

**Approved:
March 4, 2020**

**EMPLOYMENT
AGREEMENT**

Between

**Independent School District No. 115
Cass Lake-Bena, Minnesota**

and

**Minnesota School Employee's Association
(MSEA)**

July 1, 2019 through June 30, 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE	4
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III DEFINITIONS	4
ARTICLE IV SCHOOL DISTRICT RIGHTS	5
ARTICLE V EMPLOYEE RIGHTS	6
ARTICLE VI RATES OF PAY	7
ARTICLE VII HOURS OF SERVICE	9
ARTICLE VIII FLEXIBLE BENEFIT PROGRAM AND INSURANCE	10
ARTICLE IX LEAVE OF ABSENCE	11
ARTICLE X HOLIDAYS	16
ARTICLE XI VACATIONS	17
ARTICLE XII DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD	18
ARTICLE XIII REDUCTION IN FORCE/RECALL	21

ARTICLE XIV
RETIREMENT BENEFITS 21

ARTICLE XV
GRIEVANCE PROCEDURE 22

ARTICLE XVI
GENERAL PROVISIONS 25

ARTICLE XVII
DISTRICT MATCH 403(b) TAX DEFERRED ANNUITY 26

ARTICLE XVIII
DURATION 26

APPENDIX A
RATES OF PAY 2015-17 CONTRACT YEAR 28

**ARTICLE I
PURPOSE**

Section 1. Parties This agreement is entered into between INDEPENDENT SCHOOL DISTRICT No. 115, Cass Lake - Bena, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non-licensed persons employed by Independent School District No. 115, Cass Lake - Bena, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for all non-licensed persons employed by Independent School District No. 115, Cass Lake - Bena, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment The term " terms and conditions of employment " means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit For purposes of this Agreement, the term appropriate unit shall mean all non-licensed persons employed by Independent School District No. 115, Cass Lake - Bena, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees, who are employed by the School District.

Section 3. School District For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Work Year

Subd. 1. Each work year shall start on July 1 and end on June 30 for the purposes of days worked calculation.

Subd. 2. 12-Month Employees Employees who work 12 months shall have a work year of 260 days. Holidays, vacation and staff development time shall be in lieu of a work day or partial work day.

Subd. 3. Less Than 12-Month Employees For all employees who work less than 12 months, the work year, excluding paid holidays and staff development time, shall be at least equal to the number of student contact days at the site to which they are assigned. All holidays and staff development time shall be in addition to the number of work days in an employee's work year.

Section 5. Work Year Extension

Subd. 1. Involuntary Extensions Should the District require that an employee work a longer work year than originally required at the start of the year, that employee shall have their benefits recalculated to reflect the longer work year, including but not limited to, Flexible Benefit Program, Sick Leave, Holidays, Vacation, any of the Rates of Pay provisions, and Seniority.

Subd. 2. Voluntary Extensions Should the employee volunteer for extra days available to work that would extend the work year longer than originally required at the start of the year, that employee shall receive any additional Sick Leave, Holidays and any Rate of Pay provisions of the contract.

Section 6. Interim/Substitute Employees:

Subd. 1. Definition of Interim/Substitute Employee For the purposes of this Agreement, an interim or substitute employee shall be defined as a person who is employed by the District on an at-will basis in a position that has been posted and for which formal appointment by the Board is pending the expiration of the posting.

Subd. 2. Status Interim/Substitute employees shall not be covered by this Agreement.

Subd. 3. Retroactive Benefits When the School Board appoints a person to fill a vacant position, if that person had been employed in that position as an interim employee, the following benefits will be retroactive to that employee's first day of work for the District: seniority, sick leave accumulation, rate of pay, and holiday pay.

Section 7. Other Terms Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights The exclusive representative recognizes 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.

Section 2. 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 obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota and by school board rules, regulations, 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, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join Pursuant to P.E.L.R.A., 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 employees of such unit with the school district.

Section 3. Payroll Deductions Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction-

Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 4. Personnel Files Any employee shall have the right to inspect their personnel file during regular business hours. The employee may receive copies of the contents of the file at the employee's own expense (10 cents per page) and may attach a statement of explanation or rebuttal to any information contained in such file.

Section 5. Access to School Facilities The exclusive representative and its members shall have access to school facilities for the purpose of conducting association business. The association shall pay the district ten cents per page for copies made on the copier.

ARTICLE VI RATES OF PAY

Section 1. Contract Continuation In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor agreement is entered into. Any changes to rates of pay or benefits shall be retroactive as agreed upon for all employees who are currently employed or have retired with 180 months or more of service during the contract period.

