclusive representative's designee to meet with a newly hired CFA in a manner consistent with the requirements and limitations pursuant of PELRA, MN Statutes 179A.

5.3.3 **Other:** The DCCFA shall have the right to distribute appropriately identified notices and other material, through ISD 196 voice mail and e-mail systems, and in CFAs' mailboxes.

5.4 Personnel Files

5.4.1 **Requesting and Copying:** The personnel file of an individual CFA shall be available to the CFA within 10 business days of his/her written request as required by M.S. 13.04. Such file can be viewed by the CFA by appointment during regular district business hours and the CFA shall have the right to request a copy of all or part of such personnel file. CFA's will have the right to include a response to disciplinary letters in his/her personnel file.

5.4.2 **Grievances:** Official grievances filed by any CFA under the grievance procedure shall not be placed in the personnel file.

5.5 DCCFA Business (Union Leave) Time off.

5.5.1 In accordance with M.S. 179A.07, subd. 6, ISD 196 must afford reasonable time off to elected officers or appointed representatives of the DCCFA to conduct the duties of the exclusive representative.

5.5.2 **Release Days:** A maximum of (16) hours per school year may be used by DCCFA to conduct DCCFA business, but shall not be sued for negotiation, mediation or arbitration of any kind or anything related thereto. Such days shall be without loss of pay. If DCCFA uses more than (16) hours, ISD 196 will bill DCCFA at the CFA's rate of pay.

5.5.3 **Written Notification:** Written notification for the use of DCCFA leave must be made in writing by the DCCFA President to the Director of Human Resources, or designee, at least five work days in advance, indicating the following: the CFA designated to be released from duty, the date of release, the reason for the release, and the location where the CFA may be reached.

5.6 Access to Membership Information

ISD 196, upon request, shall provide member information to the DCCFA as permitted by M.S. 13.43.

5.7 Appointments

5.7.1 If ISD 196 creates a committee that affects the CFAs' terms and conditions of employment, the DCCFA president may request to appoint its representative.

5.7.2. The School District will notify the DCCFA president of the Community Collaboration Council (CCC) application process and timeline for applying for membership.

SECTION 6
COMPENSATION

6.1 Basic Compensation

Annual salaries are as follows:

Step	July 1, 2024	July 1, 2025
1	$51,264	$52,402
2	$54,114	$55,315
3	$56,963	$58,228

6.2 Advancement

6.2.1 CFAs shall advance one step on the salary schedule on July 1st of each year provided that they were employed in this bargaining unit prior to December 1st in preceding year.

6.2.2 CFAs shall not advance on the salary or longevity schedule until a new agreement is reached pursuant to PELRA, as provided in Section 6.1 and 6.3.

6.3 Longevity Pay

Effective July 1, 2024, CFAs who have 10 or more full years (185 duty days worked) of service but less than 15 as a CFA prior to July 1st shall receive an additional $500 per year more than the rate applicable in section 6.1.

Effective July 1, 2024, CFAs who have 15 or more full years (185 duty days worked) of service as a CFA prior to July 1, shall receive an additional $1,052 per year more than the rate applicable in section 6.1.

6.4 Language Pay:

CFAs who use a non-English language as part of their daily communication with students and their families, or to help facilitate oral communication between students, families and district staff, shall receive an additional $200 per year more than the rate applicable in Section 6.1.

6.5 Travel Allowance

CFAs will be reimbursed for all allowable private automobile usage, which is incurred in connection with school district business at the rate per mile that is excludable from the federal income tax (the IRS standard mileage allowance) on the date of such usage.

SECTION 7
GROUP INSURANCE

7.1 Health and Hospitalization Insurance

7.1.1 **Single Coverage**: ISD 196 shall contribute up to the sum of $931.00 per month toward the premium for individual coverage for each full-time CFA employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2025, ISD 196 shall contribute a sum not to exceed $1,005.00 per month. The CFA shall pay through payroll deduction any additional cost of the premium.

7.1.2 **Employee Plus One Dependent Coverage**: ISD 196 shall contribute up to the sum of $2,069.00 per month toward the premium for employee plus one dependent coverage for each full-time CFA employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2025, ISD 196 shall contribute a sum not to exceed $2,235.00 per month. The CFA shall pay through payroll deduction any additional cost of the premium.

7.1.3 **Family Coverage:** ISD 196 shall contribute up to the sum of $2,746.00 per month toward the premium for family coverage for each full-time CFA employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2025, ISD 196 shall contribute a sum not to exceed $2,966.00 per month. The CFA shall pay through payroll deduction any additional cost of the premium.

