

AGREEMENT

between

THE SCHOOL BOARD OF  
INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DAKOTA COUNTY FEDERATION OF INTERPRETERS  
LOCAL #3904A - AFT, NEA, EDUCATION MINNESOTA

Effective July 1, 2022 through June 30, 2024

Board Approved September 6, 2022

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## **INTERPRETERS AGREEMENT**

### **ARTICLE I PURPOSE**

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the school board or school district) and the Dakota County Federation of Interpreters, Local 3904A - AFT, NEA, Education Minnesota, AFL-CIO (hereinafter referred to as the Union) 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 employees represented by the Dakota County Federation of Interpreters (hereinafter referred to as interpreters) during the duration of this Agreement.

### **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the school district recognizes the Dakota County Federation of Interpreters, Local #3904A - AFT, NEA, Education Minnesota, AFL-CIO, as the exclusive representative of interpreters employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the interpreters of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 14, 1992, BMS Case No. 92-PCE-75.

### **ARTICLE III DEFINITIONS**

Section 1. Interpreters: Interpreters shall mean all employees employed by the school district and assigned responsibilities of interpreters, transliterators, and cued language transliterators, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employers personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179.66 regarding the rights of public employers and the scope of negotiations.

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 interpreter 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 the exclusive representative.

Section 2. Right to Join: Interpreters shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Interpreters 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 interpreters with the school district.

Section 3. Use of Communications Facilities: The union shall have the right to post notices of activities and matters of union 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: The union 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. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the Union and the School District or with the state mediator during school hours, two members of the Interpreters' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When an interpreter is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the Interpreter representation will be at the expense of the School District for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations. The District shall make the sole determination as to the disciplinary nature of the situation.

Subd. 3. At the beginning of each school year, the Union shall be credited with twenty-eight (28) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute Interpreter. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or 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.

Section 6. Right to Dues Check Off: Each employee shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than October 15 of each school year. Pursuant to such authorization, the school district shall deduct one-sixteenth (1/16) of such dues from each regular semimonthly salary check for the employee, each month, beginning on October 15 and ending on May 31. An employee who begins employment in mid-year shall have thirty (30) days from employment date to request dues deduction. Deductions for employees employed after the commencement of the school year shall be specified on the form provided by the school district with the last payment to be on June 15th. The dues checkoff authorization shall continue in effect until termination of the employee or of revocation by the employee. Revocation shall be in writing to the Local and allowed only during the window provided by Education Minnesota. The Local will notify the District if this window changes from the prior year by June 30th.

Section 7. Personnel Files: All evaluations and files generated with the School District relating to each employee shall be available upon written request. The employee shall have the right to request any contents of their own personnel file and to submit for inclusion the employee's response to any material contained within. Upon written request of contents from an employee's file, by the employee, the District will email a scan of the requested item(s) to the employee. At the employee's request, the District will supply the employee with a printed copy the requested item(s), which the employee can pick up at the District office during business hours.

## **ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES**

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

Section 2. Effect of Law, Rules and Regulations: The union recognizes that all employees covered by this Agreement shall perform the nonteaching services prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the school district. The union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, 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. Basic Day: The interpreter's basic day, exclusive of lunch, for a regular full-time employee, shall be six (6) to eight (8) hours per day as annually prescribed by the school district prior to August 1. However, the school district may employ such part-time interpreters as it deems appropriate.

Subd. 1. Break Period. Employees shall be scheduled for a morning break and an afternoon break. Schedules will be mutually developed and approved by the supervisor. If the employee and supervisor mutually agree, the morning and afternoon breaks may be combined to provide for a lunch break.

Section 2. Duty Year: The duty year for regular full-time employees under this Agreement shall be as annually prescribed by the school district prior to August 1 for the upcoming school year. Employees in this group shall work the number of student days plus two (2) additional workdays to be determined by the school district. However, the school district may employ such part-time interpreters as it deems appropriate.

### Section 3. 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 duty year, and, if school is closed on a normal duty days(s), the employee shall perform duties on such other day(s) in lieu thereof as the school district 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 federation the opportunity to meet and confer on such matters.

Subd. 4. Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466 "Provisions for the closing of schools due to inclement weather or other exigency."

Section 4. Certain Absences: Interpreters shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

**ARTICLE VII  
BASIC SALARIES**

Section 1. Basic Salaries - Regular Employees:

Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period of July 1, 2022, through June 30, 2023. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, 2023 through June 30, 2024.