Section 2. Pay Checks Payroll will be distributed by direct deposit, except when otherwise requested by the employee in writing, on the 15th and 30th of each month, except when a payday falls on a weekend or a board approved holiday. Should payday fall on a weekend, the payrolls will be distributed the Friday before. Should payday fall on a holiday the payroll will be distributed the day before the holiday. Those choosing not to do direct deposit can have their check mailed to them or they can pick up their check at the District Office. Payroll checks can only be picked up by the employee.

Section 3. Classification Employees herein shall be employed in classifications and positions as set forth in this Agreement.

Subd. 1. Transfers Transfer from one classification or position to another classification or position shall be made with the approval of the School District. Unless mutually agreed, an involuntary transfer shall not decrease the earning for the same time worked if the transfer is made as a result of consolidation of positions. If the involuntary transfer is made for disciplinary reason or for inadequate performance the employee will be paid at the classification of the new position.

Subd. 2. Employees who change position, upon approval of the School District, that changes the classification and the wage rate shall have added to the difference between their existing classification rate and the rate of the new classification as found in Appendix A or B whichever is applicable.

Section 4. Rates of Pay Rates of pay shall be as set forth in Appendix A and Appendix B hereof.

Section 5. Pay Rate for Temporary Job When an employee substitutes for another employee who earns a higher rate of pay for five (5) consecutive days or longer, they shall then receive a higher rate of pay on the employees' current rate relative to the job for the duration of such duties retroactive to the first day of assignment. An employee required to fill a lower rate job temporarily shall receive his/her regular rate while on that job, including any differentials and stipends.

Section 6. Late Start/Early Dismissal If school starts late, or is closed after employees report for work due to weather or other emergencies, they will be paid for all hours scheduled. Bus Drivers shall be compensated two additional hours on late start/early dismissal days.

Section 7. School Closing When school is closed due to weather or other emergencies the employee is not required to report for duty. The District shall have the sole discretion on deciding if the missed day will be rescheduled. If the licensed staff is not required to attend school and no make-up day is scheduled, unit employees shall be paid for the day as if they had worked. Employees working 12 months shall be paid for the day as if they had worked.

Section 8. Overtime Overtime at time and one-half rate shall be paid for all hours worked in excess of forty (40) hours per week. Overtime hours shall be offered to employees on a rotating basis within classification in each building first, and expanded to District wide, in the order listed on the seniority list. If the School District is aware of known overtime openings ten days in advance, they will be posted. All overtime requires prior approval from the Superintendent or designated supervisor. For these purposes, holidays emergency late start/early dismissal hours and emergency closings are considered hours worked, but vacation, sick leave, union meetings, negotiation meetings and personal leave are not.

Section 9. Sunday, Non-School Related Events on Saturdays and Board Approved Holiday Premium Pay All hours worked on Sundays, non-school related events on Saturdays and recognized holidays, when school is not in session, shall be paid at double time rate for hours worked. This is in addition to any regular holiday pay the employee may be entitled.

Section 10. Call Back Employees called back to work by their supervisor or emergency personnel outside their scheduled hours shall be compensated for all time worked, with a minimum of two hours at the rate of one and one-half times the employee's regular rate of pay for all call backs occurring Monday through Saturday, and, double the employee's regular rate of pay for all callbacks occurring Sundays and Board approved holidays.

Section 11. Boiler Checks Custodians required to do a building/boiler check outside their scheduled hours shall be compensated for all time worked, with a minimum of one hour of overtime at the rates specified in this article. All morning checks shall be completed by 9:00 a.m. and if an evening check is needed it shall be completed after 6:00 p.m.

Section 12. Wage Differentials The following hourly wage differentials shall apply:
Lead Custodial Differential - \$1.00 per hour for Lead Custodians hired after ratification of contract.

Night Shift Differential - \$.50 per hour
Class II Boiler's License - \$.50 per hour
Class I Boiler's License - An additional \$.50 per hour (total \$1.00 per hour)

Section 13. Asbestos Removal Any unit employee required to work with asbestos removal shall be paid twenty dollars (\$20.00) per hour.

Section 14. Paras & NCLB The District shall make available study materials and pay for the first attempt for each employee to take the Para Pro test as an option for meeting NCLB standards.

Section 15. Assignment as a Bus Monitor An employee who is regularly assigned as a bus monitor shall receive an override of \$1.50 per hour for all hours worked and such hours shall count toward eligibility for benefit purposes. Any employee may be assigned regular and substitute duty as a bus monitor. Such duties may be assigned by the School District as a part of the employee's regular assignment as determined by the School District. Any employee hired prior to January 16, 1994, shall not be assigned permanent bus monitor duties, but may do so on a voluntary basis. Positions will be posted internally and externally. The District has the ability to assign duties as described above, if positions are not filled.

