

Master Agreement

between

Independent School District No. 2172
Wanamingo, Minnesota

and the

Kenyon-Wanamingo Education
Support Professionals
(ESP)

Education Minnesota - Local #7374

July 1, 2019, through June 30, 2021

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ARTICLE I
PURPOSE

This Agreement is entered into between Independent School District No. 2172, Wana-
mingo, Minnesota, hereinafter referred to as the District and the Education Minnesota Kenyon-
Wanamingo Education Support Professionals (KW ESP), referred to as the exclusive representa-
tive, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act
of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of
employment for all non-certified employees employed by the District for the duration of this
Agreement. Including non-certified public employees within the meaning of Minnesota Statute
(M.S.)179A.03 Subd. 14, excluding supervisory, confidential, maintenance, and information tech-
nology employees.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the District recognizes KW ESP as the
exclusive representative for all non-certified employees. Including all non-certified public em-
ployees within the meaning of M.S. 179A.03 Subd. 14 employed by the District, excluding super-
visory, confidential, maintenance, and information technology employees, which exclusive repre-
sentative shall have those rights and duties as prescribed by PELRA and as described in this
Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such em-
ployees of the District as defined in ARTICLE III, Section 2. below and PELRA and in certification
by the Commissioner of the Bureau of Mediation Services (BMS), BMS, Case No. 08PCE1059.

Section 3. Membership Lists:
Each school year, the District shall provide to the exclusive representative in electronic form the
names, District telephone numbers, District e-mail addresses, full-time equivalency (FTE) sta-
tuses, worksite locations and assignments of all eligible members employed. On a quarterly ba-
sis or on request, the exclusive representative shall provide the District a current membership
list.

Section 4. Access to Worksites:
Representatives of the exclusive representative shall have access to worksites and school facili-
ties to investigate employee complaints, communicate with members, hold meetings, and con-
duct other business. Upon arrival at the worksite, representatives of the exclusive representa-
tive shall be subject to all visitor policies and make their presence known to the worksite super-
visor or his/her designee. Such visits shall not interrupt work responsibilities.

Section 5. Exclusive Representative Stewards:
The exclusive representative may designate one (1) bargaining unit employee from each work
site to act as the steward, and shall inform the District in writing of such choice. The two (2)
stewards shall be afforded up to one (1) hour per week to be divided between them to perform
and discharge the duties that are properly assigned under the terms of this Agreement provided
that a qualified substitute has been procured if necessary. The Stewards shall not be permitted
time beyond the aforementioned total of one (1) hour per week during regular working hours to
process grievance and transmit messages.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term, “Education Support Personnel,” shall mean all education assistants, secretaries, Knights Kids assistants, Knights Kids coordinator, Knights Kids site leads, and bookkeepers in the appropriate unit employed by the District. The following classifications are excluded: confidential employees and supervisory employees (facilities manager, early childhood director, community education coordinator, human resources coordinator) maintenance employees, and information technology employees. Also excluded are part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. District: For purposes of administering this Agreement, the word, “District” shall mean the School Board or its designated representative(s).

Subd. 1. In all matters related to work duties, the employee’s supervisor shall be the administrator, director, manager, or coordinator to whom they report.

Subd. 2. In all matters related to contractual terms and conditions, the Superintendent or his/her designee shall be the supervisor.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV DISTRICT RIGHTS

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

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees shall perform the services prescribed by the District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the District.

Section 5. Meet and Confer Sessions: Meet and confer sessions may be requested by either the District or the exclusive representative. Each party shall choose up to four (4) representatives for such meetings; the purpose of such meetings shall include discussions of procedure or policy, and other mutual concerns of the workplace.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Check-off: Pursuant to PELRA, the Exclusive Representative shall be allowed to request dues check-off. Upon receipt by the Superintendent or his/her designee of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative. The authorization must be in writing and received by the District not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all of the terms of dues check-off authorizations submitted to the District by the exclusive representative and agreed to by the employee. The District shall adhere to the specific provisions in each dues check off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. When an exclusive representative member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the District within that week.