Subd. 2. Effective July 1, 2022, employees shall be compensated on Salary Schedule A, on such level and step for the 2022-2023 contract year at one step *above* their 2021-2022 placement, except those on step ten (10), eleven (11), and twelve (12) who will be placed on step nine (9) due to the fact that the last three steps on the 2021-2022 salary schedule were dropped when creating the 2022-2023 salary schedule, which still effectively continues to increase all employees' salaries.

Subd. 3. Effective July 1, 2023, employees shall be compensated on Salary Schedule B, on such level and step for the 2023-2024 contract year at one step *above* their 2022-2023 placement.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, 2024, an employee shall remain at the same step as compensated during the 2023-2024 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the school district reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 5. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B as follows, where continuous applies to employees hired after July 1, 2018:

Years of Continuous Employment	Hourly Increase
Years 10-14	\$2.00
Years 15-17	\$3.00
Years 18-20	\$4.00
Years 21 and beyond	\$5.00

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.

Section 2. New Employees: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Mentor/Lead Interpreter(s): One or more interpreter(s) may be designated by the School District to serve on an annual appointment in one of the following capacities:

<u>Position</u>	<u>Annual Stipend</u>
Lead Interpreter	\$500
Mentor Interpreter	\$1,500 (1-2 mentees)
Mentor Interpreter	\$1,800 (3 or more mentees)

An appointment to any of these positions shall not reduce the interpreter's hours of work from the previous school year. All stipends specified shall be in addition to the wages as provided in Schedules A and B and the mileage and expense reimbursements of this Master Agreement.

Section 4. Certification Adjustment: An employee who acquires a certification as reflected in Article XII, Section 4, shall advance to the certification lane at the same step, except as provided in Article VII, Sections 1 and 2 of the Master Agreement, on the appropriate salary schedule effective following proof of certification. In lieu of retroactive pay, the interpreter shall receive a stipend in the amount of \$1950.00 to be paid in equal installments over the employee's annual paycheck.

Section 5. Certification + BA/BS: Effective July 1, 2003, an employee who has certification and shows proof of a bachelor's degree in education or their field of employment shall be placed in this lane. For those employees receiving degrees subsequently, the advancement to this lane shall be effective the first of the month following the awarding of the degree.

Section 6. Dual Certification Stipend: Any employee who is certified as both a sign language interpreter and cued language transliterator and who will be performing duties of both, shall receive a stipend of \$1,000.00 per year. The stipend specified shall be in addition to the wages as provided in Schedules A and B of this Master Contract.

Section 7: Absence of Regular Teacher. In the event the regular teacher is absent from the classroom two or more consecutive hours per day during the student contact time and a substitute is not hired, one School District designated employee shall receive the current substitute teacher pay for student contact hours that neither the regular teacher nor a substitute teacher is in attendance in the classroom or when an employee is in charge of students on a community outing. If the employee's rate of pay is already higher than that of the substitute teacher rate, the employee shall receive their regular hourly pay plus an additional \$2.00 per hour. The School District will designate the employee responsible for providing coverage.

Section 8: Change in Assignment: An interpreter who is assigned duties of a program, classroom, or student assistant during any part of their workday shall be paid their interpreter rate of pay.

Section 9: Outside of Regular Assignment Work Hours Interpreting: All interpreters who perform outside of regular assignment work hours interpreting for ISD 917 or member school districts will be compensated at an hourly rate of \$25 an hour or their regular hourly rate whichever is greater. These rates will apply to member district requests for school sanctioned activities and events with the exception of the Minnesota State High School League sanctioned activities. These requests from ISD 917 or a member district may also include but are not limited to IEP meetings, parent/teacher conferences, or other requests approved by the Assistant Special Education Director supervisor responsible for the interpreting program.



Minnesota State High School League sanctioned activities payrate and arrangements for member districts will be made between the member district and the individual interpreter and paid directly to the interpreter by the member district. A list of interpreters willing to provide these services will be made available to member districts upon request.

Subd. 1. If the Outside of Regular Assignment Work Hours interpreting occurs immediately before or after the interpreter's workday, the interpreter shall be paid a minimum of one hour. If the assignment is longer than 1 hour, the interpreter shall be paid in increments of fifteen (15) minutes. If the interpreter is required to drive between member districts for the assignment, drive time will be included as work time.