Section 16. Other Provisions Employees working positions that require at least a special boiler's license shall have one year to attain this licensure or will be terminated.

Section 17. Negotiation Meetings Effective July 1, 2009, the School District will provide to the Union the total sum of \$1,500 for the Union to use in compensating Union members participating in negotiations with the School District. Such amount shall be for the entire two-year contract period and the total obligation of the School District for each two-year contract period shall not exceed \$1,500.

Section 19. Bus Driver Physicals The District shall contribute up to \$150.00 annually toward the Bus Driver physical for all full-time and part-time drivers. The employee shall have a valid physical when starting their employment with the District.

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week and Year

Subd. 1. The regular work week, exclusive of lunch, shall be prescribed by the school district each year for regular employees.

Subd. 2. The regular work year shall be prescribed by the school district each year for regular employees.

Section 2. Temporary/Casual Employees The School District reserves the right to employ such personnel whose positions are basically temporary or casual in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period and Rest Breaks Employees shall be provided with a 15 minute paid rest break in the a.m. and the p.m. each duty day. A duty free lunch period of at least thirty (30) minutes without pay shall be offered to all employees.

Section 4. Notification of Tentative Assignment All other employees shall receive their notice of tentative assignment when hired. The District may modify an employee's schedule and assignment by notifying the employee, in writing, two weeks prior to the effective date of the modification.

ARTICLE VIII FLEXIBLE BENEFIT PROGRAM AND INSURANCE

Section 1. Flex Benefit For employees who elect not to participate in the health insurance program, the District shall contribute the sum of money according to the schedule listed below towards the employee's flex benefit plan. Employees must use the district insurance contribution toward dental insurance, vision insurance, life insurance, matching funds toward their 403b account, or towards a health Flexible Spending Account.

Twelve month employees: \$230.00 per month (paid 12 months per contract year)

Eleven month employee: \$225.00 per month (paid 12 months per contract year)

Ten month employees: \$215.00 per month (paid 12 months per contract year)

Nine month employee: \$210.00 per month (paid 12 months per contract year)

Section 2. Health and Hospitalization Insurance

Subd. 1. Contributions Effective January 1, 2020, the School District will contribute a sum not to exceed \$550 per month toward the premium for individual health insurance and a sum not to exceed \$900 per month toward the premium for family health insurance coverage for eligible employees who qualify for and are enrolled in the School District's group health and hospitalization insurance plan. Effective January 1, 2021, the School District will contribute a sum not to exceed \$600 per month toward the premium for individual health insurance and a sum not to exceed \$950 per month toward the premium for family health insurance coverage for eligible employees who qualify for and are enrolled in the School District's group health and hospitalization insurance plan. The cost of the premium not contributed by the School District shall be paid by the employee through payroll deduction.

Subd. 2. Eligible Employees To be eligible for the provisions of this section, an employee must be regularly employed not less than 30 hours per week and not less than nine months per year and have not elected flex benefits as provided in Section 1 hereof. Employees employed less than 30 hours per week or less than nine months per contract year shall not be eligible for the contributions as provided in this section.

Subd. 3. Grandparent Right Notwithstanding Subd. 2 hereof, any employee employed as of the date of execution of this agreement, shall not lose eligibility for insurance benefits if such employee's hours are involuntarily reduced but the employee continues to be employed at least 25 hours per week.

Subd. 4. Affordable Care Act In the event this Agreement causes or will cause penalties, fees or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Section 3. Insurance for Married Couples in the District Married couples who are both employed by the District and eligible for insurance may pool their insurance premium allowance to purchase one family plan versus two individual plans. The District contribution will not exceed the combined premium allowance of two family contributions.

Section 4. Term Life Insurance The District shall provide a group life insurance program and shall pay the premium for fifty thousand dollars (\$50,000.00) of coverage for each eligible employee. To be eligible for this coverage an employee must work an average of seventeen and one half (17 1/2) hours per week in a position or positions covered by this agreement. Commencing at age 65, the amount of coverage shall be subject to the decreasing term insurance amounts as provided in the insurance contract with the insurance carrier.

Section 5. Long Term Disability Insurance (LTD) The District shall provide a long-term disability insurance program and shall pay the premium for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy. To be eligible for this coverage an employee must work at least seventeen and one half (17 1/2) hours per week in a position or positions covered by this Agreement.

Section 6. Claims Against the School District It is understood that the School District's only obligation is to purchase an insurance policy and pay such amount 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.