7.1.4 **HRA/VEBA**: For active CFAs participating in the high deductible health plan option, ISD 196 shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the ISD 196 contribution toward insurance as provided in Section 7.1.1, 7.1.2 or 7.1.3. This provision shall be in effect so long as ISD 196 offers a high deductible plan and the contributions listed in Section 7 exceed the cost of the high deductible plan premium by at least $10 per month.

7.2 Dental Insurance

ISD 196 will contribute $48 per month for single dental insurance coverage and $128 per month for family dental insurance coverage for each full-time CFA employed by ISD 196 who qualifies for and is enrolled in the ISD 196 group dental insurance plan.

7.3 Term Life Insurance

ISD 196 will contribute the full premium for $50,000 of term life insurance coverage for each full-time CFA employed by ISD 196 who qualifies for and is enrolled in the ISD 196 group term life insurance plan. Any CFA shall have the option of purchasing additional units of life insurance with the added premium cost to be paid by the CFA through payroll deduction.

7.4 Long-Term Disability Insurance

ISD 196 will make available a long-term disability insurance plan providing income to the extent of 66 2/3% of salary commencing after 90 consecutive calendar days of disability due to sickness or accident. Benefits to disabled CFAs will be determined and paid as described in the long-term disability policy. All new CFAs eligible for long-term disability plan shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

7.5 Eligibility

CFAs who work at least thirty (30) hours per work week shall qualify for ISD 196 contributions toward insurance coverage.

7.6 Selection

ISD 196 shall make the selection of the insurance carrier and policy.

7.7 Duration of Insurance Contribution

CFAs are eligible for ISD 196 contributions as provided in Section 7 while employed by and on paid status of ISD 196.

7.7.1 **Workers' Compensation Status**: CFAs receiving workers' compensation disability income benefits resulting from injury or illness incurred as employees of ISD 196 shall be considered on paid status for purposes of Section 7.

7.7.2 **Termination**: Upon termination of employment, all District contributions shall cease effective on the last day of the month, except as noted below.

A. Employed in a CFA assignment through the end of the school year and;
B. Qualify for and enrolled in District group insurance at the end of the school year, and;
C. Resume the CFA assignment on the first day of the subsequent school year, or thereafter at the direction of Human Resources, or hired at the beginning of the subsequent school year in a position that qualifies for District group insurance.

7.8 Claims against ISD 196

ISD 196's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against ISD 196 as a result of a denial of insurance benefits by an insurance carrier.

SECTION 8
LEAVES OF ABSENCE

8.1 Sick Leave

8.1.1 **Amount:** CFAs will receive twelve (12) sick leave days per year prorated if a partial year.

8.1.2 **Maximum Carryover:** Unused sick leave may be accumulated to a maximum of 120 days.

8.1.3 **Requirements for Accumulation:** A CFA with a break in service will not carry over unused accumulated sick leave days.

8.1.4 **Qualifications for Use of Sick Leave**:

A. Sick leave with pay shall be allowed by ISD 196 whenever a CFA's absence is found to have been due to illness of the CFA or CFA's child which prevented the CFA's attendance at work and performance of duties on that day or days.

B. Up to seven (7) days of sick leave may be charged to sick leave per occurrence for absences due to the serious illness of a CFA's spouse, parent, brother, sister, grandparent, grandchild, all in-laws of the same degree, and legal conservatee (with legal documentation), and all persons living in the household who rely on the support of the CFA.

CFA's may use sick leave for the reasons identified in MN Statute 181.9447 regarding Earned Safe and Sick Time. This provision is not intended to increase or decrease the amount of time provided for elsewhere in this section except as otherwise required by law. This provision shall be in effect only as required by MN Statutes 181.9445 through 181.9448 and is subject to any requirements or limitations therein. To the extend any different additional leave benefits are otherwise required by law, ISD 196 will comply with the legal obligations.

C. CFAs may use sick leave in quarter day increments.

D. CFAs may use one day of sick leave for religious observance that meets the requirements listed below.

- For religious observance of a sacred holiday as specified by the religion
- The religious observance where work is prohibited by the religion
- Such observance cannot take place outside of the normal work day
- A written request, including the details about the holiday, must be submitted to the Director of Human Resources at least ten (10) work days prior to the religious observance

8.1.5 **Requirement to provide Evidence of Illness**: ISD 196 may require a CFA to furnish documentation from a qualified medical provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

8.1.6 **Request and Notification for Sick Leave**: Sick leave pay shall be approved upon completion of a request submitted through the district online system for qualified reasons as soon as possible. Notification to the CFA's supervisor and the buildings the CFA serves must occur prior to the start of the duty day unless extenuating circumstances prevent such prior notice.

