



Robbinsdale Equity Allies

Robbinsdale Area Schools

New Hope, MN 55427

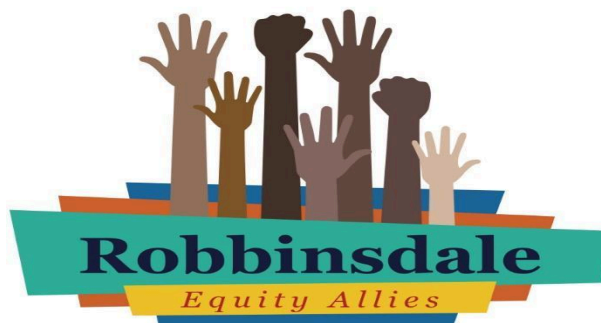


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ROBBINSDALE AREA SCHOOLS
Robbinsdale Equity Allies

Preamble

The School Board and the Robbinsdale Equity Allies recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

Agreement

This agreement , entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Equity Allies which includes but not limited to the; School Climate and Culture Specialist, Family And Community Engagement Specialist, and American Indian School Climate and Culture Specialist, Administrative Assistant for Indian Education, Achievement and Integration or any and all workgroup(s)that provides support throughout the district are all REA members of the Robbinsdale Equity Allies Local Labor Union members of the Achievement and Integration department, hereinafter referred to as REA members, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, provides the terms and conditions of employment for the professional staff during the duration of the agreement.

Recognition

In accordance with the PELRA, the School Board recognizes the Robbinsdale Equity Allies as the exclusive representative of REA members employed by Robbinsdale Area Schools District # 281, and its School Board. The REA member shall represent all the REA members of the district and the department of Achievement and Integration as defined herein in this agreement and in said act.

ARTICLE I: Definitions

School district shall mean Independent School District 281, Robbinsdale Area Schools. For the purpose of administering this agreement, the term School Board shall mean the School Board or its designated representative.

PELRA shall mean the Minnesota Public Employment Labor Relations Act, as amended. All other terms used in this agreement shall have those meanings as defined by PELRA, as amended.

1-1 Robbinsdale Equity Allies

Robbinsdale Equity Allies, which includes but is not limited to, School Climate and Culture Specialist, Family And Community Engagement

Specialist, and American Indian School Climate and Culture Specialist, Administrative Assistant for Indian Education, Achievement and Integration are exempt employees of the Achievement and Integration department or workgroup that provides support throughout the district and in the school buildings in a variety of ways for/to the educational process which shall be outlined within this document. All A&I department employees are members of the Robbinsdale Equity Allies Local Labor Union.

EXEMPT EMPLOYEE STATUS

The REA and the School Board agree that all employees within the REA bargaining unit meet the salary test and duties test making them classified as exempt employees under applicable federal and state wage and hour laws pursuant to the academic administrative exemption. In the event that any member of the REA bargaining unit and/or government agency contests or challenges the exempt status of any bargaining unit employee, the REA shall defend and indemnify the School District against all claims, liabilities, costs, and expenses arising from such contest or challenge, including but not limited to legal fees, settlements, and judgments.

FULL TIME

For the purpose of eligibility for the benefits set forth herein, a full time employee shall be defined as an employee working a minimum of 40 hours per week. All employees must work 40 hours per week in order to receive benefits as a full time employee.

PART TIME

For the purpose of eligibility for the benefits set forth herein, a part time employee shall be defined as an employee working at least 20 hours per week but less than 40 hours per week and working a minimum of 36 weeks per year.

ARTICLE II: School Board Rights

The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and the selection, direction and number of personnel.

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

REA members will only provide Equity work that supports the goals of the Achievement and Integration Plan, department goals, and objectives.

This agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system.

The School Board and REA support the Affirmative Action Plan, which states that School District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, except where such status is a bona fide occupational qualification. If REA members are on unrequested leave, the district will aggressively recruit and attempt to hire REA members from protected classes.

ARTICLE III : Robbinsdale Allies Equity Rights

In accordance with PELRA, the School Board recognizes the Robbinsdale Equity Allies (REA), Local, as the exclusive representative of REA members employed by the School Board of Independent School District 281, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this agreement.

When meetings are mutually scheduled by the parties to confer or negotiate during working hours, the REA members, upon proper application, shall suffer no loss of pay.

Upon request to the community education and facilities division or building principal, the REA shall be permitted to meet within the school at times and under circumstances that will not interfere with the instructional programs or the total school use. Normally, requests for such use shall be at least twenty-four (24) hours in advance. Expenses incidental to the meeting, other than those normally a part of school operation, shall be borne by the REA.

Bulletin-board space shall be made available in each school for the exclusive use of the REA to post materials dealing with REA union business.

The REA shall have use of the inter school mail system of the district on matters regarding the REA and related activities.

The REA shall be permitted to use school equipment within the school, such as computers and copy machines, in relation to REA activities at times and under

circumstances that will not interfere with the instructional programs or the total school use. All expenses incidental to the use of such equipment shall be borne by the REA.