Section 7. Duration of Insurance Contribution An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease, except as otherwise provided in Article XIV, Section 3 of this agreement.

ARTICLE IX LEAVE OF ABSENCE

Section 1. Sick Leave

Subd. 1. Rate Earned All employees shall earn sick leave at the rate of one day (pro-rated as per average daily hours hired) for each month of service in the employ of the school district. Sick leave shall be credited monthly as it is earned and recorded in hours.

Subd. 2. Unused sick leave hours may accumulate to a maximum credit of one hundred times the employees standard work day for all employees.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness, injury, or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. Sick leave, for the purpose of this Agreement, shall mean personal illness or such illness or injury to a member of the employee's immediate family as requires the employee's prompt attention. The term "immediate family": means spouse, parent, child, adult child, grandchild, mother-in-law, father-in-law, sibling, grandparent or stepparent or persons for whom the employee is legal guardian. This leave may not be used for recreational purposes. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Reduced Hours and Unused Sick Leave Accumulation Maximums
If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed.

Section 2. Well Child Care Leave

Subd. 1. Child care leave shall be granted by the school district, subject to the provisions of this section, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the superintendent or his/her designee in writing of his/her intention to take child care leave at least three (3) calendar months prior to the date of the intended leave. The employee shall indicate the expected date to begin the leave and the length of leave requested.

Subd. 3. The district may, if mutually agreed between the employee and school district, adjust the proposed length, beginning and ending dates of a well child care leave to coincide with some natural break in the school year.

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

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to employment prior to the date designated in the request for child care leave, unless mutually agreed upon.
3. Grant more than one leave, per child, in any 12 month period.

Subd. 5. An employee returning from well child care leave shall be re-employed in the position he/she was previously employed in or if this position no longer exists, in a position which the employee is qualified for.

Subd. 6. Failure of the employee to return to work on the date mutually determined by the employee and the district under this section shall constitute grounds for termination, unless the school district and the employee mutually agree to an extension of the leave.

Subd. 7. An employee returning from child care leave within the provisions of this section shall retain all his/her seniority rights, experience and any unused leave time accumulated under the provisions of the agreement at the commencement of his/her child care leave. The employee shall not accrue additional seniority, experience or leave time during the period of absence for well child care leave.

Subd. 8. An employee on well child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the well child care leave. Should any part of a well child care leave also qualify for Family and Medical leave, then the District shall pay their contribution amount to the employees insurance and the employee shall be responsible for their co-pay amounts. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to work for the district pursuant to this section and subject to applicable state and federal laws.

Subd. 9. Leaves granted under this section shall be without pay or fringe benefits unless otherwise provided for under this section.

Section 3. Jury Duty An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the School District.

Section 4. Workers Compensation Pursuant to applicable state and federal laws and regulations, an employee injured on the job in the service of the school district and collecting workmen's compensation insurance may draw sick leave and receive full salary from the school district with his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her sick leave.

Section 5. Bereavements/Funeral Leave Up to five (5) days paid leave, per calendar year, shall be allowed, for death in the employee's immediate family, (Parent, Child, Spouse/Partner, Grandparent, Grandchild, Brother, Sister of either employee or spouse). Any additional days required by the employee will be deducted from any accumulated leave or

without pay as requested by the employee. In some cases, other members of the extended family may, at the discretion of the building principal, be designated as 'immediate family'. At the discretion of the building principal, additional paid bereavement leave may be granted based on individual circumstances. If denied, the decision can be appealed to the superintendent.

Section 6. Medical Leave

Subd. 1. An employee who has completed his probationary period (Article XII, Sec. 1) who is unable to perform his duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to six (6) months. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 7. Insurance Application An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance. If the employee is on unpaid medical leave, and has exhausted all paid sick leave, the school district shall continue to make its health insurance contribution at the rate of one month for every two years of service, to a maximum of 6 months during an employee's term of service.

Section 8. Credit An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period for time that an employee was on unpaid leave.

Section 9. Eligibility Leave benefits provided in this article shall apply to all employees.

Section 10. Personal Leave Employees shall be eligible for three (3) days personal leave per calendar year. In addition, each employee may trade two (2) accumulated sick leave days for one additional personal leave day. A maximum of three (3) additional days may be attained in this manner. Each employee shall accumulate up to 10 unused personal days. At the time an employee leaves the school district any unused days shall be paid out at the employee's current rate of pay.

Section 11. Family and Medical Leave Family and medical leave shall be granted in accordance with governing state and federal statutes to employees.

Subd. 1. Employees shall be allowed to use any accumulated sick, vacation or personal time to offset any unpaid leave with paid leave.