Subd. 2. If the Outside of Regular Assignment Work Hours interpreting is not contiguous with the regular work day, the interpreter shall be paid a minimum of two hours plus the drive time equivalent of the end of the Regular Assignment Work Day location to the After Regular Assignment Work Hours location. Any hours worked after the two-hour minimum shall be paid in fifteen (15) minute increments.

Subd 3. If Outside of Regular Assignment Work Hours result in an interpreter's work week being greater than 40 hours, as per labor law, the interpreter shall be paid time and a half of their regular hourly rate for the hours over 40.

## **ARTICLE VIII 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: Effective July 1, 2022, the school district shall contribute a sum not to exceed \$700 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Effective January 1, 2023, the school district shall contribute a sum not to exceed \$764 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Effective January 1, 2024, the school district shall contribute a sum not to exceed \$804 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. The cost of the premium not contributed by the school district 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. Dependent Coverage: Effective July 1, 2022, the school district shall contribute a sum not to exceed \$1650 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2023, the school district shall contribute a sum not to exceed \$1684 per month for

dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2024, the school district shall contribute a sum not to exceed \$1784 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. In the event that the school district's contribution for family coverage is discriminatory or illegal, the union will hold the school district harmless and indemnify the school district from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the school district's contribution toward family coverage. 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 July 1, 2022, 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 \$700. Effective January 1, 2023, 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 \$764. Effective January 1, 2024, 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 \$804.
- 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 July 1, 2022, 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 \$1650. Effective January 1, 2023, 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 \$1684. Effective January 1, 2024, 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 \$1784.
- 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 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 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 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: Effective July 1, 2022, the school district shall contribute a sum not to exceed \$40 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 dental insurance plan. Effective January 1, 2023, the school district shall contribute a sum not to exceed \$56 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 dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2022, the school district shall contribute a sum not to exceed \$105 per month toward the cost of the premium for dependent 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 dependent coverage. Effective January 1, 2023, the school district shall contribute a sum not to exceed \$138 per month toward the cost of the premium for dependent 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 dependent coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The school district will pay each month 100 percent of the current premium for income protection insurance for each full-time interpreter. The income protection plan shall include the following:

1. Benefits begin after ninety (90) working days of total disability.
2. 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 each month 100 percent of the life insurance premium for a \$80,000 term life insurance policy for each full-time interpreter. 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 interpreter 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 herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An interpreter is eligible for contributions as provided in this Article as long as he/she is a full-time employee of District No. 917. Upon termination of employment, all district contributions 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 August of the year of resignation or placement on unrequested leave.

Section 8. Eligibility: To be eligible for the benefits of this Article an employee must be a regular full-time employee employed at least 1,050 hours per year. For employees employed less than 1050 hours per year, but at least 550 hours per year, the school district will make a pro rata contribution.

## **ARTICLE IX LEAVES OF ABSENCE**

### Section 1. Sick Leave:

Subd. 1. All full-time interpreters shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. All full-time interpreters shall be given a credit of the number of sick days earned at the beginning of each year of employment. If in the event that an employee leaves the school district before the completion of the school year, one day of sick leave shall be deducted from the accumulated sick leave total for each month that the employee did not work during the school year. The employee will be liable to the school district for any sick leave pay granted to the employee for which they were not eligible by leaving the employment of the school district before completion of their school year.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. The School Board may require an interpreter to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an interpreter for sick leave is reserved to the School Board.

Subd. 4. In the event that a medical certificate will be required, the interpreter will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the interpreter.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. An interpreter who is entitled to sick leave pay, who is then receiving Workers Compensation, may not be paid sick leave pay in an amount greater than the difference between such Workers Compensation and his/her basic salary.

## Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Maternity Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
  - i. The employee's own serious health condition, as defined by the FMLA.
  - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
  - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the

employee transitions to an unpaid leave of absence.

- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

- b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

### Section 3. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run

concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in July of the next fiscal year by April 1 of the leave fiscal year.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

#### Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the



discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

## Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

## Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

Section 9. Death and Illness:

Subd. 1. An employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law or daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother-in-law or sister-in-law, or significant person of the immediate household. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness or injury of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild or sibling and/or grandparent and/or step-parent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413)

Subd. 3: Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding and is not subject to the grievance procedure.

