

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, 2021, through June 30, 2023

Board Approved January 4, 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.....	2
PURPOSE.....	2
ARTICLE II.....	2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	2
ARTICLE III.....	3
DEFINITIONS.....	3
ARTICLE IV.....	3
EMPLOYEE RIGHTS.....	3
ARTICLE V.....	4
SCHOOL BOARD RESPONSIBILITIES.....	4
ARTICLE VI.....	5
HOURS OF SERVICE - LENGTH OF SCHOOL YEAR.....	5
ARTICLE VII.....	8
BASIC SALARIES.....	8
ARTICLE VIII.....	15
403B MATCHING CONTRIBUTION.....	15
ARTICLE IX.....	17
GROUP INSURANCE.....	17
ARTICLE X.....	21
LEAVES OF ABSENCE.....	21
ARTICLE XI.....	29
UNREQUESTED LEAVES OF ABSENCE.....	30
ARTICLE XII.....	34
EMPLOYEE SUPERVISION.....	34
ARTICLE XIII.....	36
GRIEVANCE PROCEDURE.....	36
ARTICLE XIV.....	39
MEET AND CONFER.....	39
ARTICLE XV.....	40
VACANCIES AND POSTING.....	40
ARTICLE XVI.....	41
SEVERANCE/RETIREMENT.....	41
ARTICLE XVII.....	43
DURATION.....	43
SALARY SCHEDULE A 2021-2022.....	44
SALARY SCHEDULE B 2022-2023.....	45
ATTACHMENT C, GRIEVANCE REPORT FORM.....	46
ATTACHMENT D, MEMORANDUM OF UNDERSTANDING - RETIREMENT INCENTIVE.....	47
ATTACHMENT E, LETTER OF UNDERSTANDING - PEER REVIEW.....	48
ATTACHMENT F, MEMORANDUM OF UNDERSTANDING - DCALS SUMMER CLASSES.....	50
ATTACHMENT G, MEMORANDUM OF UNDERSTANDING - TEACHER CLASSROOM COMP.....	51
ATTACHMENT H, MEMORANDUM OF UNDERSTANDING - BVI HIRING INCENTIVE.....	54
ATTACHMENT I, MEMORANDUM OF UNDERSTANDING - SP. ED. CLASS SPLIT.....	56
ATTACHMENT J, MEMORANDUM OF UNDERSTANDING - EXECUTIVE ORDERS.....	57

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 a 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, mental health professional, 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 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 30. 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 (5) workdays.

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. Noninstructional and Nonsupervisory Duty: The District will at times need to ask a teacher to complete a task that is not directly related to classroom instruction, student

supervision, or professional development. A good example of this type of a task is moving their instructional supplies and their professional equipment from one space to another. When an employee is directed to move from one space to another the following expectations will be followed:

Subd. 1. If an employee volunteers to move from one space to another, then there is no additional compensation for them to complete their move.

Subd. 2. Compensation Options: If an employee is directed to move from one space to another, the program administrator will determine the most appropriate compensation option. Below are the two possible options:

- a. The affected teacher will be provided time without student contact during their already contracted time to complete the packing, unpacking, and light duty moving tasks. The teacher will be paid their hourly rate as they are already contracted to be working at that time. There will be no additional compensation beyond their hourly rate if the teacher performs the transfer related work during their contracted time.
- b. The affected teacher will be contracted to do the transfer-related moving work outside of their existing contracted time. In this circumstance, the teacher will be compensated for additional time at a rate of \$20.00 per hour.

Subd. 3. The time provided must be preapproved by a program administrator on a temporary work agreement by the employee's supervisor. The supervisor may approve up to four (4) hours for a move between two spaces in the same building, or up eight (8) for a move between spaces in two different buildings.

Section 9. 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 10. 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 11. 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 12. 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. 2021-2022 Rates of Pay: The wages and salaries reflected in Salary Schedule A, attached hereto, shall be effective for the 2021-2022 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 2021-2022 school year. New non-degreed hires shall have initial placement based upon training and experience.

Subd. 2. 2022-2023 Rates of Pay: The wages and salaries reflected in Salary Schedule B, attached hereto, shall be effective for the 2022-2023 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall advance

one step on the salary schedule for the 2022-2023 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, 2023, an employee shall be compensated according to the 2022-2023 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:

	<u>21-22</u>	<u>22-23</u>
Beginning in the 16-17 years of employment in the district	\$1,700	\$2,200
Beginning in the 18-20 years of employment in the district	\$2,300	\$2,800
Beginning in the 21-25 years of employment in the district	\$3,900	\$4,400
Beginning at 26+ years of employment in the district		\$5,000 \$5,500

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.

Subd. 9. Lane changes for Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses: In addition to the Lane Advancement procedures in Subd. 7, A through H, Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses may apply to have Continuing Education Units (CEU) recognized for lane changes. The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses will use the same form as teachers to request prior approval of credits (but in this case CEUs) to be used toward lane changes.

- c. CEUs applied to this subdivision must be paid for by the Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, or Licensed School Nurses and not by the District.
- d. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.
- e. Article VII, Section 1, Subd. 7, B, E, F, and H shall also apply to CEU recognition consideration.