Section 4. Employee Evaluations:

Subd. 1. Employee evaluations will align with the job description for the category assigned. The job description will identify the necessary capabilities and regular activities that the employee performs in his/her assignment. Reasonable accommodations will be provided when appropriate. The District will develop an evaluation system, which shall be implemented by the employee's supervisor.

Subd. 2. Job descriptions return to work programs, and evaluation protocols will be reviewed by a labor-management committee.

Section 5. Personnel Files:

Subd. 1. A member of the bargaining unit shall be notified of any correspondence or statement made as a matter of record and placed in his/her personnel file.

Subd. 2. A member may review his/her personnel file by appointment. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file a response to any material contained therein it. The District may destroy such files as provided by law.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The salaries reflected in Schedule A shall be a part of the agreement for the period commencing July 1, 2019, to June 30, 2021.

Subd. 2. The District reserves the right to establish work hours for each position and all hours worked beyond those established by the District must be approved by the employee's supervisor.

Subd. 3. For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

Subd. 4. Employees shall be paid twice per month through direct deposit.

Subd. 5. New employees shall be placed on the salary schedule at a step commensurate with comparable experience in a similar job.

Section 2. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Event Supervision: In the event that an employee supervises an event or is assigned a task after the regular workday, he/she will be compensated according to the

terms of the KWEA Master Agreement Schedule C. The Activities Director or the employee's supervisor will preapprove any assignment in writing. Hourly work will count as part of the total work week.

Section 4. Mileage: An employee who is required to use his/her car for school business may submit a claim for reimbursement at the current IRS rate.

Section 5. Staff Development Hours: Any staff development hours offered or required outside of the regularly scheduled work hours will be pre-approved in writing by the supervisor. The supervisor will identify in advance whether the method of payment will be a stipend or contract hourly rate.

ARTICLE VII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the District may make matching contributions for each employee who has completed at least one (1) year of working experience in the District and who is employed an average of at least twenty (20) hours per week and at least ninety (90) days per school year pursuant to the provisions of this article.

Section 2. Amount of District Contribution:

Subd. 1. Full-time, eligible employees, after completion of their first consecutive year of working experience in the District, shall be eligible for an annual District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
1-3	\$ 300,
4+	\$ 500.

Subd. 2. Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Vendors: Participation in the benefits of this article is limited only to employees who select one (1) of the following vendors:

[Mass Mutual]

Section 4. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the Superintendent or his/her designee, in writing, by October 1st of his/her intention to participate in this matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the Superintendent or his/her designee, in writing, otherwise.

Section 5. Payment: The employee's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: An employee on unpaid leave may not participate in the provisions of this article.

Section 7. Deduction for Severance Pay: In the event an employee is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any District contribution made pursuant to this article shall be deducted from such severance/retirement payment

at the time of the employee's retirement.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Eligibility: Part-time employees working twenty (20) hours or more per week will be eligible for benefits subject to the limitations of the carrier. Generally, benefits are accrued or provided proportionate to the employee's FTE appointment, unless otherwise noted in the language of a benefit section of this Agreement.

Section 3. Selection of District's Group Health and Hospitalization Plan: The parties agree no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the District.

Section 4. Health and Hospitalization Insurance – Single Coverage: The District shall contribute a sum not to exceed \$5563 per year toward the premium for individual coverage for each full-time employee employed by the District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Health and Hospitalization Insurance – Family Coverage: The District shall contribute a sum not to exceed \$9140 per year toward the premium for family coverage for each full-time employee employed by the District who qualifies for and is enrolled in family coverage in the District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 6. Claims Against the District: The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

Section 7. Long Term Disability Insurance: For the duration of this Agreement, the District shall provide Long Term Disability (LTD) coverage for all employees appointed at least .5 FTE and pursuant to the current LTD group policy. LTD insurance will be paid in full for eligible employees.