Subd. 2. Failure of the employee to return pursuant to the date determined as the end of their leave shall constitute a resignation of the employees' position in the District.

Subd. 3. An employee may be allowed additional unpaid leave, not to exceed twelve (12) months.

Section 12. School Conference and Activity Leave Employees shall be allowed up to sixteen hours of unpaid leave per year for the purpose of attending school, pre-school, or child care provider conferences and school activities of the employee's child, provided the conference or school activities cannot be scheduled during non-work hours. Employees shall be allowed to use any accrued vacation, compensatory, and personal leave to off set unpaid leave with paid leave.

Section 13. Statutory Leaves and Notice Requirement Any employee taking a statutory leave shall provide the District with a three (3) work day notice of intent to take such leave, unless a longer notice is required and already defined in this Agreement.

Section 14. Unpaid Leaves Employees, with the approval of the school board, may be granted up to two years of leave without pay or loss of seniority.

Section 15. Sick Leave Bank If an employee exhausts all available leave, they may submit a request in writing for a voluntary sick leave donation to the building steward and district office. The Association and the District shall send out a voluntary sick leave donation request form to all employees with the basic details of whom the leave request is for and how much leave is requested. Each employee may donate up to five (5) days of sick leave per request. The leave donated shall be one day for one day, paid at the rate of pay for the employee requesting the leave and credited to the employee requesting the sick leave time. Employees must provide a medical verification for the need of the leave. Any unused donated days will be returned to employees that donated the leave. Leave will be returned by the percentage of days donated by each employee.

Section 16. Bone Marrow Donor Leave Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the District, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the District in its sole discretion.

Section 17. Organ Donation Leave Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the District, be granted a paid leave of absence at the time they undergo medical procedures to donate an organ or partial organ to another person. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed

to by the District in its sole discretion. This leave shall sunset on June 30, 2004 unless otherwise stated by statute.

Section 18. Voting Leave Pursuant to applicable Minnesota statute, employees are entitled to take time off of work without loss of pay to vote in a regularly scheduled state primary general election, an election to fill the vacancy in the office of United States Senator, United States Representative, State Senator or State Representative, or a presidential primary. This right can only be exercised during the morning of the election.

Subd. 1. The District must also provide an employee paid time off to serve as an election judge, provided the employee gives the District at least twenty (20) days advance written notice. The District may reduce the employee's pay by the amount the employee is paid to serve as an election judge.

Section 19. Religious Holidays Pursuant to applicable Minnesota statute, any employee who observes a religious holiday on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from employment for such observance. Such days off shall be taken off without pay except where the employee has accumulated personal leave or vacation, and in that case such days shall be charged against the accumulated personal leave or vacation of the employee or unless the employee is able to work an equivalent number of days at some other time during the fiscal year to compensate for the days lost.

Section 20. Leave Without Pay (LWOP) LWOP days must be preapproved by the building principal and superintendent (or superintendent designee) at least ten (10) school days prior. Paid leaves must be exhausted before requesting LWOP days. Employees will not be required to trade sick leave to gain additional personal days before requesting LWOP days. No more than ten percent (10%) of any job classification, per building, may be on LWOP on any given day.

Section 21 Wellness Incentive Employees who limit their use of sick leave from August 15th thru June 15th of each year shall receive the following stipend in which will be paid in the last pay period in June of each year:

Number of Sick Leave Days Used During the Fiscal Year (excluding donated days)	Stipend Amount
0-2 days used	\$500.00
3-4 days used	\$200.00
More than 4 days used	\$ 0.00

A day shall be defined as the employees normal work day

ARTICLE X HOLIDAYS

Section 1. Paid Holidays Twelve month employees shall be granted the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving,

Christmas Eve Day, Christmas Day, December 26, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Good Friday, and New Year's Eve Day.

Less than twelve month employees shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Martin Luther King Day, Presidents Day, Memorial Day and Good Friday.

Section 2. Weekends Holidays that fall on weekends will be observed on a day established by the School District.

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

ARTICLE XI VACATIONS

Section 1. Eligibility This article shall apply only to employees who are regularly employed on a twelve (12) month basis and are hired for a regular assignment of at least 25 hours per week. Any employee who is currently earning 2 days per month shall continue to accumulate vacation at that rate regardless of years of service.

Section 2. Earned Vacation Full time twelve (12) month employees under these provisions shall accrue vacation as follows:

0-36 months of continuous service: earn one (1) day per month

37-144 months of continuous service: earn one and one half (1½) day per month

145 months and more of continuous service: earn two (2) days per month

Section 3. Application

Subd. 1. Vacation requests of more than five (5) days shall be submitted in writing to the superintendent or designee at least two weeks prior to the commencement of said vacation.