The School Board shall make a reasonable effort, within a reasonable amount of time, to provide the REA with requested information pertinent to negotiations and grievances. Should the request involve information that is not readily available and entail considerable time, the REA agrees to share administrative costs.

Up to twelve (12) days leave per year shall be granted upon the request of the REA union president REA members/delegates for purposes related to the conduct of REA business. Any person using such days must be a member of the REA members bargaining unit.

ARTICLE IV: REA Members Rights

Membership in the REA/ Robbinsdale Equity Allies organization shall not be required as a condition of employment.

No REA members shall be prevented from informally discussing a complaint with the REA members immediate superior or from processing a grievance in the REA members behalf in accordance with the grievance procedures hereinafter set forth in Article V.

Nothing contained herein shall be construed to prevent any authorized representative of the School Board from meeting with any staff members in the bargaining unit for the purpose of hearing the views and proposals of its members except that, as to matters presented by such organizations which are proper subjects of negotiations, the REA shall be informed of the meeting and be permitted a representative.

Upon receipt of a properly executed membership authorization card of the REA member involved, the school district will deduct from the REA member's paycheck the dues that the REA members have agreed to pay to the REA Union organization during the period provided in said authorization. Normally, deductions shall be made in twenty (20) equal installments.

The School Board agrees to provide payroll deduction for members of the bargaining unit who wish to use this method for contributing to REA.

REA members shall be entitled to have a Union representative present at any and all meetings with district officials when the nature of the meeting involves disciplinary matters covered in Article IX, Section 19.

ARTICLE V: Grievance Procedures

5-1 Definition

A "grievance" shall mean an allegation by a REA member resulting in a dispute or disagreement between the REA members employee and the School Board as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this agreement. Where the singular use of the word REA members is used, the plural of REA members may be substituted, where applicable.

5-2 Representation

5-2-1 School District

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the administration's behalf.

5-2-2 The Grievant

The grievant shall be represented at all steps of the grievance procedure by the REA, unless the REA refuses to carry the grievance. In the event the REA chooses not to process a grievance at any level, the grievant shall not be limited from proceeding independently or with representation other than the REA. The grievant shall be present at all steps of the procedure that the grievant elects to pursue. In the case of a group grievance where more than one REA member is involved, the group shall choose three or fewer REA members to act as grievances.

5-3 Extension

Time limits specified in this agreement may be extended by mutual agreement.

5-4 Days

Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days REA members are required to be on duty.

5-5 Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved REA members to proceed to the next step. Failure at any step of this procedure to appeal a

grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

5-6 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 school holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a school holiday.

5-7 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

5-8 Adjustment of Grievances

All effort shall be made to resolve any conflict by the REA members involved, with the supervisor or administrator directly involved. Any grievance must be filed within a reasonable time not to exceed thirty (30) school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep the grievance from carrying over into another fiscal year. Grievances of a REA members, during the course of the REA members employment, shall be presented and adjusted in the following manner:

5-8-1 First Level

The statement of the grievance shall be in writing and the proceedings informal. It shall be submitted on the prescribed form to the first-level administrator who possesses the authority to adjust the grievance. A copy shall be submitted to the Director of Achievement and Integration, the REA member, and the REA Union President.

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within ten (10) school days after the receipt of said written grievance, the Director of Achievement and Integration shall discuss the allegation with the REA member in order to seek satisfactory settlement of the grievance. The Director of Achievement and Integration, shall submit a decision in writing to the REA member, the Executive Director of Human Resources, and the REA Union President. If a satisfactory settlement cannot be reached within ten (10) school days, the second level may be initiated within five (5) school days thereafter.

5-8-2 Second Level

Any REA members who have not received satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within fifteen (15) school days of receipt of the grievance, the superintendent, or the superintendent's designate, shall meet with the aggrieved, the supervisor or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent, or the superintendent's designate(s), shall render the superintendent's decision in writing to the parties involved, including the REA. If a satisfactory settlement cannot be reached within fifteen (15) school days after the superintendent's hearing, the third level may be initiated within five (5) school days thereafter.

5-8-3 Third Level

If a satisfactory settlement is not reached at the second level, either party may voluntarily request mediation through the Bureau of Mediation Services. The School Board will receive notice the grievance has reached the third level. Both parties must agree to use this step; otherwise, the unresolved grievance will proceed to the fourth level. If no agreement is reached within twenty (20) days, the unresolved grievance will proceed to the fourth level.

5-8-4 Fourth Level

Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators, providing such a request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains that shall be the agreed-upon arbitrator. Failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

5-8-5 Hearing

A single arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose provided the selection is consistent with 5-2-2. 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 nova. The arbitrator shall swear all witnesses upon oath.

5-8-6 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 before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations to arbitration decisions as provided by in the Bureau of Mediation Services, as amended. The arbitrator shall issue a written decision and order including findings of fact that should be based upon substantial and competent evidence presented at the hearing.

5-8-7 Expense

Each party shall bear its own expenses in connection with arbitration or mediation including expenses relating to the party's representatives, witnesses and any other expenses that the party incurs in connection with presenting its case in arbitration or mediation. The parties shall share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party(ies).