Section 8. Life Insurance: The District shall purchase \$40,000 of group term life insurance for each eligible employee at .5 FTE or greater based upon his/her job description.

Section 9. Duration of Insurance Contributions: An employee is eligible for District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease.

Section 10. Additional Contribution to a Health Savings Account: The District shall contribute up to \$800 toward a qualifying health savings account (HSA) for

each eligible employee Contributions by the District will be made on a tax-free basis. Reimbursements for employee expenses will be received on a tax-free basis and will continue to accrue in the qualifying account throughout the duration of employment by the District. The contribution will be made to each eligible employee's account by September 30 of each year.

Subd. 1. The District will contribute any remaining compensation to the employee's Integrated Health Reimbursement Arrangement (HRA) for any employee eligible who does not qualify as a high deductible HSA insurance plan.

Subd. 2. For employees who qualify for a Limited Purpose HRA, the District will contribute these funds to the employee's HRA for any employee who is not enrolled in the District's group insurance plan. The employee may use this HRA as a direct reimbursement plan, which can be used towards unreimbursed dental and vision expenses, both out of pocket and premium. Reimbursements can be made while the employee is actively employed and following separation of service. At separation of service, the employee can be reimbursed for all 213d expenses, which is an expansion to include all eligible medical expenses. Reimbursements can be made for employee, employee's legal spouse, and employee's legal dependents under the law.

Subd. 3. Under Subd. 2. above, an HSA option will be available to the employees in addition to the current language in the subdivision. In addition to the single and family insurance District contributions, the District will multiply the number of HSA single certified participants by the difference between the cost of the premium and the District benefit for the premium, if the premium is less than the total cost of the insurance (total \$). This amount will be divided proportionally within each HSA participant group. The group is defined as any employee participating in the HSA single or HSA family. The dollars generated by the amount of the difference multiplied by the number of participants in the HSA single plan (total \$) will be distributed as follows: each of the HSA single participants will receive twice what each of the family HSA participants receive. The following formula can be used to calculate the additional benefits for HSA family and single participants:

$$\begin{aligned} &\text{HSA Family Additional Benefit} \\ &= \frac{\text{Total \$}}{\# \text{ Family HSA Participants} + 2} * \# \text{ HSA Family Additional Benefit} \end{aligned}$$

Eligible married employees participating in the HSA plan will have those dollar savings to the District transferred to the total amount for the HSA participants. These total amounts contributed to the HSA participants shall equal, but not exceed, the calculated amount total for the number of single participants multiplied by the savings in the single premium. At no time will contribution exceed the amounts defined in this section.

Section 11. Eligibility: Employees who are employed full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District.

The District and Exclusive Representative will negotiate any benefit adjustments required to comply with the ACA, to include meeting affordability guidelines for eligible employees.

In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in "Section 11.1" below.

Section 11.1. Eligibility Default Definition: Full benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least twenty (20) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 12. Change of Status:
An employee whose employment or personal status changes will have any change in the District's contributions for their insurance benefits effective the first of the month following the employment or personal status change.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave: Eligibility shall be defined in ARTICLE III, Section 2. Paid leave shall be approved only upon submission of a leave request submitted to the electronic absence management system.

Subd. 1. A full-time employee shall earn fifteen (15) days of sick leave each year of employment by the District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Paraprofessionals working in twelve (12) months of the fiscal year in the same job classification, shall earn and accrue prorated sick and vacation leave during the full fiscal year.

Subd. 2. Unused sick leave days may accumulate to a maximum of one hundred eighty (180) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, an employee may use his/her accumulated sick leave and the School Board limits use as permissible. An employee may use sick leave for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for such reasonable periods as the employee's attendance may be necessary on the same terms that the employee is able use sick leave for the employee's own illness or injury. If sick leave is exhausted, an employee may use vacation leave subject to the approval of the immediate supervisor.