8.1.7 **Separation from Employment**: In the event of resignation, termination or discharge of a CFA to whom sick leave has been advanced in excess of that accumulated, the CFA is required to refund the amount paid for the period of such excess.

8.1.8 **Sick Leave during Unpaid Leave**: Sick leave will not apply nor may it be earned or accumulated during a leave of absence without pay, except for unpaid FMLA leave.

8.1.9 **Sick Leave may Supplement Worker's Compensation:** ISD 196 may pay the CFA upon the CFA's request, the difference between his/her regular salary and the salary and benefits received under the Minnesota Worker's Compensation Act for the duration of such absence, and such payments shall be deducted from sick leave and limited to the number of days accumulated.

8.1.10 **Sick Leave may Supplement LTD Benefits:** ISD 196 may pay the CFA upon the CFA's request the difference between his/her regular salary and benefits received under the long-term disability policy, such payments to be deducted from sick leave and limited to the number of days accumulated.

8.2 Medical Leave

8.2.1 **Medical Leave of Absence:** A request for a medical leave of absence, shall be accompanied by a written medical statement from the CFA's medical provider outlining the personal illness or disability requiring a leave and estimated time of which the CFA is expected to be able to return to duty. A CFA must also submit a release to return to work from their medical provider prior to returning to duty.

8.2.2 **Unpaid Medical Leave of Absence:** An unpaid medical leave of absence may be approved for up to twelve (12) months upon the approval and discretion of the Coordinator of Human Resources for such reasons as extended illness of the employee, extended illness in the employee's family or other reasons deemed appropriate at the discretion of the Coordinator of Human Resources. An employee that returns from approved leave of absence on the authorized date shall not lose his/her seniority rights. Leaves granted under this section are without pay or benefits unless provided for by state and/or federal laws.

8.2.3 **Renewal of Medical Leave of Absence:** An extension of a leave of up to one additional twelve (12) month period will be considered on a case-by-case basis. In all cases, the beginning date and the return date of the extended leave of absence must be approved by and determined at the discretion of the Coordinator of Human Resources.

After twelve (12) months or at the end of the extended leave of absence (twenty-four (24) months), if the employee does not return, his/her former position shall be posted and filled as a permanent position. The employee who formerly held the position shall have no right to return to it. The employee who does not return will be recommended for termination unless Human Resources receives a written resignation.

8.3 Bereavement Leave

8.3.1 **Spouse, Child, or Parent**: ISD 196 shall grant a leave for the death of the CFA's spouse, child or parent, siblings, grandparent, grandchild, in-laws of the same degree and person living in the household who relied on the support of the CFA. The first three (3) days per occurrence shall be paid leave and not be deducted from the CFA's accrued sick leave or emergency/personal leave. Additional days may be requested from the Coordinator of Human Resources and if approved, shall be deducted from the CFA's accrued sick leave or personal leave, or unpaid.

8.3.2 **Other Persons**: The CFA may request leave from the Coordinator of Human Resources for the death of all other persons not listed in Section 8.3.1. If approved, these days taken shall be deducted from the CFA's accrued sick leave or personal leave, or unpaid.

8.4 Military Leave

Military leave shall be granted in accordance with Minnesota Statutes.

8.5 Family Leaves

Family leaves for the birth or adoption of a child shall be granted in accordance with the requirements of state, federal and FMLA law governing family leave.

8.6 Adoption Leave

ISD 196 shall grant each CFA up to twenty (20) duty days for the adoption of a child. Adoption leave may include, but is not limited to pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings. ISD 196 shall allow CFAs to use any accrued paid sick or personal leave for this leave, the remainder of which shall be unpaid. This leave may be extended under FMLA Leave and shall count toward a CFA's FMLA Leave allowance.

If a CFA is FMLA eligible and requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Leaves, Section 8.5, on an unpaid basis.

8.7 Personal Leave

8.7.1 Employees will receive three (3) days of personal leave each year. Personal leave may be used in half or full day increments. If these days are not used at the end of the school year and the CFA is employed on the last duty day of the school year, the CFA will carry over one (1) day to be used as the first personal leave day taken during the next school year.