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:

2021-2022 and 2022-2023

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 of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only. For each professional development training presented, a teacher may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

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:

Subd. 1. General Process: 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.

Subd. 2. Employee who has been a teacher in 917, returning to a teaching position:
A person who has been employed as a teacher in ISD 917, who was previously employed for a number of years in a position that is not a teaching position, (a.) does not forfeit their previously earned seniority as a teacher, nor do they (b.) earn seniority in the teacher group while they are not in a teaching position. This process is used in determining teacher seniority used for seniority-based decisions such as unrequested leave.

Example A: Teacher A has five years of teaching seniority established in ISD 917; they move to a dean position for four years. If they return to a teaching position in ISD 917, they will be credited with five years of their previous seniority as a teacher.

Example B: Teacher B has five years of teaching experience in a different school district, and they are hired as a dean in ISD 917 and work as a dean for four years. If they move to a teaching position in ISD 917, their previous experience as a teacher in another district will not be counted as teaching seniority in ISD 917. They will be credited with zero years of teaching seniority in ISD 917.

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. 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 10. 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 of the employee's contract.

Section 11. 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 12. 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 13. 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 14. 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 15. 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 professional; 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.

Years of Continuous Employment in the District	2021-2022 and 2022-2023	
	1110+ hr/yr	550-1109 hr/yr
1 to 4	\$360	\$180
5 to 9	\$860	\$430
10 to 15	\$1,060	\$530
16 to 20	\$1,260	\$630
21+	\$1,460	\$730

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 403(b) 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 January 1, 2022, 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. Effective January 1, 2023, 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 January 1, 2022, 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. Effective January 1, 2023, 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 January 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 \$755. 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 \$775.

(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 January 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 \$1600. 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 \$1600.

(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, 2022, 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, 2022, 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 31st.

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 childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare 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. Employees who take medical or parental leave of absence, under this article, shall retain their number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave. 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. 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, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (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 hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$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, grandchild, 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, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off beyond the twenty (20) days noted herein.

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. 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 the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the teacher, the program administrator may deny the request for use of PTO.

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) and the last ten (10) student contact 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 for which the number of teachers at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

Any exceptions to the expectations herein require the approval of the superintendent or their designee.

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 may be available for bargaining unit members or their immediate family members who have exhausted all their paid sick 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 has been 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 the absence tracking system 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. 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. 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 winter and spring breaks, summer, and weekends 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 PTO, sick leave, or unpaid time off 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 August of the next school year by April 1 of the leave school 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 teacher 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 teacher 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 school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, 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 PTO and sick leave days, experience credit for pay purposes, 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 PTO days, experience credit for pay purposes, 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 PTO and sick leave days, experience credit for pay purposes, 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 PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid 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 will be digitally posted and linked to the staff only access portion of the ISD 917 website under "For 917 Staff." An email will be sent by the superintendent's designee indicating to staff that the seniority list has been posted and Local 3904 shall be provided with a copy of the 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. An employee who has acquired continuing contract rights must not be placed on unrequested leave while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of 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. 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 or designated administrator 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) working days of the alleged violation. Within ten (10) working days after receipt of a written grievance the director or designee(s) shall meet with the grievant. Within five (5) working days after the meeting, the director shall 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) working 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) working days after receipt of the appeal. Within seven (7) working 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) working 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) working days after receipt 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) working 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.

Subd. 2. Strong efforts will be made on the part of the administration to inform staff each year of their placement for the next school year prior to the statutory final date for resignation (currently April 1 or July 15).

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.

Subd. 4. If the employee resigns from their assigned position after the statutory resignation date has passed, the District will release the teacher from their assigned position contingent on the hire of a suitable replacement.

Subd. 5. To appeal the decision to not release an employee from their contract, the employee shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision.

ARTICLE XVI
SEVERANCE/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 hereafter shall not apply to an employee employed after July 1, 1993.

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

Section 5. 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 6. 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.

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, 2021, through June 30, 2023, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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: January 4, 2022

Dated: January 4, 2022

**Intermediate School District 917
Salary Schedule A
2021-2022**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	41,747	42,925	44,103	45,282	46,567	47,854	49,139	50,424	51,710
2	43,190	44,409	45,630	46,849	48,180	49,510	50,840	52,171	53,502
3	44,684	45,946	47,209	48,472	49,849	51,226	52,603	53,980	55,358
4	46,231	47,537	48,844	50,150	51,575	53,000	54,426	55,851	57,276
5	47,831	49,183	50,536	51,888	53,363	54,838	56,313	57,788	59,264
6	49,724	51,131	52,537	53,943	55,477	57,011	58,546	60,080	61,614
7	51,693	53,155	54,619	56,081	57,677	59,271	60,868	62,463	63,957
8	53,741	55,262	56,784	58,304	59,964	61,624	63,282	64,942	66,601
9	53,741	55,262	59,035	60,617	62,343	64,067	65,793	67,519	69,246
10	53,741	55,262	61,377	63,021	64,815	66,610	68,405	70,201	71,995
11	53,741	55,262	64,115	65,835	67,710	69,586	71,461	73,336	75,213
12	53,741	55,262	66,979	68,775	70,735	72,695	74,655	76,614	78,575
13	53,741	55,262	69,970	71,847	73,896	75,943	77,991	80,041	82,088
14	53,741	55,262	69,970	71,847	77,565	79,716	81,866	84,018	86,167
15	53,741	55,262	69,970	71,847	81,419	83,676	85,934	88,193	90,451