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required, the employee will be so advised. Satisfactory proof of good health may also be required to return to work after an employee misses five (5) consecutive workdays.

Subd. 5. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Employees must enter sick leave through the electronic employee absence system.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave: Bereavement days shall be deducted from sick leave. The total number of bereavement days deducted from sick leave shall not surpass the annual number of sick leave days accrued per year fifteen (15) without prior approval of the Superintendent.

Section 4. Personal Leave:

Subd. 1. All employees shall be granted three (3) days of personal leave per year, accumulative to five (5) days. An employee may use personal leave for his/her entire workday or it may be used in one (1) hour increments.

Employees who do not use their surplus personal leave time (earned beyond five (5) days) may be compensated \$80 per day up to a maximum of three (3) days per year. These funds will be paid out to the employee on his/her final paycheck of the fiscal year.

Subd. 2. All leaves require advance notice of at least three (3) days through the electronic employee absence system, except for events that cannot be anticipated beforehand.

Subd. 3. A personal leave day shall not be granted for the first and last days of the school year unless approved in advance by the Superintendent or his/her designee. At no time shall the number of personal leave requests approved for a school day exceed two ESP employees per school site.

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 1. Employees on FMLA are eligible to utilize all accrued leave during their absence.

Section 7. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium to the Lead Bookkeeper for any insurance retained.

Section 10. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Professional Development:

Training requirements for specific work assignments are identified in individual job descriptions. Additional training hours inside or outside of the regular work week are determined by the immediate supervisor and the compensation will be identified in advance as regularly scheduled work hours, overtime or a stipend.

Section 12. Eligibility: Eligibility shall be as defined in ARTICLE III., Section 2.

ARTICLE X
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall consist of forty (40) hours per week for all full-time employees. The work week, work year, and FTE are defined by individual job descriptions.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the District.

Section 3. Part-time Employees: The District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Sub-Contracting: The District may sub-contract bargaining unit work after providing the exclusive representative with written notice and the opportunity for discussion with the District.

Section 5. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the District.

Section 6. Lunch Period: All employees whose work day extends over the normal mid-day lunch period are required to clock out for a thirty (30) minute duty free lunch period, unless directed otherwise by their immediate supervisor.

Section 7. Break Periods: Employees are entitled to one (1) fifteen (15) minute break period for each four (4) hour shift of employment. Employees who work less than a four (4) hour shift per day are not entitled to a break period. The specific time of the break is to be determined by the employee's direct supervisor. Employees may not forego a break period to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the workday to end.

Section 8. School Closing: In the event that school is closed for any reason and the District does not require employees to perform services, the employees' compensation shall be reduced accordingly.

Section 9. Make Up Work: Employees may be permitted to make up time lost for necessary absences of short duration if the District has a need for services or professional development. This time may include the opportunity to make up for lost time on a day school was canceled or otherwise altered. All make-up work must be preapproved by the direct supervisor and must be accounted for in the same pay period the service was completed.

Section 10. Notification of Assignment and Required Hours:

Subd. 1. If an employee's assignment changes for the next school year, every effort will be made to provide assignment notification before the current school year ends.

Subd. 2. The District will provide at least a two (2) week notice for reduction or alteration of hours, or elimination of the position, that occurs during the school year. Employees resigning their position shall provide at least a two (2) week notice to the District.

Subd. 3. All employees shall receive written notice at least two (2) weeks in advance of mandatory attendance at any District sponsored training or professional development. Such notice shall come from the employee's direct supervisor.

Subd. 4. Regarding one to one staffing for students with special needs, employees assigned to work with a single student shall be assigned to other appropriate duties within the District to accommodate an absence of the student.

Section 11. Notification of Job Openings: The District shall post a list of all job opportunities at each school site for five (5) days prior to filling any opening. The District reserves the right to employ the candidate determined to be in the best interest of the District.