5-8-8 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrators extend to matters of inherent managerial policy.

5-8-9 Appearance and Representation

Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the REA members' personal leave. School hours are defined herein as the hours during which the REA members are assigned direct control of the students.

5-9 Investigation of Grievances

The investigation of grievances shall not interfere with the orderly process of education in District 281.

5-10 Election Remedies and Waiver

A party instituting any action, proceeding, or complaint in a Federal or State Court of Law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Article.

Upon instituting a proceeding in another form as outlined herein, the REA members shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to an action to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. If a court of competent jurisdiction rules contrary to the Board of Governors rulings, or if the Board of Governors is judicially or legislatively overruled, then the italicized portion of this section shall be deleted.

5-11 Non-Contractual Grievances

A non-contractual grievance shall mean an alleged misapplication, misinterpretation or violation of policy or practice governing or affecting REA members that does not meet the definition of a grievance as set forth in 5-1 of this agreement and, therefore, cannot be processed under Article V. The grievance procedure outlined in Article V of this agreement shall apply to grievances filed under 11-1, except no hearing shall proceed beyond Level III, and the School Board or a subcommittee of the board shall hear all non-contractual grievances appealed to Level IV.

ARTICLE VI: Working Conditions

6-1 Building assignments/Work hours

The Director and Assistant Director of Achievement and Integration will determine initial placement of Robbinsdale Equity Allies. These are district wide positions and staff may be relocated after a discussion with the REA member to different sites based on the needs of the department or district.

6-2 District Required Information and Reports

6-2-1 Personnel Information

Each REA member should or can submit a Social Security number, an official transcript of all college credits and other information required by state and federal statutes. This material will be kept on file in the Human Resources Office during the entire time that the REA members are employed in the school system.

The personal files of individuals of REA members shall be available within 7 business days of his/her written request as required by M.S. 13.04.

6-3 Personnel Files

6-3-1 Availability of Personnel File

The REA members current personnel file shall be housed in the Human Resources Office of District 281 and shall be available to the REA members at convenient times. All materials generated for such a file shall be placed in the REA members personnel file and no other REA members personnel file shall be kept. Convenient time is understood to mean that the Human Resources or Superintendent's Office will arrange an appointment during regular business office hours or some other mutually convenient time when the REA members request such an appointment. The school district may destroy such files as provided by law.

The REA members shall be given an opportunity to read material contained in the REA members personnel file, except confidential material as defined by the Minnesota data privacy act. A representative from the office of the Executive Director of Human Resources will be present during this review.

6-3-2 Confidential Material

Recommendations and confidential reports received on a REA members application for initial employment or promotions will not be available for inspection until such time that law permits inspection of such materials.

6-3-3 Right to Answer Material Filed

The REA members shall have the right to respond to any material filed and the REA members response shall be attached to the file copy.

6-3-4 Reproduction of Material Filed

The REA members may reproduce any material in the REA members file, except confidential material as defined in this article. If the number of pages requested exceeds twenty, the district may charge the REA members for all pages requested.

6-4 Allowable expenses

Within the limits stated in this Section, attendance at national or regional conventions, workshops, clinics or other meetings approved by the Supervisor. Such meetings shall be in areas of relevance to the contractual responsibilities of the individual and subject to the approval of the Department Director and or Assistant Director. "Costs for attendance" shall mean registration fees, lodging, food, internet access, and travel. Expenses to be reimbursed shall be properly documented using the appropriate voucher form in accordance with District regulations.

6-5 Emergency Closings and Late Starts

REA members will follow the e-learning plan. REA members will have the option to work remotely unless the Director or Assistant Director requires them to come in for collaborative work

6-6 Holidays

Each REA member shall perform services on those work days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. The Employer recognizes the right of the association to develop a working days calendar through a meet and confer process.

6-7 Religious Holidays

Non-licensed Robbinsdale Equity Allies may be granted up to three (3) days of leave with pay per year for observance of religious holidays. Non-licensed Robbinsdale Equity Allies requesting time off for a religious holiday shall submit a request to the Director of Achievement and Integration and Executive Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

6-8 Calendar

REA members must keep a google calendar shared with Director and Asst Director Of A&I Department and updated weekly

6-8-1 Calendar Year

REA members will need to follow the 195 day calendar on the district intranet.

6-9 Length of School Day and Student Contact Time

The normal work schedule shall be forty (40) hours per week consisting of five days.

Full time employees shall have a thirty (30) minute non-paid duty-free lunch. Thirty (30) minutes shall be allowed for lunch, which time shall be uninterrupted and duty- free.

6-10 New REA Members Induction Program

Probationary REA members will be expected to participate in the new REA members Induction Program. Up to twenty (20) hours per year will be required. Eight (8) hours of shadowing an REA lead at the instructional level the REA member has been hired for to ensure a clear understanding of responsibilities, expectations, and contractual obligations.