8.7.2 Notification

Notification for taking of personal leave must be made to the CFA's supervisor and notification to the buildings that the CFA serves at least three (3) days in advance except in the event of an emergency. In the event that it is impossible to provide the written notice, oral approval must be obtained from the CFA's supervisor.

8.7.2.1 The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees

8.8 Jury Duty

Any CFA who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the CFA paying to ISD 196 any fees received, minus travel allowance, for such jury service.

SECTION 9
HOURS OF SERVICE AND LENGTH OF SCHOOL YEAR

9.1 CFA Duty Days

The contract year shall consist of 185 duty days. CFAs shall perform services on those days as determined by ISD 196, including those legal holidays on which ISD 196 is authorized to conduct school, and pursuant to such authority has determined to conduct school.

9.2 CFA Basic Day

The CFA basic day shall be eight (8) hours.

9.3 Work Hours

The CFA's specific work hours at any individual building may vary according to the needs of the educational program of ISD 196. The supervisor will designate the CFA's specific work hours for each building.

9.4 Duty-Free Lunch

Each CFA shall be provided an unpaid thirty (30) minutes of duty-free lunch.

9.5 School Closings/Delayed Start Days and Early Dismissal Days

In the event of the cancellation of a student contact day, CFAs shall be paid and perform duties on such day or any other day in lieu thereof as determined by ISD 196. CFAs will work and be paid for their regular hours on delayed start and early dismissal days.

9.6 E-Learning Days:

CFA's are required to work on e-learning days and will receive their regular contracted pay for such days. On district-wide e-learning days, work may be done remotely but CFA's must be accessible online and by telephone during normal work hours to students, families and supervisors. CFA's should follow the guidance from their supervisor on these days and may be provided with continuing education or other work to be done remotely. CFA's may request use of a personal leave day if they choose not to work an e-learning day. In the event of an e-learning day at an individual school(s), but not district-wide, CFA's will be expected to complete work in person at another district site for their contracted work hours.

9.7 Flex Time, Compensatory Time and Overtime:

9.7.1 Flex Time: Flex time is an adjustment to the CFA's usual scheduled starting and/or ending times, typically to avoid exceeding 40 hours in a work week (e.g., a CFA who works one hour late on Monday may be approved to leave one hour earlier on Tuesday). Flex time may not be used to decrease or increase a CFA's total hours for the work week.

CFAs who have a legitimate work need to flex their hours during a work week must receive written permission from their supervisor in advance or as soon as possible in unforeseen situations, or notification to supervisor and building if less than 30 minutes in a given week for unforeseen situations.

9.7.2 Comp Time: Comp time is time off to compensate an employee for hours worked beyond 40 hours during one work week. Hours worked over 40 are exchanged for time off in a subsequent week at the rate of one and one-half times the hours worked (e.g., a CFA who worked 41 hours in a work week, may be credited with an hour and ½ of time off to take in a subsequent week).

CFAs who have a legitimate work need to work additional hours during a work week must receive written permission from their supervisor in advance.

All comp time earned prior to January 31st must be used by January 31st. Comp time earned during this time period that is unused will be paid at the CFA's regular rate of pay on a January paycheck.

Comp time earned after January 31st and before June 1st must be used before June 1st. Comp time earned during this time period that is unused will be paid at the CFA's regular rate of pay on a June paycheck.

Comp time may not be earned after May 31st, but CFAs may be eligible to earn overtime as described below. "Hours worked" excludes any time compensated but not actually worked such as any paid leaves.

9.7.3 Overtime: Overtime is additional hours worked beyond 40 hours during one work week which is exchanged for pay. All overtime will be paid at the rate of time and one-half of the CFA's regular rate of pay for the hours worked over 40.

CFA's who have a legitimate work need to work additional hours during a work week must receive written permission from their supervisor in advance.

"Hours worked" excludes any time compensated but not actually worked such as any paid leaves.

ISD 196 shall determine which of the above methods will be used in consultation with the CFA.

SECTION 10
SALARY PAYMENTS AND DEDUCTIONS

10.1 Pay Periods

Payments and deductions shall continue as they have in the past. Effective July 1, 2021 the language below will apply to payments and deductions.

10.1.1 **Defined**: CFAs will be paid twice per month, with checks distributed on the 15th and the last day of the month. In the event either of these days should fall on a weekend or holiday, payday will be on the preceding workday.