ARTICLE XI HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted the following paid holidays:
New Year's two (2) days, Spring Break one (1 day), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Winter Break two (2) days. Holidays will be granted each fiscal year during the months that the employee was actively on duty. The number of days will be adjusted to match individual job descriptions and work calendars.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the District.

Section 3. School in Session: The District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof. Any legal holiday or any holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

Section 4. Application: In order to be eligible for holiday pay, an employee must work his/her scheduled workday the day before and the day after the holiday unless on an excused leave or on vacation.

Section 5. Eligibility: Full holiday benefits provided in this article are designed for full-time employees who are employed an average of at least forty (40) hours per week. Part-time employees who are employed an average of at least twenty (20) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty (20) hours per week or less than the regular school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

ARTICLE XII VACATIONS

Section 1. Eligibility: This article shall apply only to full-time employees who are employed on a twelve (12)-month basis and a forty (40)-hour week. Part-time employees who are employed on a twelve (12) month basis of at least .5 FTE or greater will accumulate vacation leave benefits proportionate to their FTE and according to their years of service schedule.

Section 2. Earned Vacation: Full-time employees, as defined in this article, shall accrue vacation as follows:

- (1.) 5/6 of a day for each month of service ten (10)days per year during the first five (5) years of service in the District;
- (2.) 1 and 1/4 days for each month of service fifteen (15) days per year after completing five (5) years of service in the District, and
- (3.) 1 and 2/3 days for each month of service twenty (20 days)for each year after completing ten (10) years of service in the School District.
- 4.) After 20 years of employment, an employee shall earn 2 and 1/2 days per month for a total of 25 days per year.

Section 3. Application:

Subd. 1. Earned vacation time shall be determined as of date of hire of each year.

Subd. 2. An employee in their first year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least two (2) weeks' advance, written notice of the resignation time.

Subd. 3. The District shall determine the scheduling of all vacation time.

Subd. 4. Effective August 30, 2019 employees will be paid for all accumulated unused vacation at their daily rate, unless employees elect to carry forward up to a maximum of forty (40) hours into the next fiscal year.

ARTICLE XIII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of nine (9) months of continuous service in the District, during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the District determines that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause and shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one (1) employee commences work on the same date, the seniority ranking for such employees shall be

solely determined by the District.

Section 5. Progressive Discipline: The District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. A oral reprimand may be grieved up to Section 5., Subd. 3., of the grievance procedure but may not be carried to arbitration.

ARTICLE XIV SENIORITY

Section 1. Purpose: The purpose of this article is to implement provisions, which shall constitute a plan for work force reduction because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 2. Definitions:

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

Subd. 2. The word “employee” means those members of the unit as defined by ARTICLE I of this Agreement.

Subd. 3. The word “qualified” shall mean an employee hired to match the District job description for the position currently held.

Subd. 4. The word “seniority” means qualified employees commencing with the first day of the actual service in the District, excluding probationary employees. In determining the length of seniority, an employee whose employment has been legally terminated by resignation or termination, but whose employment was subsequently reinstated, by action of the School Board and the employee, without interruption of regular service, shall retain his/her original seniority date.

Subd. 5. The term School Board” means the local governing board of the District.

Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually cause a seniority list by name, date of employment and qualification to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District within sixty (60) days of the beginning of school.

Subd. 2. Any employee whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation proof and request for seniority change to the School Board.

Subd. 3. Within ten (10) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall

thereupon be prepared by the School District, which list as revised shall be binding on the District and any employee. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word “grievance” shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement between the employee or the exclusive representative and the District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, exclusive representative, or District may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Time limits specified in this article may be extended by mutual agreement.

Subd. 2. The word “day” means working days excluding Saturday, Sunday, and legal holidays.

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

Subd. 4. The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board’s designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board’s designee.

Section 5. Adjustment of Grievances: The District and the employee or exclusive representative shall attempt to adjust all grievances, which may arise in the following manner:

Subd. 1. If the grievance is not resolved through informal discussions, the District’s designee shall give a written decision on the grievance to the employee or exclusive representative, within seven (7) days after receipt of the written grievance.