Section 10. Personal Leave:

Subd. 1. Eligibility: Employees will receive personal leave days per the following schedule:

In year one (1) of continuous employment	1 day
In years two (2) through four (4) of continuous employment	2 days
In years five (5) and beyond of continuous employment	3 days

Continuous employment applied to employees hired after July 1, 2018. Personal leave shall be allowed to accumulate to a total of five (5) days.

- A. Employees in their first year of employment, eligible for one (1) day of personal leave, may be granted time off for extraordinary circumstances in emergency situations if their personal leave has been used. Such days will be deducted from accumulated sick leave.
- B. An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

- A. A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.
- B. Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved for more than one (1) interpreter on any given day.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those interpreters who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$100.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five.

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally at least one (1) week in advance.

Sub. 5. 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.

## **ARTICLE X PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee, under the provisions of this Agreement, who is certified (EIPA score of 4.0 or NAD- or RID-, or NIC-certified) shall serve a probationary period of one (1) school year of continuous employment during which time the school district shall have the

unqualified right to suspend without pay, discharge or otherwise discipline such employee. An employee, under the provisions of this Agreement, who is not certified at the beginning of their second year of continuous employment shall serve a probationary period of two (2) school years of continuous employment or until they reach Minnesota certification, whichever occurs first, during which time the school district shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. An employee employed prior to July 6, 2004, shall retain the previous probationary period of one school year of continuous employment.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the school district in accordance with Article XI of this Agreement.

## **ARTICLE XI 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, 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, 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 XIV of this agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- 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 personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands are grievable under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's official 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 official personnel file.

### Subd. 3. Suspension.

- a) An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(a) through (e) or Minn. Stat. Section 122A.40, Subd. 13 (1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.
- 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 XIV 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) workdays.

### Subd. 4. Termination for Cause.

- a) An Interpreter who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
  - i. Inefficiency;
  - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
  - iii. Conduct unbecoming an Interpreter which materially impairs the Interpreter's educational effectiveness;

- iv. Other good and sufficient grounds rendering the employee unfit to perform the Interpreter's duties.
- b) An Interpreter will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the Interpreter fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. A board may discharge a non-probationary Interpreter, effective immediately, upon any of the following grounds:
  - i. Immoral conduct, insubordination, or conviction of a felony;
  - ii. Conduct unbecoming an Interpreter which requires the immediate removal of the Interpreter from classroom or other duties;
  - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
  - iv. Gross inefficiency which the Interpreter has failed to correct after reasonable written notice;
  - v. Willful neglect of duty; or
  - vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

## **ARTICLE XII SENIORITY**

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the school district. For purposes of this Article, the school district reserves the right to define reasonable qualifications within reasonable program areas and program skills. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas.

Section 2. Seniority Date: An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If more than one employee is hired on the same date, the tie shall be broken by lot.

Section 3. Loss of Seniority: An employee shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off.

Section 4. Seniority List: There shall be two separate seniority lists and an employee shall have seniority rights only within the list that they are qualified for pursuant to this section. An employee shall acquire seniority either as a sign language interpreter or as a cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either a sign language interpreter or cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either an interpreter/transliterator or cued speech transliterator. An employee who meets both of those qualifications may appear on both seniority

lists. An employee shall not exercise seniority in one of the two positions unless the employee is eligible on the particular list. Effective July 1, 2000, all sign language interpreters or as a cued language transliterators who have the certification within one or both areas shall be senior to anyone else on the list who does not have such certification. However, the employee without certification will retain his/her original seniority date and upon obtaining certification will have seniority consistent with the original seniority date. For purposes of this section, a sign language interpreter must be certified by Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA). Certification for a cued language transliterator shall be by certification from Testing, Evaluation and Certification Unit (TECUnit). If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 5. School District Discretion: Effective July 1, 2000, the school district reserves the right to place on layoff any employee who is not certified and replace such employee with a certified employee if financial aids are negatively affected because of lack of certification.

Section 6. Seniority List Posting: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date and position. The list shall be distributed to the union members via email.

### **ARTICLE XIII MISCELLANEOUS**

Section 1. Travel Expense and Mileage Reimbursement:

Subd. 1. Interpreters required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

Subd. 2. In the event that an interpreter is obliged to travel to diverse job sites during the course of the employee's duty day, the School District shall reimburse the employee at the School District's approved mileage rate. Mileage reimbursement shall not apply towards the employee's mileage from home to the initial assignment location at the beginning of the day, nor from the last assignment location to the employee's home at the end of the day.