6-11 Professional Responsibilities

REA members shall focus their professional expertise on activities that support student success, equity, and school-wide systems. The specialized functions of the role include MTSS support, family engagement, including district events, equity initiatives, culturally responsive practices, and serving as the central focus of professional time. All schedules are structured around these core responsibilities, ensuring REA members have dedicated time to fulfill the purpose and intent of the role.

6-14 Vacancies Definition

A vacancy shall mean an unfilled position within the bargaining unit which the school district elects to fill consisting of eighty (80) or more days of work during the school year, and for which no REA members returning from leave of absence has a claim or wishes to exercise a claim to the position.

6-15 Resignations

The School Board requires two (2) weeks' notice, in writing, from the Robbinsdale Equity Allies who chooses to resign.

6-16 Evaluation

The Director and/or Assistant Director of Achievement and Integration shall conduct formal evaluations of all Robbinsdale Equity Allies (REA), including one (1) mid-year review and one (1) end-of-year review during each evaluation cycle.

Evaluation assignments shall be structured to ensure that each REA member is evaluated by both the Director and the Assistant Director within the same evaluation cycle. The administrator who conducts the mid-year review for an REA member shall not conduct that same employee's end-of-year review. Evaluation responsibilities will be intentionally rotated or exchanged between the Director and Assistant Director to support this process.

ARTICLE VII: Unrequested Leave, Reinstatement & Seniority

7-1 Unrequested Leave of Absence

7-1-1 Purpose

The purpose of this article is to set forth the plan negotiated pursuant to providing the procedure whereby as many REA members as may be necessary may be proposed for placement on unrequested leave of absence and placed on unrequested leave of absence without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations or mergers of classes caused by consolidation of districts.

7-1-2 Definition of Probationary REA Members

For the purpose of this article, the following shall apply. Newly hired REA members will serve a 12-month probationary period, (1) continuous school year. The district may discharge an REA member at any time during the probationary period for failure to meet job expectations. The probationary REA member will receive a minimum of two (2) performance evaluations during the probationary period. The REA member(s) becomes a permanent employee after successful completion of the probationary period.

7-1-3 Notification

REA members proposed to be placed on unrequested leave of absence shall be notified by certified mail, return receipt requested, or shall be

personally served.

7-1-3-3 Effect

Final placement on unrequested leave shall be completed by July 1 of the school year. All unrequested leaves shall become effective on the last contract day of each school year.

7-1-3-4 Reassignment and Realignment

Prior to placing REA members on unrequested leave, the school district shall realign and reassign REA members. The district shall not be required to realign or reassign REA members when reinstating REA members from unrequested leave. The effective date of placement on unrequested leave shall be the end of the school year.

7-2 Availability

No appointment of new REA members shall be made while there is available on unrequested leave a REA member who is properly licensed to fill such a vacancy.

7-2-1 Notification

When practicable, notification of recall shall be by certified delivery mail with return receipt requested.

7-2-2 Response

It shall be the responsibility of REA members placed on unrequested leave of absence to maintain a current listing of their name, telephone number and mailing address with the District 281 Human Resources Office. A REA member shall have seven (7) days from date of mailing, personal service or telephone notification, which will be verified in writing, of recall to advise the Human Resources Office, in writing, of the intent to accept the offer or the intent to reject the offer.

If a REA member does not respond in the seven (7) day period, the REA members waives all right to reinstatement and the School Board may terminate the REA members' employment.

REA members on unrequested leave of absence who intend to be absent from their current mailing address for an extended period of time, may file with the Human Resources Office using the designated form, their

acceptance or rejection of a position vacancy, if such vacancy were to occur during the period of their absence. In addition, REA members may designate an individual, on the prescribed form, with the authority to make a decision regarding any such vacancies that arise during the absence of the REA members.

7-2-3 Waiving Right to Re-Employment

If a REA member waives the right to re-employment in the position offered, the position shall be offered to the REA members with the next greater seniority, provided that REA members for the position.

7-2-4 Completion of Recall Procedure

Pending completion of the recall procedure, positions may be filled on a temporary basis.

7-2-5 Full-time and Full-year Positions

For the purposes of this paragraph, full-year, full-time employment means employment of at least 195 days per year.

7-2-6 Right to Available Positions

In the event of downsizing due to enrollment changes or programmatic need, staffing decisions shall include but are limited to documented job performance, effectiveness in role, relevant skills, and demonstrated impact. Seniority alone shall not be the sole determining factor.

Employees affected by such downsizing who meet performance expectations shall retain the right to be placed into available full time positions of eighty (80) or more working days per year, for which they are qualified.

7-3 Seniority

The district shall maintain a current seniority book containing seniority lists. The book shall also contain a master seniority list of all staff eligible to work in the REA's collective bargaining unit chronologically by seniority date.

7-3-1 Correction to Seniority List

Any REA members who disagrees with the accuracy of any of the information on the draft copy of the seniority list shall have fifteen (15) working days to obtain a correction directly from the district, or ten (10) working days from the date of distribution of the final seniority list to

challenge through the grievance procedure as set forth in this agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

ARTICLE VIII: Assignments and Transfers

8-1 Definitions

8-1-1 Transfer

The term transfer, as applied in this section, means the change of an REA member between building assignments.