Subd. 2. If the employee resigns before completing a full year of service, she/he shall not be entitled to any vacation pay and she/he shall have the salary paid for any vacation days taken deducted from her/his final check. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of her/his resignation time.

Subd. 3. Vacation days may also be used as sick leave days if the employee has exhausted accumulated sick leave.

Section 4. Vacation Accumulation Employees may accumulate up to three hundred (300) hours of vacation. Any vacation carried over from one fiscal year to another in excess of the 300 hours shall have those hours automatically deducted from their vacation balance. In the event the District is unable to allow an employee an opportunity to utilize their vacation before the deadline a reasonable extension shall be given to allow the employee to use their vacation.

Subd. 1. Building administration or designee reserve the right to deny any vacation request based on building needs.

Section 5. Vacation Buy Back Employees may elect to turn in up to eighty (80) hours of vacation time for a one-time cash payment each fiscal year, if the employee maintains one hundred twenty 120 hours vacation balance. The vacation buy back will be at the employee's current rate of pay, including any differentials and other pay incentives.

ARTICLE XII DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD

Section 1. Probationary Period An employee under the provisions of this agreement shall serve a probationary period of 90 working days of continuous service in the district during which time the employee shall accrue but not have access to the leave provisions of Article IX. After 30 days, the building administration shall have a meeting with the probationary employee and their mentor to update them on their progress on completing probation. The school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 60 calendar days in any such new classification. During this 60 day period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right, without recourse to the grievance procedure, to reassign the employee to his/her former classification. However, during the duration of the 60 day probationary period the employee shall have the right to bring a grievance on any other provisions of the contract, including discharge or discipline, alleged to have been violated.

Section 3. Temporary LOA, Temporary or Long-Term Substitute Positions Employees serving in a temporary or long-term substitute position shall be considered probationary employees for the duration of their temporary assignment. Employees serving a temporary or long-term substitute position shall serve a ninety (90) working day probationary period if a regular position is assumed even if their temporary term of employment exceeds ninety (90) working days. If the position for which an employee was hired changes in status from temporary to regular, and the employee retains the position, the employee's date of hire for seniority purposes shall be the employee's original date of hire for the initial position after completing this ninety (90) days probationary period.

An employee working in a temporary or long-term substitute position shall accrue but not have access to the leave provision of Article IX during the first ninety (90) working days.

Section 4. Just Cause Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 5. Progressive Discipline Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order:

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty with pay;

Subd. 3. Suspension from duty without pay;

Subd. 4. Discharge from employment.

The District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

Each step of the progressive discipline process shall include a performance improvement plan for the affected employee.

Section 6. Meetings to Discuss Discipline Measures If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a union representative present. The District shall provide the employee with a three-day notice of a disciplinary meeting.

Section 7. Discharge Due Process No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and his/her Union representative who shall be permitted to attend the conference.

Section 8. Disciplinary Action Records A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee or Union representative shall be entitled to submit a written response to be included in the employee's personnel record.

Section 9. Seniority Date Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority

date shall relate back to the first date of service. Any employee transferred or re-employed in another classification and/or position retains, but does not accumulate her/his seniority in her/his original classification and/or position and, in addition, commences seniority in her/his new classification and/or position. An employee who is working in two classifications and/or position shall accumulate seniority in the classification and/or position which comprises the majority of that employee's work day. A Seniority List shall be posted by the School District every year. If there is a tie on the seniority list, the tie shall be broken by using the last four digits of the employee's social security number. The lower number will be the most senior employee. When the seniority list is posted, the employees shall have thirty (30) days to make any corrections.

Subd. 1. Temporary or Long-Term Substitute Positions

Employees serving in a temporary or long-term substitute position shall serve a ninety (90) working days probationary period if a regular position is assumed even if their original temporary term of employment exceeds ninety (90) working days. If the position for which an employee was hired changes in status from temporary to regular, and the employee retains the position, the employee's date of hire for seniority purposes shall be the employee's original date of hire for the initial temporary position after completion of the ninety (90) working days probationary period.

Section 10. Job Posting Permanent job openings in any classification in the school district will be posted in all buildings in the district for a period of five (5) working days. On the day of posting, a notice of posting shall be mailed to all employees on "layoff" status and to the president of the local. Employees, including temporary or long term substitutes interested in the position must advise the employer in writing within the posting period. An in-house applicant will be given consideration and guaranteed an interview. Any in-house applicant selected for the job needs to service a sixty (60) day probationary period.

