

**AGREEMENT**

**between**

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**and**

**EDUCATION MINNESOTA  
INTERMEDIATE SCHOOL DISTRICT 917  
LOCAL 3904**

**representing  
the  
Teachers  
of the School District**

**Effective July 1, 2017, through June 30, 2019**

**Board Approved January 16, 2018**

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# AGREEMENT

## ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Intermediate School District 917, Rosemount, Minnesota (hereinafter referred to as the school board or school district) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as the exclusive representative or Local 3904) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for the employees, as defined in Article III of this Agreement, during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes Education Minnesota, Intermediate School District 917, Local 3904 as the exclusive representative of employees employed by the school district, as defined in Article III of this Agreement, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all of the employees of the school district as defined in this Agreement and in PELRA.

Section 3. Exclusive Representative Leave Time: When negotiating sessions are scheduled between the exclusive representative and the school district or with the state mediator during school hours, two members of the employees' negotiating team will be released from their regular teaching responsibilities for this purpose without any loss of salary. The remainder of the employees' negotiating team will be released without loss of pay with Local 3904 reimbursing the school district at the regular daily substitute employee rate of pay. If a substitute employee is not hired, Local 3904 will be charged for any other costs incurred by the school district up to the regular daily substitute employee rate of pay.

When an employee is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on performance improvement plan, leave for employee representation will be on an as need basis at the expense of the school district. Whenever possible, such meetings will be held after student contact time but during regular duty hours.

At the beginning of each school year, Local 3904 shall be credited with forty (40) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local 3904 has the option of purchasing additional days at the regular daily substitute employee rate of pay as agreed between the parties. In the case that a substitute employee is not hired, Local 3904 will be charged for any costs incurred by the school district up to the regular daily substitute employee rate of pay. Local 3904's president will notify the superintendent of his/her designee at least three (3) working days prior to the date of intended leave. The superintendent may waive the three (3) day notice.

### ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Minn. Stat. § 179A.07 regarding the rights of public employers and the scope of negotiations. Also included in the terms and conditions of employment regarding resignation and contract release are the timelines described in Minn. Stat. 122A.40, subd. 7.

Section 2. Employee: All employees employed by the school district in a position for which the person must be licensed by the appropriate state licensing agency, including all employees employed by the school district in a position of teacher as defined in Minn. Stat. § 179A.03, Subd. 18, which include physical therapist, occupational therapist, art therapist, music therapist, speech language pathologist, audiologist, licensed school nurse, licensed school social worker, school psychologist, and mental health practitioner, but excluding the following: superintendent, business manager, directors, coordinators, and supervisors, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: 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 on any matter

related to the conditions or compensation of public employment or their betterment, as 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 Local 3904.

Section 2. Right to Join: 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 with the school board of such unit.

Section 3. Use of Communications Facilities: Local 3904 shall have the right to post notices of activities and matters of exclusive representative concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: Local 3904 shall have the right to usage of such school district buildings, equipment, facilities and inter-school mail as is permitted pursuant to school district policy, and under such conditions as set forth in school district policy.

Section 5. Dues Checkoff: Employees shall have the right to request and be allowed dues checkoff for the exclusive representative. The District agrees to deduct dues for membership in Local 3904 for any employee who has authorized such checkoff. Dues deductions will be made in equal amounts each regular salary check of the employee for eight (8) months, beginning in October and ending in May. One week prior to the October 15 payroll cutoff, the Local shall furnish the business office with a list of the appropriate deductions for each member. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payment by the following May. The dues checkoff authorization shall continue in effect until termination of the employee or revocation by the employee. Revocation shall be in writing to the Local and allowed only during the first week of October of any given school year. The District shall transmit the dues to Local 3904 monthly.

The District shall provide, in electronic form to the Local, the names, addresses, telephone numbers, District email addresses, birthdays, not including the year of birth, full-time equivalence (FTE) statuses, worksite locations, and assignments of all bargaining unit members employed. On request, The District shall provide the Local with a current bargaining unit list. Such requests shall be filled within five work days.

Section 6. Fair Share Fee: Any employee included in the bargaining unit, who is not a member of the exclusive representative, shall be required by the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The District agrees to deduct the fee for such employees. The fair share fee for the employee shall be in an amount equal to the regular membership dues of the

exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The Local shall provide written notice of the amount of the fair share fee assessment to the District and to each employee to be assessed the fair share fee. Fair share fee deductions will be made in equal amounts from each regular salary check of the employee for 7.5 months beginning with the end-of-October pay period and ending in May. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payment by the following May. The District shall transmit the fee to Local 3904 monthly.

## ARTICLE V SCHOOL BOARD RESPONSIBILITIES

Section 1. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunities for students of the school district and the State of Minnesota.

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

Section 3. Inherent Managerial Rights: The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE VI  
HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Duty Week: The basic work week, inclusive of a duty-free lunch, shall be forty (40) hours for regular full-time employees as scheduled by the school district. The duty day shall consist of not more than six (6) hours of student contact time. The remainder of the workday shall be for other professional activities. No employee shall be assigned a duty day other than consecutive hours of employment, except by agreement between the individual employee and the school district. Part-time employees may be employed for a lesser number of hours as determined by the school district.

Section 2. Preparation time: Within a full-time student contact day an employee's schedule shall include 45 minutes of daily preparation time. Preparation time will be scheduled in no less than 30-minute increments except as noted in item A below. Part-time instructional staff shall be assigned preparation time on a pro rata basis. Preparation time will be accommodated in the following manner for DCALS staff:

- a. DCALS career and technical staff preparation time will be from 9:55 AM to 10:15 AM and 25 minutes before student contact and 25 minutes after student contact.
- b. DCALS alternative learning center staff will have a minimum of 45 minutes of preparation time identified within the daily schedule of student classes.

Exceptions to the scheduling of preparation time may be made by mutual agreement, in writing, between the school district and Local 3904. The loss of preparation time due to an assigned duty shall be compensated at the employee's salary schedule hourly rate.

Section 3. Duty Free Lunch: In the event, because of scheduling complications, an employee is assigned by the school district to duties during their 30-minute duty-free lunch period, the employee shall be reimbursed at the employee's salary schedule hourly rate for the time assigned.

Section 4. Additional Duties: In addition to the basic school day, employees shall be required to reasonably participate in school activities beyond the employee's basic day as is required by the school district or its designated representative. The normal duties for employees include a reasonable share of co-curricular and supervisory activities, as determined by the school district.