Section 3. Registry of Certified Interpreters and Transliterators: Sign language interpreters who verify their testing for a Certificate of Interpretation issued by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA) or for cued language transliterators certification from Testing, Evaluation and Certification Unit (TECUnit) shall, upon such completion of any test, be reimbursed for the testing costs in an actual amount, not to exceed a total of \$550 per interpreter. If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 4. Certification Maintenance Program/Annual Registration: For interpreters certified by the Registry of Interpreters for the Deaf and for Cued English Transliterators Certified by the Testing, Evaluation, and Certification Unit who verify their certification,

the maintenance fee and annual registration, these employees will be reimbursed by the district as follows:

- a) On an annual basis. interpreters can request reimbursement for up to \$165.
- b) On an annual basis, transliterators can request reimbursement for up to \$100.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or school district may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their 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 calendar days.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

Section 5. Adjustments of Grievance: The school district and the employee 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 resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.



Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his/her designee shall issue a decision in writing to the parties involved.

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 provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure 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 may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee 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 ten (10) days following the decision in Level I or School Board review, whichever is applicable, of the grievance procedure.

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

Subd. 3. 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 the PELRA providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the 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 a 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 including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. 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 or if the request is mutual, the cost shall be shared. 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.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the school district (Attachment A). 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 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 XV SEVERANCE/EARLY RETIREMENT**

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2020.

Section 3. 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, or have completed thirty (30) years of service with the School District shall be eligible for severance pay

pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

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. The amount of severance payment under this Article shall be reduced by the amount of the School District matching 403b contributions made under Article XVI, Section 2, effective July 6, 2004.

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 deferral 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 deferral 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 not less than 45 calendar days prior to the proposed retirement date.

## **ARTICLE XVI 403b MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed one (1) year of employment in the District to be eligible for contribution in the employee's second year of service. 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. Further, to be eligible for this contribution an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. For employees employed less than 1110 hours, but at least 550 hours per year, the school district shall make a contribution according to Section 2 below.

Section 2. Contribution. Effective July 1, 2020, the school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to year of continuous employment. 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. (Continuous only applies to persons hired after July 1, 2018.)

<u>Continuous Years of Employment in District</u>	<u>1110+hrs/yr</u>	<u>550-1109 hrs/yr</u>
2-4	\$250	\$125
5	\$400	\$200
6-9	\$550	\$275
10-15	\$700	\$350
16+	\$850	\$425

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.

**ARTICLE XVII  
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the school district and the union representing the interpreters 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 under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

DAKOTA COUNTY FEDERATION  
OF INTERPRETERS  
LOCAL #3904A

INTERMEDIATE SCHOOL DISTRICT 917

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President

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Chair

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Clerk

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Dated: September 6, 2022  
2022

Dated: September 6,

**SCHEDULE A**

**INTERPRETERS**

**2022-2023 SALARY SCHEDULE**

STEP NUMBER	NON- CERTIFIED	CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST	CERT + BA/BS OR BA/BS + 3.7 OR HIGHER ON THE EIPA TEST
	RANGE 1 (A)	RANGE 2 (B)	RANGE 3 ( C )
1	24.03	25.56	26.51
2	24.62	26.13	27.07
3	25.18	26.7	27.64
4	25.75	27.29	28.22
5	26.32	27.81	28.78
6	26.90	28.39	29.36
7		28.96	29.91
8		29.54	30.46
9		30.09	31.04

## SCHEDULE B

### INTERPRETERS

#### 2023-2024 SALARY SCHEDULE

STEP NUMBER	NON-CERTIFIED	CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST	CERT + BA/BS OR BA/BS + 3.7 OR HIGHER ON THE EIPA TEST
	RANGE 1 (A)	RANGE 2 (B)	RANGE 3 (C)
1	24.36	25.92	26.88
2	24.96	26.49	27.45
3	25.54	27.07	28.03
4	26.11	27.67	28.61
5	26.69	28.2	29.18
6	27.28	28.79	29.77
7		29.37	30.33
8		29.95	30.89
9		30.51	31.48

ATTACHMENT A

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

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

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

Date Grievance Occurred:  
\_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: \_\_\_\_\_

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