10.1.2 **Options**: CFAs will have two options in regard of payroll checks:

A. 1/20 of their annual salary on each of the first 20 pay dates beginning first pay date in September.
B. 1/24 of their annual salary on each of the 24 pay dates beginning first pay date in September.
Options once made are final for the entire school year.

10.1.3 **Continuation**: Returning CFAs shall retain the same option as they had the previous school year unless ISD 196 Human Resources Department is otherwise notified prior to Aug. 31 of the school year. New CFAs must notify ISD 196 payroll office of their selected option before Aug. 31 or they will automatically be given option A above. CFAs employed after Aug. 31 have their pay spread over the remaining pay dates, option A only.

10.2 Deductions

For purposes of calculating salary deductions CFAs shall have their salary reduced by 1/185 for any unpaid absence.

SECTION 11
TAX DEFERRED MATCHING CONTRIBUTION PLAN

11.1 Tax Deferred Matching Contribution Plan

Employees with at least five (5) years of employment in the District are eligible to participate in the tax-deferred matching contribution plan. Eligible employees may only begin receiving the matching contribution on their first paycheck following July 1st. The plan shall be approved and subject to applicable provisions of Minnesota Statues and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto. The District contribution of $2,556.00 per year effective July 1, 2024 and $2,556.00 per year effective July 1, 2025 is payable up to the amount that the employee authorizes a matching salary reduction. This matching contribution will be prorated to the CFA's FTE. The District contribution and matching employee contribution will be made to a company of the employee's choice from the District list of eligible tax shelter companies. It is the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the District. Participation in the plan is voluntary.

SECTION 12
PROBATIONARY PERIOD, JOB POSTING AND SENIORITY

12.1 Probationary Period

A CFA shall, under the provisions of this Agreement, serve a probationary period of one (1) continuous year worked in an eligible position in the unit, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such CFA; and during this probationary period the CFA shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary CFA shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. Individuals hired into positions posted as temporary or defined term or grant funded positions for less than one (1) full school year, shall not be eligible to complete a probationary period and attain seniority in this bargaining unit, regardless of the term of the position.

12.2 Posting of Job Openings

New positions will be posted for a period of not less than five (5) days.

12.3 Seniority List

Individuals who successfully complete their probationary period shall be added to the seniority list with a seniority date reflecting their first paid day of work in an eligible position in which they have been continuously employed.

12.3.1 **Seniority Tie Breaking:** The parties agree that when more than one CFA shares a seniority date, the CFA with the lower School District employee number shall be deemed senior.

12.4 Loss of Seniority

Seniority shall be lost due to resignation, discharge for cause, or failure to return from leave of absence upon the expiration of the period of leave approved by the School District.

SECTION 13
LAYOFF

13.1 Layoff Procedure

In the event declining enrollments, budgetary constraints or administrative reorganization make it necessary to discontinue certain positions, employees shall be laid off based upon job category. The District will consult with the DCCFA President prior to layoffs to determine if there are alternatives to layoffs. However, the District will make the final layoff decision. Probationary CFAs do not have rights to layoff. No non-probationary CFA shall be laid off while a probationary CFA is retained within the same job category.

The least senior employee with the job category subject to lay off shall be laid off first. The affected employee with 10 years or less of employment as a CFA, will be placed on a recall list and have recall rights for a period of two years from the date of layoff. The affected employee with more than 10 years of employment as a CFA, will be placed on a recall list and have recall rights for a period of three years from the date of layoff. The District will maintain a recall list.

13.1.1 **Reinstatement**: Recall from layoff shall be based on job category. If a position within a laid off employee's job category becomes available, the most senior employee on the recall list within that job category will be recalled first. The District will contact the employee by U.S. Mail and email notifying the employee of the recall and the date employment is to begin. The employee will have two weeks from the date of the letter to accept the recall. Employees failing to respond to the recall notice within the two week period, declining a recall offer or failing to return to work on the date employment is scheduled to begin shall be considered resigned with no further recall rights and will be removed from the recall list. A CFA accepting a non-CFA position does not lose their right to recall.

13.1.2 **Contact Information for Notice of Recall**: CFAs placed on layoff are responsible for providing current contact information including, phone number, mailing address and email address to the human resources office to be eligible for recall notice. The laid off CFA shall have the obligation of updating contact information if it changes.

13.1.3 **CFA Job Categories**:

Primarily supporting Latinx students and families
Primarily supporting Somali students and families
Primarily supporting African American students and families
Supporting Indian Education students and families
Other categories as determined by the School District

SECTION 14
DISCIPLINE

14.1 Progressive Discipline

The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including discharge, may be warranted in instances involving severe or repeated misconduct. A CFA may be suspended without pay, discharged or disciplined only for just cause.