Section 5. Employee Duty Days: The school board shall, prior to April 15 of each year, establish the number of school days and employee duty days for the next school year, and the employee shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct

school, and pursuant to such authority has determined to conduct school. The calendar shall include no less than 173 and no more than 175 student contact days for both secondary and special education employees.

Section 6. Duty Year - Regular Employees: Except for employees as described in Section 7 hereof, the basic duty year for regularly contracted full-time employees, upon which the employee's annual salary is based shall be 187 duty days for employees who are in their first year of employment with 917, 186 duty days for employees who are in their second year of employment with 917 and 185 duty days for remaining employees.

Section 7. Extended Duty Days: Certain positions require varying extended time assignments for full-time employees, from year to year, beyond the regular 185- to 187-day duty year defined in the contract agreed to by the school board and Local 3904. Such extended time may be required by the school district for certain positions as follows:

#### POSITION DUTY YEAR

- a. Dakota County Juvenile Services Center Employee (up to 222 days).

The above-mentioned teaching staff shall have the option of taking five consecutive teaching days as unpaid non-duty days during any school year. The administration will establish the procedures for requesting these days and the parameters to be used for approval.

Section 8. Application: The parties further agree that extended duty day assignments beyond the regular duty year assignments, as provided in Section 7 hereof, shall be by Letter of Assignment. Such assignment shall not be subject to the continuing contract law (Minn. Stat. § 122A.40) nor unrequested leave of absence provisions as contained in Article X hereof. However, the provisions of Minn. Stat. § 122A.40 and Article X hereof shall be applicable to the employee's basic assignment during the traditional duty year.

Section 9. Part-time Employees: The school district reserves the right to contract employees for a lesser number of duty days or duty hours than provided in this Article, with a pro rata salary adjustment reflecting the particular lesser number of duty days or duty hours for such employee.

Section 10. Calendar Development: Prior to establishing the calendar as provided in Section 5 hereof, the school district will convene a Calendar Development Committee. The school board will appoint three (3) administrators representing secondary and special education and one (1) school board member to the committee. Local 3904 will appoint four (4) members representing secondary and special education to the committee. The committee will develop calendar options for a common calendar for secondary and special education programs. The Calendar Development Committee's recommended options,



including designated preparation time, will be presented for school board consideration at the April board meeting.

Section 11. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the school board or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the school district further reserves the right to modify the length of the school day, as the school district shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the school district shall afford to the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE VII  
BASIC SALARIES

Section 1. Rates of Pay for Regular Duty Year: 187 Duty Days for employees who are in their first year of employment with 917; 186 Duty Days for employees who are in their second year of employment with 917; 185 Duty Days for remaining employees:

Subd. 1. 2017-2018 Rates of Pay: The wages and salaries reflected in Salary Schedule A, attached hereto, shall be effective for the 2017-2018 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall be placed on the 15-step conversion schedule as agreed upon between the bargaining unit and the District, at a salary greater than the employee's current salary, for the 2017-2018 school year. New non-degreed hires shall have initial placement based upon training and experience.

Subd. 2. 2018-2019 Rates of Pay: The wages and salaries reflected in Salary Schedule B, attached hereto, shall be effective for the 2018-2019 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall advance one step on the salary schedule for the 2018-2019 school year over their prior year's placement.

Subd. 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of an employee's continuing contract. In the event a successor agreement is not entered into prior to July 1, 2019 an employee shall be compensated according to the 2018-2019 salary until such time that a successor agreement is executed.

Subd. 4. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Schedules A and B as follows:

	17/18	18/19
After 20 years of employment in the district (21 through 25):	\$3,000	\$3,000
After 25 years of employment in the district (26 and beyond):	\$3,500	\$3,500

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

Subd. 5. Withholding of Salary Increases: An individual employee's advancement on the salary schedule is subject to the right of the school district to withhold increments, lane changes, or other salary increases for grounds as described in Minn. Stat. § 122A.40, Subd. 9 (a) through (d) or Minn. Stat. § 122A.40, Subd. 13 (1) through (6). An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 6. Step Advancement: Employees must be employed in an assignment with a minimum of 740 hours in order to be eligible to receive a year of credit for purposes of step advancement.

Subd. 7. Lane Advancement: Employees shall advance on the salary schedule as follows:

a. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B". Courses must include methods of direct contact between a college or university faculty person and the employee. Such methods can include e-mail, telepresence, blogs, etc.

b. Prior Approval: All credit hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.

c. Advanced Degree Program: An employee shall be paid on the master's degree lane or specialist's degree lane only if the degree program is germane to the teaching assignment as approved by the superintendent or

his/her designee and the degree program is approved in writing by the superintendent or his/her designee in advance.

d. Application: Credits to apply to lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.

e. Exception. An employee must have a master's degree to advance to the MA or higher lane. However, in special circumstances where a traditional master's degree is not available or not applicable to the employee's assignment, the superintendent may, at his sole discretion, recognize supplemental credits amounting to a BA 40 to qualify for placement on the master's degree lane. Such exception shall not apply beyond the MA lane. The exercise of the superintendent's discretion as provided herein is not subject to the arbitration step of the grievance procedure.

f. Definition: Reference to credits in this section shall mean semester credits.

g. Superintendent Review: In the event of a negative ruling by a designee on credit or degree request, upon request of the employee, the superintendent shall review such decision. The decision of the superintendent shall be final and shall not be subject to the grievance procedure.

h. Effective Date: Individual contracts will be modified to reflect qualified lane changes at the beginning of the school year or January 1 providing a transcript of qualified credits is submitted to the personnel office no later than September 15th or January 15th of each year. Credits submitted by transcript after September 15th or January 15th even though otherwise qualifying shall not be considered until the following period. If a transcript is not available by September 15th or January 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. No more than two lanes changed will be permitted in one fiscal year (July 1 to June 30).