**Intermediate School District 917
Salary Schedule B
2022-2023**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	42,582	43,783	44,985	46,188	47,499	48,811	50,121	51,432	52,744
2	44,054	45,297	46,542	47,786	49,143	50,500	51,857	53,215	54,572
3	45,578	46,865	48,153	49,441	50,846	52,250	53,655	55,059	56,465
4	47,155	48,488	49,821	51,153	52,607	54,060	55,515	56,968	58,422
5	48,788	50,166	51,547	52,925	54,430	55,935	57,440	58,944	60,450
6	50,719	52,153	53,588	55,022	56,587	58,151	59,717	61,282	62,847
7	52,727	54,219	55,712	57,202	58,831	60,457	62,085	63,712	65,236
8	54,816	56,367	57,919	59,471	61,163	62,856	64,548	66,240	67,933
9	54,816	56,367	60,215	61,829	63,589	65,349	67,109	68,869	70,631
10	54,816	56,367	62,604	64,281	66,111	67,942	69,774	71,605	73,435
11	54,816	56,367	65,398	67,152	69,064	70,977	72,891	74,803	76,717
12	54,816	56,367	68,318	70,150	72,150	74,148	76,148	78,147	80,146
13	54,816	56,367	71,370	73,284	75,374	77,462	79,551	81,641	83,730
14	54,816	56,367	71,370	73,284	79,116	81,311	83,504	85,698	87,890
15	54,816	56,367	71,370	73,284	83,047	85,349	87,653	89,957	92,260

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 \$7,500 deposit into the retiring employees' MSRS Post-Retirement Health Care Savings Plan. This benefit is available to qualifying employees in fiscal years 2022 and 2023.

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, 2022 or 2023.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XIII of the 2021-2023 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: January 4, 2022

Dated: January 4, 2022

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, 2021, through June 30, 2023.
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 Educator Induction and Mentor Program Guide and the Cognitive Coaching 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 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 not to exceed \$500 for a first-year teacher and not to exceed \$400 for a second-year teacher. 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: January 4, 2022

Dated: January 4, 2022

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, 2022, and May 20, 2023, 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 2021-2023 contract.

Education Minnesota
Intermediate School District #917
Local 3904

Intermediate School District 917

President

Chair

Employee Negotiator

Clerk

Dated: January 4, 2022

Dated: January 4, 2022

ATTACHMENT G

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,
INTERMEDIATE SCHOOL DISTRICT
917, LOCAL 3904

INTERMEDIATE SCHOOL DISTRICT
NO. 917

President

Chair

Chief Employee Negotiator

Clerk

Dated: January 4, 2022

Dated: January 4, 2022

ATTACHMENT H

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

Chief Employee Negotiator

Clerk

Dated: January 4, 2022

Dated: January 4, 2022

ATTACHMENT I

MEMORANDUM OF UNDERSTANDING

As a part of contract negotiations, the parties hereby agree to the following protocol for compensating teachers when students join their class due to the absence of their regular teacher.

A process has been implemented to manage the decisions, procedures, and documentation to compensate teachers as outlined in this memorandum of understanding. This process is intended primarily for setting III and IV sites where there are multiple teachers in similar programs. The elements of this process will include:

- When a teacher is absent and their students are divided among other teachers, the teachers who receive additional students will be compensated if the number of students in their care exceeds the described program maximum, or if the teacher’s absence would otherwise require a substitute.
- When a teacher is absent, the teachers who receive the additional students will divide a stipend equal to the hourly substitute pay rate (\$25.00 per hour in 2021-2022).
- The stipend will be divided between the collaborating teachers in an even manner.
- There is a one hour minimum for the process to be initiated, and it will be documented in half-hour increments.
- The time will be reconciled and documented as soon as possible after the day that the re-distribution occurs.
- The assistant director, or their designee will be responsible for developing the plan for coverage.
- All participating teachers will agree to the plan.
- This agreement will not necessarily eliminate other processes such as subbing during a prep period.
- Committing to the implementation will not be “cost-out” against the contract.
- The business office and special education leadership will develop the procedure.

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

Education Minnesota
ISD 917, Local 3904

Intermediate School District 917

President

Chair

Chief Employee Negotiator

Clerk

Dated: January 4, 2022

Dated: January 4, 2022

ATTACHMENT J

Memorandum of Understanding for Executive Orders
Between
The School Board of Intermediate School District #917
and
Education Minnesota Teachers Local 3904
Intermediate School District 917
Local 3904

If the Governor of Minnesota issues an Executive Order that impacts the school operation, Intermediate School District 917 will meet with Local 3904 to discuss staff needs that would support their work as well as meet the needs of students' learning.