

MASTER AGREEMENT
for
T.C.I
EMPLOYEES



Independent School District #152
Moorhead, Minnesota

July 1, 2022 – June 30, 2024

TABLE OF CONTENTS

Article		Page
ARTICLE I	PARTIES AND PURPOSE	1
Section 1.	Parties	1
Section 2.	Purpose	1
ARTICLE II	EXCLUSIVE REPRESENTATIVE	1
Section 1.	Recognition	1
Section 2.	Appropriate Unit	1
ARTICLE III	DEFINITIONS	1
Section 1.	Terms and Conditions of Employment	1
Section 2.	Description of Appropriate Unit	1
Section 3.	School Board or School District	2
Section 4.	Full-Time Employee	2
Section 5.	Regular Employee	2
Section 6.	Part-Time Employee	2
ARTICLE IV	SCHOOL DISTRICT RIGHTS	2
Section 1.	Inherent Managerial Rights	2
Section 2.	Rules, Regulations, and Policies	2
ARTICLE V	EMPLOYEE RIGHTS	3
Section 1.	Right to Views	3
Section 2.	Right to Join	3
Section 3.	Dues Check-Off	3
Section 4.	Association Leave	3
Section 5.	Personnel Files	4
ARTICLE VI	BASIC SCHEDULES AND RATES OF PAY	4
Section 1.	Salary Schedules	4
Section 2.	Status of Salary Schedule	4
Section 3.	Placement on Salary Schedule	4
Section 4.	Salary Schedule Placement of Promoted or Demoted Employees Or Voluntary Transfers	5
Section 5.	Schedules	5
Section 6.	Changing Holiday Dates	6
Section 7.	Eligibility	6
Section 8.	Method of Payment	6
Section 9.	Cancellation of School	7
Section 10.	Duty-Free Lunch and Breaks	7
Section 11.	Starting and Ending Time	7
Section 12.	Differential for Techs	7
Section 13.	Certification of Technology Staff	7
Section 14.	Minimum Call Back	7
Section 15.	Basic Work Year	7

ARTICLE VII	COMPENSATORY TIME	8
ARTICLE VIII	MANAGERIAL DUTIES	8
Section 1.	Discipline	8
ARTICLE IX	LEAVE PROVISIONS AND VACATIONS	8
Section 1.	Sick Leave	8
Section 2.	Child Care/Parenting Leave	10
Section 3.	Family/Medical Leave	12
Section 4.	Emergency Leave	15
Section 5.	Medical Leave	16
Section 6.	Other Leave	16
Section 7.	Salary Deductions	16
Section 8.	Vacation	16
Section 9.	Jury Duty	17
Section 10.	Personal	17
ARTICLE X	TERMINATION OF SERVICES	18
Section 1.	Group Hospitalization	18
Section 2.	Severance Pay/Deferred Compensation	18
ARTICLE XI	SENIORITY, VACANCIES, & LAYOFFS	19
Section 1.	Seniority	19
Section 2.	Job Posting	19
Section 3.	Transfers	20
Section 4.	Layoffs	20
Section 5.	Seniority List	21
ARTICLE XII	GROUP INSURANCE	21
Section 1.	Selection of Carriers	21
Section 2.	Claims Against the School District	21
Section 3.	Eligibility	21
Section 4.	Duration	21
Section 5.	Participation	21
Section 6.	Medical-Hospitalization Insurance	21
Section 7.	Long-Term Disability Insurance	22
Section 8.	Life Insurance	22
Section 9.	Additional Life Insurance	22
Section 10.	Optional Dependent Insurance	22
Section 11.	Dental Insurance	23
Section 12.	Optional Cancer Care or Intensive Care Insurance	23
Section 13.	Workers' Compensation	23
ARTICLE XIII	GRIEVANCE PROCEDURE	23
Section 1.	Grievance Definition	23
Section 2.	Representative	23
Section 3.	Definitions and Interpretations	23
Section 4.	Adjustment of Grievance	24

Section 5.	Denial of Grievance	25
Section 6.	Arbitration Procedures	25
Section 7.	Election of Remedies and Waiver	26
ARTICLE XIV MISCELLANEOUS		27
Section 1.	Uninterrupted Services	27
Section 2.	Travel Reimbursement	27
Section 3.	Probationary Period	27
Section 4.	Resignation	27
Section 5.	Job Assignment	27
Section 6.	Right and Responsibility	27
Section 7.	Discharge & Discipline	28
Section 8.	Representation During Disciplinary Meetings	28
ARTICLE XV DURATION		28
Section 1.	Term and Reopening Negotiations	28
Section 2.	Effect	28
Section 3.	Finality	28
Section 4.	Severability	29
	Signature Page	30
Appendix A	2022-2023 Salary Schedule	31
Appendix A	2023-2024 Salary Schedule	31
Appendix B	Extra-Assignment Theatrical Interpreting Pay	32

**ARTICLE I
PARTIES AND PURPOSE**

- Section 1. Parties
The parties to this Agreement are Independent School District No. 152, Moorhead, Minnesota (hereinafter referred to as the School District or District) and the Minnesota School Employees Association (hereinafter referred to as the Exclusive Representative, the Union or the Association).
- Section 2. Purpose
The parties enter into this Agreement to establish the terms and conditions of employment for T.C.I. employees pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.).