Subd. 8. Non-BA degreed Tier 2 License Lane Advancement: Employees' advancement on the salary schedule (referenced currently in Article VII, subd. 1) shall be achieved utilizing item a., item d., or a combination of a. and d., which follows:

- a. Article VII, Section 1, Subd. 7.b – (Credit hours for non-BA degreed employees may include undergraduate credits to a maximum of the BA+30 lane.)
- b. Article VII, Section 1, Subd. 7.g
- c. Article VII, Section 1, Subd. 7.h
- d. Lane changes for non-BA degreed employees will require 180 contact hours per lane change to BA+30 and 270 contact hours to move to or beyond the MA lane, with 120 hours as the maximum number of paid employment hours that may be used. The contact hours may be accomplished utilizing any of the following means:
  - (1) Industry Based Seminars and Training. Clock hours and contact hours granted on an hour per hour basis.
  - (2) Industry Skill-Based Certification: When an Industry Skill-Based Certification does not quantify number of contact clock hours, the employee requesting the lane change must submit a detailed explanation of the preparation necessary to receive this certification. The superintendent shall review the certification criteria and shall make the decision for approval, which shall not be subject to the grievance procedure.
  - (3) Paid Employment After Initial Placement: Employment outside of ISD 917 in either an instructional role or work environment which is representative of the trade being taught. In all cases, the outside experience must be related to the program in which the employee is teaching. This must be outside of the employee's normal teaching work hours or day, or through an industry leave. One week (40 hours) of preapproved work experience for purposes of improving instructional capabilities equals ten clock hours. To move to or beyond the MA lane, 120 hours is the maximum number of paid employment hours that may be used.
- e. Procedure when non-degreed employee receives degree.
  - (1) In the event that a non-degreed employee who has advanced in salary lanes in accordance with the provisions of Subd. 8 receives a baccalaureate degree, such employee shall, upon submission to the School District personnel office of a certified transcript indicating the awarding of a baccalaureate degree from an accredited college or

university, advance one “step” in addition to any step increase that would normally accrue at the start of a new school year. Such change in lane shall occur in accordance with Article VII, Section 1, Subd. 7.h.

- (2) The current “lane” in which the newly degreed employee had previously been assigned shall remain the same. Any additional lane changes must be achieved through the earning of graduate level credits as described in Subd. 7 above and must total the current lane placement before the employee becomes eligible for a lane change. The provisions of Subd. 8, shall continue to apply to an employee as described in a. above.

Section 2. Additional Duty Assignments: Instructors who accept assignments to sponsor and supervise a student club or organization or the Chair of the Relicensure Committee shall receive an annual stipend in addition to expenses incurred for travel, lodging, registration, and meals while attending the club or organization’s activity related events. The following is the stipend formula:

2017-2018 and 2017-2018

Sponsor/Supervise (students attend in-state events) Base Stipend = \$450  
Sponsor/Supervise (students qualify and attend National Events)  
additional stipend = \$900  
Chair of the Relicensure Committee - \$450

Section 3. Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members in addition to their regular job responsibilities shall be compensated at the hourly rate pro rata of the employee’s contract. For each hour of training or teaching, one hour of preparation shall also be compensated. (Example: teaching a three-hour in-service session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual hours of training with no additional time allowed for preparation. All such training assignments must be made in writing by the appropriate director or by the superintendent.

Section 4. Extra Duty Hours: An employee who is assigned, required or has prior approval to continue working beyond the basic work week, outside the regular duty day or on non-duty days shall be considered as working extra duty hours. Extra duty hours could include, but are not limited to, training sessions, in-service attendance or student intake meetings. Extra duty hours will be compensated at the hourly rate pro rata of the employee’s contract. One hour of extra duty will be equal to one hour of pay.

Section 5. Special Assignments: An employee who is assigned additional work or a project of benefit to the district or who represents the district shall be considered on special

assignment. Special assignments could include, but are not limited to, curriculum planning, standards development, program planning/ development, industry committee membership, or outside agency committee membership. Normal classroom preparation and other regular duties assigned to employees will not be considered special assignments. Special assignments will take place after the regular duty day and require pre-approval or assignment by a director. Compensation for special assignments will be at the hourly rate pro rata of the employee's contract. In the event that the district has secured a grant for some service or activity that provides for payment different from the special assignment rate specified herein, the rate specified by the grant shall control.

Section 6. Placement of New Employees: A new employee shall be placed on the lane of the salary schedule as covered by the rules as provided in Section 1 hereof and on such step as agreed between the new employee and the school district.

Section 7. Travel Expense: Employees required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel pursuant to school district policy, which rate shall be not less than the State of Minnesota provides for state employees.

Section 8. Substitute Employees: A person employed during the school year as a replacement long-term substitute shall be paid a salary as agreed between that person and the school district, prorated to reflect the portion of the year for which hired. Additional information is included in Board Policy 456.

Section 9. District Contribution to Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan in lieu of former tuition reimbursement benefit.

Subd. 1. The school district distribution of the funds that would have otherwise been available for tuition reimbursement in the amount of thirty-one thousand dollars (\$31,000), to the bargaining unit members in each members' MSRS Post-Retirement Health Care Savings Plan has been suspended for the 2017-2019 contract.

Subd. 2. Distribution of the funds referenced in subd. 1 above shall be based on equal shares to each bargaining unit member whose assignment is at least 1110 hours per year. Employees whose assignment is at least 550 hours but less than 1110 hours shall receive a disbursement equal to 50% of the amount allocated to a full-time unit member. To be eligible for a contribution under this Article, an employee must have completed one (1) year of employment. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. To be eligible for fund distribution, bargaining unit members must have started their second continuous school year contract before the annual distribution in February.

Section 10. Summer School Assignment: Notification shall be sent to instructors informing them of summer school or extended time dates and hours not later than May 1 of the current contract year. Notification of selection to teach summer school or extended time assignments shall be sent to instructors by June 1 of the current contract year.

Section 11. Summer Assignment Compensation: Employees with summer assignments, except for extended employees as described in Article VI, Section 7 hereof, shall be compensated for such duties as assigned by the school district at the hourly rate pro rata the employee's contract.

Section 12. School District Right: Nothing in this Article shall be construed to prohibit the school district from compensating an employee at a rate higher than that required by Section 1 of this Agreement.

Section 13. Part-time Employees: Part-time employees employed less than an average of fourteen (14) hours per week and 65 days per year shall be compensated at a rate not less than current school district policy.

Section 14. Substitute Employees: Substitute employees employed less than an average of fourteen (14) hours per week and 100 days per year shall be compensated at a rate not less than current school district policy.

Section 15. Lead Employees: In its discretion the school district may appoint one or more lead employees. In such event, the appointment shall be made for a one (1) year term only, and the school district may or may not renew such appointment in its discretion. In the event of such an appointment, the employee shall receive a stipend of \$3,000 per annum. A job description shall be promulgated by the school district and the school district shall meet and confer with Local 3904 prior to implementation of the job description.

Section 16. Reimbursement for Additional Certification: Assignments requiring licensure beyond or outside that required of teachers/PELSB will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. These assignments may include: audiologist; nurse; occupational therapist, orientation and mobility specialist; physical therapist; school psychologist; speech/language pathologist; mental health practitioner, and social worker.