14.2 Representation

A CFA who has been disciplined through a written reprimand and/or a letter of deficiency, and/or suspension without pay shall have the right to file a grievance under the grievance procedure. A probationary CFA may be disciplined or terminated and shall not be subject to the provisions of this article.

SECTION 15
GRIEVANCE PROCEDURE

15.1 Grievance Definition

A dispute or disagreement as to the interpretation or application of any term or terms of this agreement may be processed as a grievance as hereinafter provided.

15.2 Representative

ISD 196 may be represented during any step of this procedure by its designated representative. The CFA shall be represented during any step of this procedure by DCCFA. Only DCCFA shall process a grievance through any step, including arbitration, of this grievance procedure.

15.2.1 **Limitations**: Grievances will not be valid for consideration unless the grievance is submitted within 20 days of the date the grievance arose. Failure to file any grievances 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.

15.2.2 **Extension**: Time limits specified in this Agreement may be extended by mutual agreement.

15.2.3 **Days**: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law, except as otherwise specifically indicated herein.

15.2.4 **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, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

15.2.5 **Filing and Postmark**: The filing of service of any notice of document herein shall be timely if it bears a postmark of the United States mail within the time period, or is hand delivered to the office of the designated representative to the other party or is emailed to and received by the designated representative of the other party.

15.3 Adjustment of Grievance

ISD 196 and the CFA shall attempt to adjust all grievances that may arise during the course of employment of any CFA within ISD 196 in the following manner:

15.3.1 **Level I**: In the event that a CFA believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her supervisor. If the grievance is not resolved through these informal discussions, the supervisor shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

15.3.2 **Level II**: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent or designee, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance, which meeting shall take place within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

15.3.3 **Level III**: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board or designee, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board or designee, the School Board or designee shall set a time to hear the grievance, which meeting shall take place within 15 days after the receipt of the appeal. Within 15 days after the meeting, the School Board or designee shall issue its decision in writing to the parties involved.

15.4 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 within ten 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.

15.5 Denial of Grievance

Failure by ISD 196 to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the CFA may appeal it to the next level.

15.6 Arbitration Procedures

In the event that the CFA and ISD 196 are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

15.6.1 **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 ten days following receipt of the decision in Level III of the grievance procedure.

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

15.6.3 **Selection of Arbitrator**: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five 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 from the Bureau of Mediation Services (BMS), pursuant to M.S. 179A.21, Subd. 2, a list of arbitrators selected by the Commissioner, providing such request is made within ten (10) days after request for arbitration. Upon receipt of the list of arbitrators, ISD 196 and DCCFA shall alternatively strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. If the parties do not request an arbitrator from the BMS within the time periods provided herein, it shall constitute a waiver of the grievance.

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

15.6.5 **Decision**: The decision by the arbitrator shall be rendered within a reasonable time period after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations as provided in PELRA. The arbitrator cannot add to, delete, or modify the Agreement in any way and his/her decision shall be confined to the written grievance only.

15.6.6 **Expenses**: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses 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, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the cost of the transcript or recording.

15.7 Election of Remedies and Waivers

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Section. Upon instituting a proceeding in another forum as outlined herein, the CFA shall waive his/her right to initiate a grievance pursuant to this Section, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

SECTION 16
DURATION

16.1 Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter pursuant to PELRA, except that CFAs shall be paid at the basic salary set forth on the

CFA's individual contract. If either party desires to negotiate a new agreement commencing on July 1, 2026, it shall give written notice of such intent no later than March 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

16.2 Effect

This Agreement constitutes the full and complete written Agreement between ISD 196 and DCCFA representing the CFAs of ISD 196. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, ISD 196 policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

16.3 Finality

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless the parties mutually agree.

16.4 Severability

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

16.5 Copies of Record

There shall be five (5) signed copies of the final Agreement for the purposes of record. Two (2) copies will be retained by ISD 196, two (2) copies by DCCFA and one (1) copy by the Director of the Bureau of Mediation Services.

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

DAKOTA COUNTY CULTURAL FAMILY ADVOCATES

President

Secretary

Chief CFA Negotiator

CFA Negotiator

CFA Negotiator

Ratified this 3 *day of* Feb., 25

INDEPENDENT SCHOOL DISTRICT 196

Chairperson

Clerk

Approved this 10 *day of* February, 2025