8-1-2 Building Assignments

The term building assignment refers to the specific work site or program location an REA member is assigned to, as determined collaboratively between the Achievement and Integration Director and Assistant Director

8-2 Voluntary Transfers Involving a Position Exchange

REA members who wish to change buildings may request a voluntary transfer. Voluntary transfers include:

1. Transfers effective at the start of the next school year
2. Mid-year transfers (for current-year vacancies)
3. Position exchanges between REA members

All transfer requests must be reviewed and approved by the Director and Assistant Director of Achievement and Integration, and the REA member.

8-2-3 Exclusion from Voluntary Transfer

The Director and Assistant Director of Achievement and Integration will determine the initial placement of Robbinsdale Equity Allies. These are district-wide positions, and staff may be moved to different sites based on the needs of the department or district. Staff within the Achievement and Integration

Department may transition to other roles within the department based on the needs of the district. REA members will not be reassigned without prior discussion and justification tied to district needs. REA members who are on a performance improvement plan may not transfer to a different site.

8-3 Involuntary Transfers

Administrative transfers are initiated by the Director and Assistant Director of Achievement and Integration and should be made only when necessary due to programmatic changes, enrollment shifts, or other substantial reasons.

When an involuntary transfer is proposed, the REA member will be:

- Given written notice and rationale at least ten (10) working days in advance;
- Offered a meeting with the Director of Achievement and Integration and the REA Union Representative to discuss options;
- Considered for available vacancies that align with their certification, experience, and preference.

Transfers shall not be used as disciplinary action or as a substitute for progressive discipline.

ARTICLE IX: Discipline

9-1 Steps of Discipline

Discipline will be imposed in no specific order and will be based on the seriousness of the infraction:

- a. Oral reprimand
- b. Written reprimand
- c. Letter of deficiency
- d. Retraining the area of deficiency
- e. Administrative Transfer
- f. Suspension without pay
- g. Discharge
- h. Withholding of a salary increase or increment

9-2 Meeting at Which Disciplinary Action is Taken

Disciplinary action taken pursuant to this article shall be administered at a meeting called for such a purpose. The REA member(s) shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to REA representation. In unusual circumstances, when warranted, disciplinary action may be taken immediately by the Director of A&I

Department. In such situations, a meeting will be scheduled thereafter when practicable, to discuss the matter with the employee.

9-3 Notice

Except in the case of an oral reprimand, the affected REA member(s) and the REA Union shall be provided a written copy of the disciplinary action imposed.

9-4 Appeal to the Grievance Procedure

Except as noted in section 9-5 below, disciplinary action taken pursuant to this article may be appealed to the grievance procedure as contained in Article V of this agreement. Except in the case of a written reprimand, grievances shall be initiated at Step II and shall be subject to the arbitration provisions of the grievance procedure.

9-5 Reprimands or Letter of Deficiency

Oral reprimands shall not be subject to the grievance procedure. Written reprimands, or letters of deficiency, under normal circumstances, shall be presented to a REA member in person at a meeting called for this purpose. The REA members shall be requested to sign a copy of the reprimand, or letter of deficiency, to be filed in the REA members personnel file with the understanding that this means the REA member(s) has read the reprimand or letter, but not that the REA members necessarily agree with its contents or Accuracy.

If a REA members refuses to sign the reprimand or letter, it may be placed in the REA members personnel file by the administration with a notation indicating the date the meeting was held to review the reprimand or letter, and the fact that the REA members refused to sign the copy placed in the file. The REA members shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand or letter and the REA members' response shall be attached to the file copy of the reprimand or letter of deficiency.

ARTICLE X: Leaves of Absence

10-1 Leaves of Absence Without Pay

10-1-1 Military Leaves Involuntary Service

Faculty members involuntarily called for military service shall receive credit for experience and seniority as if they had been on staff.

10-1-2 Reserve Service

Any REA member who is a member of a reserve component of the armed

forces who is required to perform active, full-time duty shall be granted leave from the REA members' duties for such purpose.

10-1-3 Extended Leaves of Absence

The district may, at its discretion, grant extended leaves of absence. The School Board may grant an extended leave of absence without salary to full-time REA members who have been employed by the Board for at least five (5) years and have at least ten (10) years of allowable service.

The maximum duration of an extended leave of absence pursuant to this section shall be determined by mutual agreement of the Board and the REA member(s) at the time the leave is granted and shall be at least three (3) years but no more than five (5) years. REA members granted such leaves will be solely responsible for all retirement contributions. Approval of the Human Resources Office is required. Applications for extended leaves must be received by the Human Resources Office no later than 90 days before the end of contract year prior to that to which it would apply. Exceptions to the 90 day deadline may be granted by the Human Resources Executive Director.