## ARTICLE VIII 403B MATCHING CONTRIBUTION

Section. 1. Eligibility. To be eligible for the full contribution, an employee must be regularly employed in an assignment of at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. For employees employed in an

assignment of less than 1110 hours, but at least 550 hours per year, the school district will make a contribution according to Section 2 below. To be eligible for a contribution under this Article, an employee must have completed one (1) year of employment. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. To be eligible for the district match, an employee must have started their second continuous school year contract before the annual 403(b) open enrollment period.

Section. 2. Contribution. The school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to years of employment in the district. For eligible employees as defined in Section 1, employed less than full-time, the school district will make a 50% matching contribution, as listed in the following schedule.

Year of Employment in the district	17/18 & 18/19 1110+hrs/yr	17/18 & 18/19 550-1109 hrs/yr
2-4	\$200	\$100
5	400	200
6 – 9	700	350
10 – 15	900	450
16 – 20	1100	550
21+	1300	650

Section. 3. Authorization Agreement. A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year for the employee to participate in the 403B matching contribution plan.

Section. 4. Unpaid Leaves. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement. The school district's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

Section 6: Approved Vendors:

VALIC (formerly AIG Retirement)  
403(b) and Roth 403(b) only

Ameriprise Financial Services, Inc.  
403(b) only

Educators Financial Services, Ins (ESI)



403(b) and Roth 403(b) only

AXA Equitable Life Assurance  
403(b) and Roth 403(b) only

Fidelity Investments  
403(b) only for Plan Nbr 67451

Voya Financial (formerly ING – Aetna Life Insurance)  
403(b) only

Minnesota Deferred Comp. Plan  
457 only

Horace Mann Life Insurance  
403(b) only

Waddel & Reed  
403(b) and Roth 403(b) only

## ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective March 1, 2018, shall contribute a sum not to exceed \$590 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2019, the school district shall contribute a sum not to exceed \$595 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective March 1, 2018, shall contribute a sum not to exceed \$1420 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2019, the school district shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3 Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, March 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$720. Effective, January 1, 2019, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$730.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the

applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4 Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective March 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1550. Effective, January 1, 2019, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1570.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan amount equal to the total contribution identified in subsection (a) minus the HSA contribution identified in subsection (c) and the HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly

on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5 Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

### Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The school district, effective, January 1, 2014, shall contribute a sum not to exceed \$56 per month toward the cost of the premium for such individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan. Any additional cost of the premium, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The school district, effective January 1, 2014, shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The school district will pay each month the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The school district will pay the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier, provided the employee has requested such insurance in writing and the superintendent has acknowledged receipt of such request in writing.

Section 7. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, except as otherwise provided by law. Employees who work the full school year and resign effective at the end of the school year, or are placed on unrequested leave of absence effective at the end of the school year, shall be eligible for school district contribution as provided in this article through the following August 31<sup>st</sup>.

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to employees regularly employed at least 1,110 hours per year and such benefits shall not apply to substitute employees. For employees employed less than 1,110 hours, but at least 550 hours per year, the school district will make a pro rata contribution.

## ARTICLE X LEAVES OF ABSENCE

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use and paid child care leave. Personal Time Off does not include such absences as jury duty (Section 3), FMLA and unpaid child care leave.

Subd. 1. All full-time employees as defined in Article III, Section 2, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract year. The credit shall be made at the beginning of each school year. Part-time and job share

employees shall accrue PTO days on a pro-rata basis. If an employee leaves the district having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.

Subd. 2. At the end of each contract year, unused PTO days will be processed as follows:

- a. Five (5) unused PTO days will be sold back at the rate of one hundred forty (\$140) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time), if an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year. Any remaining PTO days beyond the 5 days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance.
- b. Employees who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan.
- c. Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year. This option may not be granted in consecutive school years.

Subd. 3. The first three (3) days used for illness each contract year will be deducted from that year's PTO days. Subsequent days used for illness will be deducted from an employee's accrued sick leave balance unless the employee wishes to have them taken from the current year's PTO days. An employee may use PTO days and accumulated sick leave for illness of the employee, and the employee's child under 18. For purposes of this subdivision, "child" includes stepchild, biological, adopted and foster child. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee.

Subd. 4. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending physician indicating such absence was due to illness or disability. The

district may require certification by the attending physician stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 5. When current PTO days and any accrued sick leave days have been exhausted, the Superintendent/designee shall be authorized to grant an extended leave of absence without pay as per Policy 410 – Family and Medical Leave (FMLA). In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 6. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator. For reasons of illness or bereavement, a three-day notice is not required. In the situation of a request for use of PTO with less than a three (3) day notice, an explanation of why a three (3) day notice was not possible and the reason for the absence is required. For reasons other than illness or bereavement, employees must receive pre-approval from their program administrator and such requests may not exceed more than 5% of the employees included in the bargaining unit for this contract.

Subd. 7. PTO shall be granted in one-hour increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four-hour increments. PTO days typically shall not be granted for the day preceding or the day following holidays, vacation periods and the first ten (10) duty days and the last ten (10) duty days of the school year except for reasons of illness or bereavement. PTO days shall not be granted during parent conference days or inservice days except for reasons of illness or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of the particular program. In addition, PTO will not be approved on any day which would exceed 5% of the total bargaining unit.

Subd. 8. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, bereavement and as described in Section 1, subd. 2.c.

Subd. 9. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

Subd.10. Each school year, it shall be the option of each bargaining unit member

to contribute one (1) accumulated PTO leave day to establish and maintain a paid sick leave bank up to 150 days. On or before June 1, the business office will electronically prompt bargaining unit members to indicate whether or not they wish to contribute to the sick leave bank. The paid sick leave bank shall be administered by the President of the Association and the Superintendent. Paid sick leave days shall be available only for serious illness or injury of bargaining unit members who have exhausted all of their paid leave options. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability. Eligibility decisions are not subject to the grievance procedures.

Subd. 11. A student related injury workers' compensation paid leave bank shall be established by the district. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Requests for use of paid leave from the bank will not be done on AESOP but will be made on the Employee Absence Report Form on the ISD 917 website in the section: For 917 Staff; District Forms; District, Business, and Employee Forms. The school district will contribute 70 hours to the student related injury worker compensation paid leave bank for the 2015-2016 school year and 35 hours in the 2016-2017 school year to establish the bank. Eligibility decisions are not subject to the grievance procedures.