A temporary or Long-Term Substitute Position is for a position vacated by a Cass Lake/MSEA Bargaining union member who is on a short term or long term leave of absence. A Temporary or Long-Term position will last one (1) year or less. Postings will clearly state the type of position being posted. If a temporary vacancy or a long-term substitute position becomes a position vacancy, it will be posted and filled in accordance with the provision of this Agreement.

Section 11. Job Classifications For the purposes of layoff, reduction, recall and benefits, seniority in the following job classifications and positions shall exist:

Classification 1.

Starting Rate of Pay: 2019/20 - \$13.90; 2020/21 - \$13.90

Food Service
Laundry
Bus Monitor
Academic Advisor

Classification 2.

Starting Rate of Pay: 2019/20 - \$14.22; 2020/21 - \$14.22

Lead Custodian
Secretary – 12 Month
Paraprofessional

ISS Monitor/Attendance
Home School Advocate
Custodian
Secretary – 10 Month
Assistant Bus Mechanic

Classification 3.

Starting Rate of Pay: 2019/20 - \$18.22; 2020/21- \$18.22
Bus Driver

Classification 4.

Starting Rate of Pay: 2019/20- \$19.66; 2020/21- \$19.66
Payroll Coordinator
Accounting Technician
Head Cook
Maintenance Coordinator
Licensed Practical Nurse
Bus Mechanic
Computer Technician

**ARTICLE XIII
REDUCTION IN FORCE/RECALL**

Section 1. Seniority List The school district shall establish a seniority list according to job position for use in reduction of hours, layoffs, and recalls from layoff. Employees shall be laid off in inverse order according to their seniority in their classification.

Section 2. Recall Period Employees on layoff or reduction of hours shall retain seniority and the right to recall within their classification in seniority order for a period of twenty four (24) months after the date of layoff.

Section 3. Notice An employee who is being laid off or reduced in hours shall be given a written notice of such two (2) weeks before the intended layoff. An employee resigning his/her position shall give the school district a written notice two (2) weeks prior to leaving.

Section 4. Call-Back All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employees last known address, will be considered to have resigned and shall lose all further right to recall.

**ARTICLE XIV
RETIREMENT BENEFITS**

Section 1. Severance Pay Employees, who retire from the School District, or resign, shall be granted the following percentage of their accumulated sick leave days with pay:

Length of employment

0-108 months	no withdrawal
109-168 months	50%
169 months or more	75%

Section 2. Calculation The rate of pay for each day shall be calculated on the average daily salary of the employee at the time they terminate their employment. The employee will have the option of accepting severance pay in lump sum or over an extended period of time not to exceed 5 years. Should an employee die prior to resignation, the amount equal to the severance benefit at the time of death shall be paid to a named beneficiary or lacking one, to the deceased estate.

Section 3. Health Insurance Coverage If an employee resigns or retires with at least 20 years of service, and is at least 60 years of age and prior to Social Security retirement age the school district shall continue to make a single health insurance contribution until eligible for Medicare benefits. To be eligible for this benefit an employee shall have been enrolled in the school district's health insurance plan for at least three (3) years prior to resignation or retirement. Employees who retire or resign within one year of the ratification date of this contract and are eligible for this benefit shall only have to be enrolled in the school district's health insurance plan for one (1) year prior to the ratification of this contract. This section shall not apply to any employee who commences service after July 1, 2007 to make its health insurance contribution until eligible for Medicare benefits. This section shall not apply to any employee who commences service after July 1, 2007.

Section 4. Exception An employee who is discharged shall not be eligible for retirement benefits under this Article.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition A "grievance" shall mean an allegation by the Exclusive Representative on behalf of an employee resulting in a dispute or disagreement between the employee or a group of employees and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and interpretations:

Subd. 1. 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 week days not designated as holidays by state law.

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, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark The filing or service of any notice or document herein shall be timely if it is personally served, sent electronically, sent by facsimile or if it bears a certified postmark of the USPS 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 employee's supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date that the first 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 and the employee's supervisor.

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

Subd. 1. Level I If the grievance is not resolved through informal discussions, the employee's supervisor shall give a written decision to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Level II In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 5 days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved. By mutual agreement a grievance may be initiated at Level II.

Subd. 3. Level III In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within 10 days after the decision has

been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

Section 8. Arbitration Procedures In the event that the employee and the school board 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 10 days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator Upon the proper submission of a grievance under the terms of this procedure, the parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services a list of 5 names within 10 days after requesting arbitration. The failure to request a list of arbitrators from the BMS within the time period provided herein shall constitute a waiver of the grievance. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin.