10-1-4 Other Leaves of Absence Without Pay

10-1-4-1 Purpose

Leaves of absence without pay will be considered for the following purposes: study, teaching in a foreign country, accompanying spouse or significant other on temporary work assignment out of the area, recuperation, need to care for a seriously ill child, spouse, significant other, parent, or other purposes pre-approved by Human Resources. Under conditions and procedures prescribed by the Superintendent, a general leave of absence may be requested. Upon the superintendent's recommendation, such leave may be granted by the School Board.

10-1-4-2 Requirements

The REA members must have worked for the last three (3) years in the district to qualify for a leave of absence without pay. This requirement would not apply to an REA member requesting an extension of an existing leave of absence without pay.

10-1-4-3 Length of Leaves

The district shall approve the duration of these leaves. Normally, a leave shall not immediately follow a five (5) year leave of absence. Normally, the School Board will grant one leave per REA member every five (5) years.

10-1-5 Military Leave

Employees shall be eligible for up to fifteen (15) days of military leave per calendar year without loss of pay in accordance with Minnesota Statute 192.26. Additional unpaid leave may be granted. Requests for such leave shall be submitted to the Executive Director of Human Resources by the employee upon receipt of such orders, but in no event more than two (2) workdays following receipt of such orders.

10-1-6 Jury Duty

REA members who receive a summons are to notify the school principal immediately of the proposed dates of service and request a substitute when needed. A copy of the jury duty check should be sent to the Payroll Department as proof of service. REA members will have no loss of pay as a result of jury duty if the provisions above are met. Failure to do so will result in the deduction of the REA members' daily rate of pay from the REA members' salary for each day.

10-1-7 Benefits on Paid Leave

The School Board shall pay proportionate premiums for benefits that accrue for REA members on leave with pay.

10-1-8 Other Paid Leave

Days of PTO resulting from physical assault with a police report filed or a completed investigation report will be restored.

10-2 Leaves of Absences With or Without Pay

10-2-1 Paid Time Off

- a. Paid time off (PTO) is defined as absence used for illness, adoption, personal use, paid child care leave, and bereavement. Paid time off does not include such absences as jury duty, military leave, paid holidays or any unpaid leaves. Pre-approval is unnecessary except as defined in (d) and (e) below.

- b. All full-time non-licensed Robbinsdale Equity Allies shall be credited with sixteen (16) days of PTO at the beginning of the contracted year. . Part-time non-licensed Robbinsdale Equity Allies shall accrue PTO days on a pro-rated basis. If a non-licensed Robbinsdale Equity Allies leaves the district having used more PTO days than he/she has accumulated, the district shall reduce the non-licensed Robbinsdale Equity Allies final paycheck for any unearned PTO days on a pro-rata basis.
- c. A non-licensed Robbinsdale Equity Allies may use PTO days up to the amount accumulated for reasons defined. The district will require non-licensed Robbinsdale Equity Allies to seek approval for PTO usage in excess of four (4) consecutive days, except in cases of illness or emergency. The non-licensed Robbinsdale Equity Allies shall inform the Supervisor when illness or emergency leaves exceed three (3) days.
- d. Paid time off (PTO) shall not normally be used on the first five (5) or last five (5) school days of the year.
- e. Before/after a holiday or vacation period, including Minnesota fishing and deer hunting opening weekends, no more than 5 percent (or at least 1 non-licensed Robbinsdale Equity Allies) of a building staff may use PTO.
- f. Exceptions to these limitations shall be considered on an individual basis.
- g. Days of PTO resulting from a physical assault (with a police report filed) will be restored.
- h. If the non-licensed Robbinsdale Equity Allies has PTO available, they are required to use it. Non-paid time is not an option if PTO days are available.
- i. Employees shall request paid time off via the Skyward system.

10-2-2 Family Medical Leave Act

The District may apply the provisions of the Family Medical Leave Act to REA members who are granted paid time off

10-2-3 Sick Leave Pool

The School Board agrees to maintain a Sick Leave Pool. Sick Leave Pool By-Laws are available from the Human Resources Office or from the REA building representative. These hours may be used for employees in need of sick leave time for FMLA or other short term disability situations.

10-2-4 Child Care Leave

Child Care leave will be granted because of the need to prepare and provide parental care to a natural- born or adopted child or children. This may be paid if the staff member has paid time off. A maximum of 12 continuous weeks (60 days) of paid time off may be used.

10-2-5 Medical Leave

A REA member may request in writing to be placed on medical leave. REA members granted such leave shall continue to accrue seniority for a maximum of two (2) years, at which time the REA members must resign if unable to return to work.

10-2-6 Minnesota Paid Family Leave

Starting January 1, 2026 the district will apply the provisions of the Minnesota Paid Family Leave, established under Minnesota Statutes, Chapter 268B.

10-3 Initiation of Leave

REA member making an application for child-care leave shall submit a written request to the Human Resources Office at least two (2) calendar months before commencement of the intended leave. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

10-4 Return

The anticipated date of return shall be stipulated at the time leave is requested. In stating beginning and returning dates, REA members shall keep in mind the importance of continuity of instruction. The return date may be changed at a later time by mutual agreement of the REA members and the Executive Director of Human Resources. Upon return, the REA members shall be assigned to a position comparable to the previously held position.