Subd. 12. Employees who are assigned to an extended contract under Article VI, Section 7, Extended Duty Days, shall earn additional PTO leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30). The additional PTO leave days earned will accrue to the employee in the following year. Additional time will be calculated to the closest ½ day, rounded up.

Subd.13. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

## Section 2. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.



Subd. 2. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.

Subd. 3. The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.

Subd. 4. An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.

Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the school district.

Subd. 6. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A parental leave of absence granted pursuant to this section shall be a leave without pay.

### Section 3. Maternity/Adoption Leave

Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of PTO and/or accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.

Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from the PTO or sick leave.

Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.

Section 4. Jury Duty Leave: An employee summoned for jury duty shall receive the employee's regular salary but shall remit to the school district any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 5. General Leave:

Subd. 1. Employees in the school district may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the school board.

Subd. 2. Such leave may be granted by the school board for extended illness of the employee, extended illness of the employee's family, additional education, or other reasons acceptable to the school board.

Subd. 3. An employee on general leave of absence shall provide notice to the school district in writing no later than April 1 of the employee's intention concerning return to employment at the end of the general leave.

See also Board Policy 464 for additional unpaid leave provisions.

Section 6. Insurance Application: An employee on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for leave not covered under the Family Medical Leave Act for such programs as the employee wishes to retain. It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, shall discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits: An employee on unpaid leave under this Article shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time the employee went on leave for use upon said employee's return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that an employee is on leave.

Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

Section 9. Eligibility: Leave benefits as outlined in this Article shall apply only to employees regularly employed at least 185 days per year and at least forty (40) hours per week. Employees regularly employed for a lesser period of time, but at least an average of fourteen (14) hours per week and 65 days per year, shall be entitled to leave benefits on a

pro rata basis. Employees employed less than an average of fourteen (14) hours per week and 65 days per year, shall not be eligible for the benefits of this Article.

## ARTICLE XI UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minn. Stat. § 122A.40, Subd. 10, which Article, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Subd. 1. "Employee" means a continuing contract employee who is regularly employed at least an average of fourteen (14) hours per week and 65 days per year. An employee employed less than an average of fourteen (14) hours per week and 65 days per year and substitute employees shall not acquire seniority.

### Section 2. Definitions:

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

Subd. 2. "Seniority or Seniority Date": For purposes of this Article, seniority means length of continuous service by a continuing contract employee commencing with the first day of employment in the school district. Probationary employees and substitute employees as defined in Minn. Stat. § 125.35, Subd. 5, are excluded. However, upon completion of the probationary period, an employee's seniority date shall relate back to the first day of employment. Leaves of absence approved by the school district shall not modify an employee's seniority date as defined herein.

Subd. 3. "Qualified – Employee": For purposes of this Article, to be qualified for a position shall mean as follows:

- a. The employee holds a current license(s) for the position.
- b. The employee has taught within the particular licensure area, on regular assignment in School District 917, within the immediate past five (5) years.

### Section 3. Application:

Subd. 1. Seniority List: An updated seniority list shall be published no later than February 15 of each year. The list shall indicate the beginning employment date, licensure and current position(s). The list shall be posted at each school facility and Local 3904 shall be provided with three (3) copies of each list.

Subd. 2. Ties in Seniority: In the event of a tie in seniority date, the tie shall be broken by lot.

Subd. 3. Grievability: A challenge to placement on the seniority list may be made in accordance with the grievance procedure in this contract.

Subd. 4. Removal from Seniority List: Employees resigning or terminated for cause shall be removed from the seniority list.

Subd. 5. No Break in Service: In determining the length of seniority, an employee whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40 but whose employment was subsequently reinstated, by action of the school district and the employee, without interruption of regular service, shall retain his/her original seniority date.

#### Section 4. Unrequested Leave of Absence:

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

Subd. 2. Employees proposed to be placed on unrequested leave shall receive notice pursuant to Minn. Stat. § 122A.40:

Following School Board action on discontinued positions and School Board action proposing placement of teachers in unrequested leave of absence, each teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a. States the applicable grounds as provided in Minn. Stat. § 122A.40, Subd. 11 for the proposed placement;
- b. Provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c. Provides notice to the teacher that failure to request a hearing will be deemed as acquiescence to the School Board's proposed placement action.

Subd. 3. Employees shall be placed on unrequested leave in order of inverse seniority providing the operation of inverse seniority order leaves remaining employees licensed and qualified as provided in Section 2 hereof to be assigned to the programs and course offerings of the school district. In the event of a staff reduction where the inverse operation of seniority would result in the remaining employees not being licensed or qualified as provided in Section 2 hereof for

assignment to school district programs, the school district may deviate from inverse seniority and retain either junior or probationary employees in such number as necessary to staff said programs with licensed and qualified employees as defined in Section 2 hereof.

Subd. 4. Employees placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefor. A hearing will be provided as set forth in Minn. Stat. § 122A.40 Subd. 14, if a written request for a hearing is received by the school board within fourteen (14) days after the employee received notice of proposed placement on unrequested leave of absence.

Subd. 5. Any employee placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Subd. 6. An employee placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. The unrequested leave of absence must not impair the continuing contract rights of the employee or result in a loss of credit for previous years of service. Nothing in the subdivision shall be construed to impair the rights of employees placed on the unrequested leave of absence to receive unemployment benefits, if otherwise eligible.

Subd. 6 7. Seniority rights as provided in this Agreement shall apply only to positions covered by this Agreement and shall not apply to positions outside this appropriate unit.

Section 5. Reinstatement:

Subd. 1. No new employee shall be employed by the school district while any employee licensed and qualified for the position as defined in Section 2 hereof is on unrequested leave of absence. The order of reinstatement shall be in seniority order, except the school district may deviate from seniority or recall if the senior employee(s) is not licensed and qualified as provided in Section 2 hereof.

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

Subd. 3. Except as otherwise provided in Subdivision 4 hereof, if a position as provided in Subd. 1 above becomes available for a qualified employee on unrequested leave, the school district shall mail the notice by certified mail to such employee, who shall have fifteen (15) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the school board within such fifteen (15) calendar day period, it shall constitute a waiver on the part of any employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. The school district may, but is not required to, offer a temporary position of less than sixty (60) working days to employees on the recall list. An employee shall have the right to refuse a temporary position of less than a full school year without any forfeiture of future reinstatement rights. Notwithstanding the provisions of Subdivision 3 hereof, temporary positions occurring within the school year shall require the employee to respond within three (3) calendar days indicating acceptance or rejection of reinstatement rights to a temporary position. For purposes of this subdivision, a temporary position shall mean a substitute position or other temporary position anticipated to last less than a full school year.