Subd. 2. In the event the grievance is not resolved in Subd. 1., the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Subd. 1. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or the Superintendent's designee shall issue a decision in writing to the employee.

Subd. 3. In the event the grievance is not resolved in Subd. 2 decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Subd. 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the School Board shall issue its decision in writing to the employee. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Section 5, Subd.1. or Subd.2 of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure of the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Mediation: Before arbitration, either party may appeal for review by the BMS.

Section 9. Arbitration Procedures: In the event that the employee or the exclusive representative and the School Board are unable to resolve any grievance; the grievance may be submitted to arbitration as defined below.

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the employee or exclusive representative, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Section 5., Subd.3.

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator from a list. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from BMS within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. 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 contained in this Agreement; nor shall an arbitrator have any jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. An employee or exclusive representative instituting any action in a court of law or before an administrative tribunal government agency or seeking relief through any statutory process, the subject matter of which may constitute a grievance under this Agreement, shall waive all rights to pursue a grievance under this article beyond Section 5., Subd.3. This subdivision shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVI DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for the period of July 1, 2019 through June 30, 2021 and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the District to continue or discontinue existing or past practices or prohibit the District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision 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.

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

For K-W ESP

For District

President

School Board Chair

Secretary

School Board Clerk

Dated this ___ day of _____, 20__.

Dated this ___ day of _____, 20__.

**SALARY SCHEDULE A
2019-2020**

	Class 1	Class 2	Class 3
Step 1	\$14.24	\$17.01	\$19.65
Step 2	\$14.54	\$17.35	\$20.04
Step 3	\$14.84	\$17.69	\$20.43
Step 4	\$15.14	\$18.03	\$20.82
Step 5	\$15.44	\$18.37	\$21.21
Step 6	\$15.73	\$18.71	\$21.60
Step 7	\$16.02	\$19.05	\$21.99
Step 8	\$16.31	\$19.39	\$22.38
Step 9	\$16.60	\$19.73	\$22.77
Step 10	\$16.89	\$20.07	\$23.16
Step 11	\$17.17	\$20.40	\$23.54
Step 12	\$17.45	\$20.73	\$23.92
Step 13	\$17.73	\$21.06	\$24.30
Step 14	\$18.01	\$21.39	\$24.68
Step 15	\$18.29	\$21.72	\$25.06
Step 16	\$18.56	\$22.04	\$25.44
Step 17	\$18.83	\$22.36	\$25.82
Step 18	\$19.10	\$22.68	\$26.20
Step 19	\$19.37	\$23.00	\$26.58
Step 20	\$19.55	\$23.35	\$26.98

**SALARY SCHEDULE B
2020-2021**

	Class 1	Class 2	Class 3
Step 1	\$14.52	\$17.35	\$20.04
Step 2	\$14.83	\$17.70	\$20.44
Step 3	\$15.14	\$18.04	\$20.84
Step 4	\$15.44	\$18.39	\$21.24
Step 5	\$15.75	\$18.74	\$21.63
Step 6	\$16.04	\$19.08	\$22.03
Step 7	\$16.34	\$19.43	\$22.43
Step 8	\$16.64	\$19.78	\$22.83
Step 9	\$16.93	\$20.12	\$23.23
Step 10	\$17.23	\$20.47	\$23.62
Step 11	\$17.51	\$20.81	\$24.01
Step 12	\$17.80	\$21.14	\$24.40
Step 13	\$18.08	\$21.48	\$24.79
Step 14	\$18.37	\$21.82	\$25.17
Step 15	\$18.66	\$22.15	\$25.56
Step 16	\$18.93	\$22.48	\$25.95
Step 17	\$19.21	\$22.81	\$26.34
Step 18	\$19.48	\$23.13	\$26.72
Step 19	\$19.76	\$23.46	\$27.11
Step 20	\$19.94	\$23.82	\$27.52