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 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in

arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event that the parties do not mutually agree to share the cost of transcribing or recording the arbitration, the other party may individually and at its own expense order the transcript or recording. If the other party subsequently wishes a copy of the transcript or recording, it shall pay one-half the cost on receipt of the transcript or recording along with reasonable and necessary costs of the copy.

Subd. 7. Jurisdiction The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters 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. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Staff Development All employees within the unit shall be provided with eight (8) hours of paid in-service training each school year. The District shall have the exclusive right to determine the dates and times to be reserved for this purpose. The in-service activity to be conducted will be the responsibility of the District in collaboration with the Association. Employees are required to attend all scheduled in-service training unless excused by the District. The District shall not be required to provide make-up sessions for employees who are absent from scheduled in-service training. Any additional training for a position beyond the eight hour minimum shall be provided by the District, and employees shall be compensated at their regular hourly rate while participating in such training. The District shall provide a fifteen (15) day written notice to employees prior to all scheduled in-service training.

Subd 1. ServSafe Certification All food service employees will be provided Serv Safe Certification during their first year of employment with the District. The cost of the certification and recertification shall be borne by the District.

Section 2. Mileage Employees who are required to drive their personal vehicles for employment purposes shall be reimbursed at the I.R.S. rate. Employees choosing to drive their own vehicles for training and conferences shall be reimbursed at the current School Board adopted rate per mile.

Section 3. Substitute Calling No unit employee shall be required to find his or her own substitute to fill in for unit work. Building secretaries that are required to call substitutes shall be provided an approved list of candidates. Building secretaries doing substitute calling shall be paid for all hours worked, including any hours outside the office.

Section 4. Increase in Hours or Extra Hours If there are extra hours available or it is necessary to increase the number of hours of a position, the District shall do so, by increasing the assignment of the most senior employee holding such a position in that building who is willing to take the additional hours. If there are still hours available the district shall offer the extra work district wide by seniority, first by class then by employees qualified for the work assignments. This language covers summer work assignments as well.

**ARTICLE XVII
DISTRICT MATCH 403(b) TAX DEFERRED ANNUITY**

Section 1. Eligibility Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to M. S. 356.24.-

Section 2. Matching Contribution Plan Beginning with open enrollment during the 2011-12 school year, the District will match employees' annual contributions based on the completion of the following years employment in the District. The District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

Years of Service	Annual	Cumulative
1 – 3 Years	\$500.00	\$1,500.00
4 – 8 Years	\$700.00	\$3,500.00
9 – 13 Years	\$1,300.00	\$6,500.00
14+ Years	\$2,000.00	\$20,000.00

Section 3. Enrollment An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office.

Section 4. Renewal Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed once per fiscal year and shall then continue in effect for that fiscal year.

**ARTICLE XVIII
DURATION**

Section 1. Terms And Reopening Negotiations This Agreement shall remain in full force and effect for a period July 1, 2019, through June 30, 2021, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of the Agreement.

Section 2. Effect This agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. 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 terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

INDEPENDENT SCHOOL DISTRICT #115

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION



Matt Erickson, Chairperson



Lori Bannor, Co-Steward



Jennie Reyes, Clerk



Rhonda Reimer, Co-Steward



Terri Knutson, Employee Negotiator

Dated: March 12th, 2020

Dated: March 12th, 2020

CASS LAKE-BENA SCHOOL DISTRICT NO. 115

APPENDIX A

Current Employee Wage Increases

1. 2019-20 - \$0.50 per hour increase above the 2018-19 wage plus an additional 4% increase for all current employees.
2. 2020-21 – No increase.
3. If the District raises the base wage, the wage of each employee will be raised corresponding with said amount.

Bus Drivers

1. Active bus drivers hired prior to the date that this agreement was executed will absorb the current bus driver market adjustment into their current hourly rate of pay. Any percentage increase that is agreed upon for the 2019-2020 and 2020-2021 will be calculated by using this new hourly rate of pay.

This blended amount will be their new hourly rate of pay.

All bus drivers hired after the date this agreement was executed will be paid a starting wage as stated in Article XII, Section 11.

2. Bus Drivers shall be paid a minimum of one (1) hour of pay for a morning route and a minimum of one (1) hour of pay for an evening route.
3. Bus Drivers driving extra trips will be paid \$16.00 per hour.

Longevity

Completed years of service:

1. 10-14 Years - \$750.00
2. 15-19 Years - \$1,000.00
3. 20+Years - \$1,250.00

Longevity will be paid at the end of the contract year.

Years of service shall be computed by the last day of the contract year.