Subd. 5. Any employee placed on unrequested leave of absence shall remain on the unrequested leave of absence list for a period of five (5) years from the date unrequested leave was commenced, unless the employee forfeits such right by failure to accept a position for which licensed and qualified as provided in Subd. 3 hereof, and thereafter no further rights to reinstatement shall exist.

Section 6. Filing of Licenses: In any year in which a reduction of teaching staff is occurring, and the school district is placing employees on unrequested leave of absence, only those licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining lay off within areas of license for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not for the current reduction.

Section 7. Effect: This Article shall govern all employees as defined herein, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed personnel.

## ARTICLE XII EMPLOYEE SUPERVISION

### Section 1. Employee Improvement Plans

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance

does not constitute a serious infraction of the contract, code of conduct, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the school district. Should the employee fail to raise his/her level of performance to the school district's expectations, or the behavior issues continue, the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance.

## Section 2. Employee Discipline

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, the Employee's Code of Ethics, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. Oral or Written Reprimands. The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

- (a) Oral Reprimand. Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIII of this Agreement.
- (b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's personnel file. Written reprimands are grievable under Article XIII of this Agreement. The standards of review are whether or not any material in the employee's personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be

expunged from the employee's file.

Subd. 3. Suspension.

- (a) An employee may be suspended without pay for grounds as described in Minn. Stat. § 122A.40, Subd. 9(a) through (d) or Minn. Stat. § 122A.40, Subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIII of this Agreement.
- (b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIII of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- (c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) teaching days.

ARTICLE XIII  
GRIEVANCE PROCEDURE

Section 1. Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the school district as to the interpretation or application of terms and conditions of employment as contained in this Agreement. More than one employee may be on a single grievance if the allegation involves a common set of facts and a common claim.

Section 2. Representative: The employee(s) or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

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



Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. 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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district setting forth the facts and the particular relief sought within fifteen (15) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee(s) and the school board designee, and if informally resolved such resolution of the alleged grievance shall be evidenced by a written statement executed by the employee(s) and the school board designee.

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

Subd. 1. Level I: If the grievance is not satisfactorily resolved through informal discussions with the employee's immediate supervisor, the grievant may file a formal written grievance with the appropriate director within fifteen (15) days of the alleged violation. Within ten (10) days after receipt of a written grievance the director or designee(s) shall meet with the grievant and render a written decision, a copy of which shall be provided to Local 3904.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If the grievance is appealed to the superintendent, the superintendent, or his/her designee, shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within seven (7) days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure at its own instance, provided the school district provides written notice within ten (10) days after a decision in Level I or Level II has been rendered. At its option, the school board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) days

after review of the Level II decision. In the event the school board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice by the school district or within twenty (20) days after receipt of the request for review by the grievant. Local 3904 shall receive written advance notice as to the date of said hearing. In the event of such review, the school board reserves the right to affirm, reverse or modify such decision. 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 its findings and recommendations to the school board.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee(s) and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the school board in Section 6, or within twelve (12) days following notice that the school board has elected not to review the matter.

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, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the 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 the receipt of said request. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. 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 him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order 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. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought 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.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the school district (Attachment C). Such form shall be readily accessible in all school buildings.

Section 10. Election of 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 rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee(s) 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 actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV  
MEET AND CONFER

Section 1. Meet and Confer: Representatives of Local 3904 and representatives of the school district shall meet and confer pursuant to PELRA.

Section 2. Meet and Confer Meetings:

Subd. 1. Local 3904 and the school district may be represented by up to and including four (4) representatives at each meet and confer meeting.

Subd. 2. Meet and confer meetings will be held upon reasonable notice, at the request of either party, but not less than once each semester.

Subd. 3. The public employer shall provide the facilities and set the time for such conferences to take place after conferring with Local 3904.

Section 3. Itinerant Employee Schedules

Subd. 1. If itinerant personnel encounter a disagreement with the school district regarding requirements for scheduling prep time or lunch or both, they may request review of their detailed schedules at a Meet and Confer meeting.

a. The Meet and Confer representatives may review the employee schedule details and recommend solution options for district consideration or the Meet and Confer representatives may refer the disagreement to a professional panel for recommendations of solution options for district consideration. The professional panel will be appointed by the Meet and Confer representatives and will consist of one Assistant Special Education Director (not the supervisor of the employee), one employee who also works in the same program, and one board member from the Personnel Committee. The Superintendent will be an ex-officio member of the professional review panel to assist in scheduling meetings and gathering background information for the review.

Subd. 2. The use of the Meet and Confer process for review of itinerant staff schedules because of prep time or lunch time disagreements does not prevent the employee from using the grievance section of the contract.

ARTICLE XV  
VACANCIES AND POSTING

Section 1. Publishing of Notices of Vacancy:

Subd. 1. The school district shall post written notice in the Employment section on the district website and will send notice to each employee's school e-mail of licensed staff vacancies with position qualifications. The district may fill vacancies temporarily during the process of reviewing and interviewing applicants.

Subd. 2. Any employee possessing the necessary qualifications may apply for a vacancy and all qualified applications shall be considered.

Section 2. Transfers - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open teaching positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions, in order of preference, to which they desire to be transferred.

Section 3. Decision:

Subd. 1. Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when filling vacancies, and rotating or transferring staff.

Subd. 2. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

ARTICLE XVI  
SEVERANCE/RETIREMENT

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the school district, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school board. Years of service will be calculated based on years of continuous service completed from employment date or return date if an employee has a break in employment. Severance pay shall not be granted to any employee who is discharged for cause by the school district. This Article shall apply only to employees who terminate services with the district and withdraw from full time contracted active teaching service after the execution of this contract and shall not be retroactive to any employee who terminated prior to said execution date. If an employee eligible for this benefit dies before terminating services, the payment shall be made to the estate of the deceased.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 3. Method of Pay-out:

- a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b. The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c. The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d. The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum IRS contribution limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum IRS contribution limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the school district, an employee must notify the school district no later than March 1 of the intention to resign at the conclusion of the school year.

Section 5. Cut-Off Date: The benefits of this Article shall not apply to an employee employed after July 1, 1993.