10-5 Length of Leave

The child care leave, including the period of disability, shall not exceed twelve (12) months in duration. However, if complications arise as a result of pregnancy or adoption, a program assistant may apply for additional leave time.

10-6 Failure to Return

Failure of the REA members to return pursuant to the dates determined under this section may constitute grounds for termination unless the school district and the REA members mutually agree to an extension in the leave.

10-7 Probationary REA Members

The time a REA member spends on child-care leave shall not be counted in determining the completion of the REA members probationary period.

ARTICLE XI: Communications

11-1 Labor/Management Committees

The REA and the District agree to the concept of labor/management committees. The purpose of individual labor/management committees shall be to discuss and exchange ideas on issues not specifically covered in the Collective Bargaining Contract.

11-1-1 Appointments

Except for the Staff Development and Insurance Committees, the REA and the District shall be entitled to an equal number of members on each labor/management committee. District appointments shall be made by the Superintendent, and the REA appointments by the REA president.

ARTICLE XII: Basic Schedules and Rates of Pay

12-1 Salary Schedule

[See Appendix A](#)

12-2 Performance Increment Increase

If a REA member's first day of employment is prior to September 1, the REA members shall receive a performance increment increase at the beginning of the following school year. If a REA member's first day of employment is on or after December 31, the REA members shall receive a step increase the Fall following the completion of one full school year contract.

12-3 Longevity

REA members who have completed 5 years of service to ISD 281 shall receive \$700 in addition to their basic wages each year until 10 years of service.

REA members who have completed 10 years of service to ISD 281 shall receive \$1000 in addition to their basic wages each year until 15 years of service.

REA members who have completed 15 years of service to ISD 281 shall receive \$1300 in addition to their basic wages each year until 20 years of service.

REA members who have completed 20 years of service to ISD 281 shall receive \$1600 in addition to their basic wages each year until they leave the district.

The computation for longevity pay will be the original hire date as a REA member.

12-4 Payroll

REA members will be paid twice per month (15th and end of month). If any pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last business day immediately preceding.

12-5 Education/Certification Increase

An employee may earn up to \$1000 additional compensation each year by taking specific additional training. That training must be directly related to the duties of the position held by the employee, at employee's expense. In order to qualify for any additional compensation the training must: A. Be received outside of the work site. B. Be graded or rated by an outside evaluator. C. Be rewarded with some kind of rating, certificate of skill related diploma. All training must be approved 30 days prior to the class by the supervisor and Human Resources.

12-6 Marketplace Adjustment

The District may adjust a salary on an annual basis to address the current market place demands in order to keep key employees. Any upward adjustment is for one year only and must be reviewed annually in order to continue. The salary may, if market conditions change, revert back to the original job level and step.

12-7 Mileage / Communication Allowance

REA members can file for mileage for school related business according to IRS and school district guidelines.

ARTICLE XIII: REA Welfare

13-1 Health Insurance

The school board will participate in the hospitalization/major medical insurance program by paying for full time employees the following amounts toward the monthly premium costs of the group health insurance plan approved by the School Board. Any additional costs of premium shall be borne by the employee and paid by payroll deduction.

13-2 Cafeteria Benefits

13-2-1 Eligibility

Each full time employee who is scheduled to hold a permanent position will be allocated a specific dollar amount twice a month for use in purchasing fringe benefits. The monthly allocation shall be as follows:

Effective	Cafeteria Plan	VEBA
January 2026	\$1,322 monthly	\$54.17 monthly
January 2027	\$1,322 monthly	\$54.17 monthly

Full-time non-licensed Robbinsdale Equity Ally who enrolls in one of the districts High-Deductible Health Plans (HDHP) will receive a district VEBA or HSA contribution. The minimum deductible to be considered a HDHP is determined by the IRS each calendar year. Part time non-licensed Robbinsdale Equity Allies who are at least (.5) shall receive a prorated contribution. Married employees jointly enrolling in 1+1 or family health coverage with a High-Deductible Health Plan will both be eligible for VEBA or HSA contributions to their individual accounts.

13-2-2 Minimum Coverage

Each full-time REA members shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase Long-Term Disability Income insurance or a REA members may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase combined coverage. For purposes of computing the amount to be charged to each REA members's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month. Married employees both in the REA members bargaining unit jointly enrolling in 1+1 or family health coverage with a High-Deductible Health Plan will both be eligible for VEBA or HSA contributions to their individual accounts.

The full time employee shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase long-term disability income insurance. For purposes of computing the amount to be charged to the employee's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

13-2-3 Additional Coverage

If an employee elects to purchase group insurance fringe benefits offered by the school district which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to the above,

any cost in excess of the monthly allocation shall be borne by the employee and paid by payroll deduction.

13-2-4 Excess Allocation

If the insurance premiums for coverage elected are less than the allocation, the money is added to the non-licensed Robbinsdale Equity Allies REA members salary each pay period twice a month.