ARTICLE XVII  
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District No. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Intermediate School District 917  
Salary Schedule  
2017-2018

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	38,500	39,600	40,700	41,800	43,000	44,200	45,400	46,600	47,800
2	39,848	40,986	42,125	43,263	44,505	45,747	46,989	48,231	49,473
3	41,242	42,421	43,599	44,777	46,063	47,348	48,634	49,919	51,205
4	42,686	43,905	45,125	46,344	47,675	49,005	50,336	51,666	52,997
5	44,180	45,442	46,704	47,966	49,343	50,721	52,098	53,475	54,852
6	45,947	47,260	48,573	49,885	51,317	52,749	54,181	55,614	57,046
7	47,785	49,150	50,515	51,881	53,370	54,859	56,349	57,838	59,327
8	49,696	51,116	52,536	53,956	55,505	57,054	58,603	60,152	61,701
9	49,696	51,116	54,638	56,114	57,725	59,336	60,947	62,558	64,169
10	49,696	51,116	56,823	58,359	60,034	61,709	63,385	65,060	66,735
11	49,696	51,116	59,380	60,985	62,735	64,486	66,237	67,988	69,738
12	49,696	51,116	62,052	63,729	65,559	67,388	69,218	71,047	72,877
13	49,696	51,116	64,845	66,597	68,509	70,421	72,332	74,244	76,156
14	49,696	51,116	64,845	66,597	71,934	73,942	75,949	77,956	79,964
15	49,696	51,116	64,845	66,597	75,531	77,639	79,746	81,854	83,962



Intermediate School District 917  
Salary Schedule  
2018-2019

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	39,174	40,293	41,412	42,532	43,753	44,974	46,195	47,416	48,637
2	40,545	41,703	42,862	44,020	45,284	46,548	47,811	49,075	50,339
3	41,964	43,163	44,362	45,561	46,869	48,177	49,485	50,793	52,101
4	43,433	44,674	45,915	47,155	48,509	49,863	51,217	52,570	53,924
5	44,953	46,237	47,522	48,806	50,207	51,608	53,009	54,410	55,812
6	46,751	48,087	49,423	50,758	52,215	53,672	55,130	56,587	58,044
7	48,621	50,010	51,400	52,788	54,304	55,819	57,335	58,850	60,366
8	50,566	52,010	53,456	54,900	56,476	58,052	59,628	61,204	62,780
9	50,566	52,010	55,594	57,096	58,735	60,374	62,013	63,652	65,292
10	50,566	52,010	57,818	59,380	61,084	62,789	64,494	66,199	67,903
11	50,566	52,010	60,419	62,052	63,833	65,615	67,396	69,177	70,959
12	50,566	52,010	63,138	64,844	66,706	68,567	70,429	72,290	74,152
13	50,566	52,010	65,980	67,762	69,708	71,653	73,598	75,544	77,489
14	50,566	52,010	65,980	67,762	73,193	75,236	77,278	79,321	81,363
15	50,566	52,010	65,980	67,762	76,853	78,997	81,142	83,287	85,431

ATTACHMENT C

GRIEVANCE REPORT FORM  
INTERMEDIATE SCHOOL DISTRICT NO. 917

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date Grievance Occurred:

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

ATTACHMENT D

**Memorandum of Understanding**

As a result of contract negotiations, the parties hereby agree to the following retirement incentive plan:

Full time active members of Local 3904 who have completed 15 years of continuous service with ISD 917, who are at least 55 years of age, and are eligible for TRA retirement benefits shall be eligible for a \$5,500 deposit into the retiring employees' MSRS Post-Retirement Health Care Savings Plan. This benefit is available to qualifying employees in fiscal years 2018 and 2019.

In order to be eligible for the retirement incentive, qualifying employees, must submit a letter of retirement to the Human Resources Office by 4:00 PM on April 1, 2018, or 2019.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XII of the 2016-2017 Contract.

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
NO. 917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, **2018**

Dated: \_\_\_\_\_, **2018**

## ATTACHMENT E

### LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between Intermediate School District 917 (hereinafter referred to as the School District) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as Local 3904) and the parties hereto agree as follows:

1. The School District and Local 3904 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, 2017, through June 30, 2019.
2. To comply with the provisions of Minn. Stat. 122A.40, subdivision 8 relating to peer review, the parties hereby agree as follows in sustaining a peer review program:

Section 1. Purpose: The intent of the program shall be to promote professional growth and development.

Section 2. Guide: The ISD 917 Employee Induction and Mentor Program Guide will be distributed to first and second year employees during their orientation day during back to school workshop.

Section 3. Mentoring and Cognitive Coaching for Probationary Employees: Shall be subject to the following:

1. By June 15 of each year or if hired after June 15, within two weeks of their hire date, each probationary employee will be paired by the School District with a continuing contract employee who will serve as a mentor and a continuing contract employee who has been trained as a cognitive coach. The School District will make a reasonable attempt to identify one continuing contract employee to serve as mentor and one as a cognitive coach. If no continuing contract employee is available to serve as a mentor, a non-continuing contract employee may be assigned.
2. Those employees who agree to participate as a mentor shall commit to two school years in the program.
3. The mentor and mentee shall fulfill the responsibilities described in the Program Guide.
4. The participating employee and mentor employee shall mutually determine a schedule for the cognitive coaching process, subject

to approval by the employees' supervisor. The mentor and cognitive coach will receive a \$500 stipend for the first year and \$400 stipend for the second year for each probationary teacher mentored. The cognitive coach will be paid at their hourly rate on a temporary work agreement up to \$500 for a first-year teacher and up to \$400 for a second-year teacher, starting in the 2018-2019 school year. The cognitive coach will submit timesheets for hours engaged in cognitive coaching with each probationary teacher assigned to them.

5. Any information obtained during the cognitive coaching process shall be confidential and shall not be included in any formal evaluations.

Section 4. Peer Review for Continuing Contract Employees: Continuing contract employees will pair with a continuing contract employee for peer review during the three-year review cycle each of the two years in the cycle not reviewed by a qualified and trained reviewer.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

ATTACHMENT F

**Memorandum of Understanding**

As a result of contract negotiations, the parties hereby agree to the following DCALS Summer School pay and preparation time structure.

Summer classes taught for credit in the same schedule as traditional school calendar classes will be paid at the employee's hourly rate pro rata to their teaching contract. The employee's paid time will be based on class time plus 15 minutes per 60 minutes of class time for preparations.

Employees who supervise summer school online classes will be paid at the employee's hourly rate pro rata to their teaching contract for the hours supervising the online computer lab at DCALS and the hours pre-approved for student follow-up to complete classes.