13-2-5 Discontinuation of Allocation

Monthly allocation to REA members for the purposes of purchasing insurance fringe benefits under above shall cease on the first of the month following:

- a. Termination of employment with the district if it occurs before the end of the school year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

13-2-6 Part Time Employees

Non-licensed Robbinsdale Equity Allies who are regularly scheduled to work at least twenty hours per week shall be eligible for cafeteria benefits. The amount of the monthly allocation shall be prorated based on the full time equivalency. If the employee works at least 25 hours per week the employee must purchase long term disability coverage.

13-2-7 HSA Option

Employees with a HSA qualified insurance plan will be allowed to direct District VEBA contributions to their HSA.

13-3 Long-Term Disability Income

Long Term Disability Insurance is available for part-time staff who work a minimum of 25 hours per week and 36 weeks per year, with the cost to be borne by the employee. REA members in the cafeteria plan are responsible to pay for 100% of the premium. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, will be insured after the 90 calendar days out of 130 consecutive work days, or sixty-six point six percent of the Robbinsdale Equity Allies regular salary up to the policy limit, as long as the LTD claim is approved by the insurance carrier. If the REA members request it, they will pay thirty-three point three percent of the day salary to those participants who have accumulated more than 65 days of paid time off. Thirty-three point three percent of the days will be subtracted from the total number of remaining paid time off days

until all paid time off has been used in full, or the REA members request such payment be discontinued.

13-3-1 Long-term Disability Insurance

Long Term Disability Insurance is available for part-time staff who work a minimum of 25 hours per week and 36 weeks per year, with the cost to be borne by the employee

13-4 Term Life Insurance

Each full-time REA member may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$50,000. Three additional units (one unit equals \$50,000) may be purchased through the group, with the cost to be borne by the employee. REA members must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

13-4-1 Term Life Insurance for Part-Time Staff

Term Life Insurance is available for part-time staff who work a minimum of 25 hours per week and 36 weeks per year, with the cost to be borne by the employee.

13-5 Authorized Deductions

REA members may individually and voluntarily authorize deductions for flexible spending, direct deposit and tax- deferred plans.

13-6 Deferred Compensation Match

The district will provide up to \$800, in a deferred compensation match to all full time employees with three years of full-time service or the equivalent. The district will prorate this match for part time REA members.

13-7 Roth 403(b)

Effective January 1, 2024, and subject to federal law within the 403(b) plan, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through approved vendors accepting such contributions. However, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis.

ARTICLE XIV: No Strike Lock-Out Pledge

14-1 No Strike Lock-Out Pledge

The REA or any member thereof will not engage in or encourage illegal strike action, withholding of services or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lock-out against the REA by the School Board during the life of this contract.

ARTICLE XV: Duration and Effect

15-1 Savings Clause

If any provision of this agreement is or shall at any time be contrary to federal, state or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provisions shall be subject to appropriate consultation and negotiation with the REA.

15-2 Severability

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

15-3 Effect

This agreement constitutes the full and complete agreement between the School Board and the REA representing the REA members of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions.

15-4 Finality

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

15-5 Severability Clause

If any provisions in this agreement are deemed illegal or unenforceable, all other provisions will continue in effect and the parties will meet in good faith and negotiate a substitute.

15-6 Term and Reopening Negotiations

This agreement shall remain in full force and effect for a period commencing on

July 1, 2025, through June 30, 2027, and until the extension period defined in PELRA has expired. If either party desires to modify or amend this agreement commencing on July 1, 2023, they shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

APPENDIX A

2025-2026

Step 1	\$29.25	\$45,630.00
Step 2	\$30.71	\$47,907.60
Step 3	\$32.19	\$50,216.40
Step 4	\$33.68	\$52,540.80
Step 5	\$35.15	\$54,834.00
Step 6	\$36.94	\$57,626.40
Step 7	\$37.67	\$58,765.20

2026-2027

Step 1	\$29.62	\$46,200.38
Step 2	\$31.09	\$48,506.45
Step 3	\$32.59	\$50,844.11
Step 4	\$34.10	\$53,197.56
Step 5	\$35.59	\$55,519.43
Step 6	\$37.40	\$58,346.73
Step 7	\$38.14	\$59,499.77

Longevity

6th year	11th year	16th year	21st year
\$700	\$1000	\$1300	\$1600

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

Robbinsdale Equity Allies



Annice Kramber
President
Robbinsdale Equity Allies Union
Local of REA members



Shay Kennedy
Chief Negotiator
Robbinsdale Equity Allies

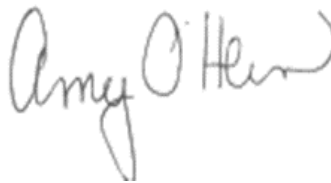
Independent School District 281
Robbinsdale Area Schools

Signed by:


9485AD6900D5446...
Chair Greta Evans-Becker
I.S.D. 281 School Board

Signed by:


EE82513607994E9...
Clerk ReNae J. Bowman
I.S.D. 281 School Board



Amy O'Hern
Executive Director
Human Resources, I.S.D. 281

Date May 4,2026