All summer school employee assignments will be authorized on a Temporary Work Agreement prior to May 20, 2018, and May 20, 2019, for the summer school sessions or online classes.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XII of the 2017-2019 contract.

Education Minnesota  
Intermediate School District #917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Employee Negotiator

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# EDUCATOR DEVELOPMENT AND EVALUATION JOINT AGREEMENT

## I. PURPOSE

This Agreement is entered into between Education Minnesota Intermediate School District 917 Local 3904 (“Union”) and Intermediate School District No. 917 (“District”). The Union and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minn. Stat. § 179A.01 *et seq.*

Through joint agreement, the parties have developed an educator development and evaluation process pursuant to the requirements of Minn. Stat. § 122A.40, Subd. 8 (EDE Process).

The EDE Process created by a joint Union-District committee and ratified by the Union’s general membership and adopted by the District School Board is detailed in the EDE Process document dated June 3, 2014, and as attached and incorporated.

## II. TERM

The EDE Process will take effect on July 1, 2014. This Agreement will remain in effect until the parties agree to modifications or until one party notifies the other party of its intent to withdraw from the Agreement at the beginning of the next school year. Such notice must be given prior to March 1 of the school year prior to withdrawal. The Agreement will end on June 30th following the notification of withdrawal. Both parties understand that the state plan created and published by the Minnesota Department of Education (“MDE”) pursuant to Minn. Stat. § 122A.40, Subd. 8(c) (“State Plan”) will be implemented at that time unless the parties agree on a successor process.

## III. TEACHER

The EDE Process Plan is applicable to teachers, school counselors, licensed school nurses, school social workers, school psychologists, speech/language pathologists and career and technical teachers.

## IV. EDE PROCESS COMMITTEE

A joint Union and District EDE Committee shall be responsible for overseeing implementation of the EDE Process to move from the current teacher development, evaluation and peer review process used in the District.

- A. Members. The Committee will consist of a total of nine representative, five representatives from the Union and four representatives from District administration.
- B. Meetings. The Committee must meet at least four times during each school year. Summer meetings may be scheduled if necessary.
- C. Duties.
  1. The Committee will work to ensure that communications about the EDE Process to teachers and administrators occurs in a timely and consistent manner.

2. The Committee will make recommendations to the District and Union on modifications to the EDE process.
3. The Committee will review any statutory changes to the requirements in Minn. Stat. § 122A.40, Subd. 8 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the EDE process.

**V. PLAN MODIFICATIONS**

The parties agree any suggested modifications to the EDE Process will be discussed at an EDE Process Committee meeting. Any modifications to the EDE Process will be made by mutual agreement. Neither party may unilaterally modify the EDE Process. The EDE Process in effect will remain in effect until proposed modifications have been adopted by the EDE Process Committee or the parties through the ratification and adoption process.

**VI. POSTING REQUIREMENTS**

The Committee will determine the appropriate electronic venue to post copies of the EDE Process so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the EDE Process, to new staff at the start of each subsequent school year, and to any staff upon request. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the EDE Process.

**VII. COMPENSATION**

Compensation for duties or positions associated with the EDE Process will be paid in accordance with the collective bargaining agreement between the parties.

**VIII. GRIEVABILITY**

The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the collective bargaining agreement between the parties.

EDUCATION MINNESOTA,  
DISTRICT  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, **2018**

Dated: \_\_\_\_\_, **2018**



## **ATTACHMENT G**

### Memorandum of Understanding Purpose of the Memorandum

As a result of contract negotiations, the parties hereby agree to the following hiring incentive for teachers of the Blind/Visually Impaired or tuition reimbursement incentive for teachers who are approved to enroll in preapproved courses to qualify for licensure as a teacher of the Blind/Visually Impaired. The parties hereby agree that there is a severe shortage of teachers of the Blind/Visually Impaired due to not having approved BVI training programs in the State of Minnesota.

#### BVI Hiring Incentive Procedures:

1. A new hire teacher of the Blind/Visually Impaired will be paid a hiring incentive stipend of \$5,000 each year of the first three years of employment. The stipend will be added to the annual salary and paid as part of their monthly payroll distribution.

#### BVI Tuition Reimbursement Incentive Procedures:

1. Teachers in ISD 917 may submit a written request for consideration to participate in the tuition reimbursement program to their direct supervisor. Participation in the reimbursement shall be subject to the recommendation of the Director of Special Education to the Superintendent whose approval shall be final and not subject to the grievance process.

2. Reimbursement of tuition for preapproved graduate courses shall be limited to six semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed 2/3 the cost of six graduate semester credits at the University of Minnesota. Reimbursement shall be subject to credits earned with a grade of "C" or better and shall be subject to the superintendent's approval whose decision is final and not subject to the grievance process. A request for tuition reimbursement shall be made within 60 days of course completion and shall include an official grade report from the college or university.

3. If a teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired drops from the licensure program or separates from employment with ISD 917 prior to obtaining the BVI license, the teacher will repay ISD 917 in full for tuition reimbursement to the teacher.

4. If a teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired does not remain employed with ISD 917 as a full-time teacher of the Blind/Visually Impaired for three years after the date of full BVI licensure, the teacher will repay ISD 917 for tuition reimbursed on a prorated basis for each of the

three years not served. For example, if after one year the teacher resigns from ISD 917, 1/3 of the tuition reimbursed will be forgiven and 2/3 will remain owing. If the teacher becomes a part-time teacher, the employment forgiveness time to ISD 917 will be based on a proration of their part-time contract. If a teacher in the tuition reimbursement program is placed on URL, the tuition reimbursement owed will be forgiven.

5. A teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired expressly agrees that the teacher's last paycheck will be withheld and used to repay ISD 917 for tuition owing. If the last paycheck is insufficient to repay the tuition debt in full, the teacher will repay the remaining tuition owing on a schedule as determined by ISD 917 at the time of the teacher's separation from employment.

It is the parties' express understanding and agreement that nothing in this tuition reimbursement program or hiring incentive program constitutes a violation of the Minnesota Wage Law, Minn. Stat. 181.79 by ISD 917. A teacher knowingly and voluntarily enters into the tuition reimbursement program or hiring incentive program. A teacher will not bring any suit, claim, complaint, or other legal action of any type based on or arising from this tuition reimbursement program or hiring incentive program against ISD 917 under Minnesota Statute Chapter 181 or any other state or federal employment or wage statute or rule. A teacher participating in the BVI tuition reimbursement program or hiring incentive program will indemnify and hold harmless ISD 917 for any claims based on or arising from this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date