**ARTICLE II
EXCLUSIVE REPRESENTATIVE**

- Section 1. Recognition
In accordance with the P.E.L.R.A., the School District Instructional Support Technician, Certified Occupational Therapy Assistants and Interpreters workers employed by the School District. This Exclusive Representative shall have those rights and duties prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.
- Section 2. Appropriate Unit
The Exclusive Representative shall represent all T.C.I. employees of the District who are members of the appropriate unit as defined in Article III, Section 2 of this Agreement, in the P.E.L.R.A., and in the amended certification document of April 28, 1981, or other directives issued by the Commissioner of the Bureau of Mediation Services.

**ARTICLE III
DEFINITIONS**

- Section 1. Terms and Conditions of Employment
"Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting working conditions of employees.
- Section 2. Description of Appropriate Unit
For the purpose of this Agreement, the "appropriate unit" shall mean all T.C.I. workers employed by the School District excluding the following:

- a. Supervisory and confidential employees;
- b. Part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek;
- c. Employees who hold positions of a temporary nature for a period of less than sixty-seven (67) work days in any calendar year; or
- d. Emergency employees (those employees who are employed for emergency work caused by a natural disaster).

Section 3. School Board or School District

Any reference to the "District" or "School District " in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Full-Time Employee

A "full-time employee" is a T.C.I. employee who works eight (8) hours per day, five (5) days per week, or forty (40) hours per week.

Section 5. Regular Employee

A "regular employee" is a T.C.I. employee who works six (6) or more hours per day and less than eight (8) hours per day, five (5) days per week.

Section 6. Part-Time Employee

A "part-time employee" is an employee who works more than fourteen (14) hours per week but less than six (6) hours per day, five (5) days per week.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel. All management functions not expressly delegated in this Agreement are reserved to the School District. The Exclusive Representative recognizes the right and obligation of the District 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 2. Rules, Regulations, and Policies

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and its rules, regulations, directives and orders, issued by properly designated officials of the School District. Such rules, regulations, directives and orders may not be inconsistent with the terms of this Agreement.

**ARTICLE V
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 employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as such expression is not designed to and does not interfere with full, faithful, and proper performance of the duties of employment, or circumvent the rights of the representative.

Section 2. Right to Join

The School District recognizes the right of employees to form and join labor or employee organizations.

Section 3. Dues Check-Off

Pursuant to the P.E.L.R.A., employees who are members of the Association shall have the right to request and be allowed dues check-off. Upon receipt of a properly executed authorization card from such an employee, the School District shall deduct from their paycheck the dues, which the employee has agreed to pay to the Association during the period provided in said authorization. These deductions, together with a list of the names of employees from whom deductions were made, shall be transmitted each month to the Association. If the employee organization loses its right to dues check-off, the School District shall discontinue making deductions for dues and discontinue forwarding the proceeds to the Association.

Subd. 6.

The Exclusive Representative further agrees to hold harmless and indemnify the District for actions or judgments arising from the establishment or execution of said "fair share fees."

Section 4. Association Leave

Subd 1.

At the beginning of each school year, the Exclusive Representative shall be credited with fifty (50) hours of leave time to be used by its officers and members for meetings/training of the Exclusive Representative.

Subd 2.

Agreement negotiations, grievance hearings, grievance and interest arbitration, and meet and confer sessions shall not be counted as leave time.

Subd. 4.

Exclusive Representative leave is with pay when within the 50 hours.

Subd. 5.

Additional Exclusive Representative leave shall be allowed to serve on the MSEA Board of Directors of state MSEA positions with the association. For this specific leave, MSEA shall reimburse the district directly for all lost wages, including normal and customary payroll expenses such as PERA, FICA, Medicare, etc. MSEA will notify the district of the individuals holding these positions and provide a calendar of dates prior to the first day of school each year. This leave is in addition to the identified leave in Subd. 1.

Subd. 6.

Requests for leave shall be made a minimum of two (2) days in advance.

Section 5. Personnel Files

Members of the unit, upon written request to the Director of Human Resources, have the right to review the contents of their own personnel file and evaluations. Members of the unit shall have the right to reproduce, at the District's own expense, any of the contents of their own file. Each member of the unit shall have the right to submit for inclusion in their own file, written information in response to any material in the file, and such information shall become part of the file.

**ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Salary Schedules

The rates of pay reflected in Appendix A and Appendix B shall be a part of this Agreement. Payroll checks will be distributed on the day designated by the school calendar.

Section 2. Status of Salary Schedule

Anyone hired by the District prior to January 1 of a respective year, shall be advanced one (1) step on the salary schedule on the following July 1.

Section 3. Placement on Salary Schedule

The past experience of a new employee will be evaluated by the Director of Human Resources who will place the employee on the salary scale based on that experience, upon market conditions and in relation to where current employees are placed. Upon request of the union its representatives may meet with the Director of Human Resources to discuss any placement above Step #3.

Section 4. Salary Schedule Placement of Promoted or Demoted Employees Or Voluntary Transfers

Subd. 1. Promotions

In the event that an employee is promoted to a job classification with a higher "band, grade and subgrade," the employee shall be moved to that lane and step on the schedule representing a minimum of a 5% increase in pay plus (1) additional step on the schedule

Subd. 2. Demotions

If a reduction in force requires an employee to transfer to a job with a lower "band, grade, and subgrade," the employee's rate of pay shall be frozen at the rate of pay prior to the reduction in force until the employee's schedule placement catches up. However, such employees must bid on all subsequent openings in higher "band, grade, and subgrade" positions. Failure to bid on such positions will result in pay rate placement as outlined in Subd. 3.

Subd. 3. Voluntary Transfers

If an employee voluntarily requests a transfer to a position having a lower band, grade, and subgrade, they will move back to the lower rate of pay from the step they were on in the previous position.

Section 5. Schedules

Subd. 1.

Paid working days for twelve (12) month employees will be 260 days. Paid holidays are as follows:

- | | |
|------------------------------|---|
| 1. Labor Day | 7. New Year's Eve |
| 2. Memorial Day | 8. New Year's Day |
| 3. Thanksgiving | 9. Independence Day |
| 4. Friday after Thanksgiving | 10. Presidents; Day* |
| 5. Christmas Eve | *Provided students and teachers are not in the building |
| 6. Christmas Day | 11. Good Friday |

Less than 12 month employees, as defined in Article III, shall receive the following paid holidays:

- | | |
|-------------------|---|
| 1. Labor Day | 5. Presidents; Day* |
| 2. Thanksgiving | *Provided students and teachers are not in the building |
| 3. Christmas Day | 6. Good Friday |
| 4. New Year's Day | 7. Memorial Day |

Presidents Day will be an observed holiday as long as students and employees are not required to be in the building. In the event that students and employees are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

For twelve (12) month employees who work 260 days annually, adjustments will be made if the work year consists of more than 260 days in the form of additional payment for time worked or schedule changes as directed by the school district.

Leave requests per Article IX remain in effect for the paid working days.

Section 6. Changing Holiday Dates

Subd. 1.

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

Subd. 2.

Holidays that fall on weekends will be observed on a day established by the School Board.

Section 7. Eligibility

In order to be eligible for holiday pay, an employee must have worked their regular workday before and after the holiday unless they are on a leave for an excused illness or another leave under these provisions.

Section 8. Method of Payment

Subd. 2.

All full-time and-part-time regular employees shall have an annual salary computed, and will receive twelve (12) equal monthly payments, with the following exceptions.

- a. Less than 12 month members of T.C.I. shall be given the option of choosing to receive their annual salary in 10 - 12 equal payments.
- b. Those T.C.I. members must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the member informs the employer of the desire to change payment options for a subsequent year. In no event shall a payment option of a unit member be changed after the start of the first day of the members work year.

- c. In the event a member fails to inform the employer of their desired payment option prior to the start of the member's work year, that member shall be paid on 12 equal payments.
- d. Employees who go on a leave of absence or terminate their employment shall be paid as arranged through the Human Resources Department.
- e. Any deductions shall be made on the following monthly check.

Section 9. Cancellation of School

Once an employee reports for work on a storm day, they will receive pay for all hours scheduled that day. If school is called off before school starts, all twelve (12) month employees must work their regular hours, use personal leave, vacation leave, compensatory days, or make up the day.

In the event school is called off before school starts, all employees may have the option of working their regular hours remotely with the approval of their supervisor.

Section 10. Duty-Free Lunch and Breaks

The employee will receive a duty-free lunch period of up to thirty (30) minutes, if their workday is five (5) hours or more. The District shall provide reasonable rest breaks that do not conflict with the need of service.

Section 11. Starting and Ending Time

The immediate supervisor shall establish the starting and ending time of the normal workday for each employee, and a copy of the schedule shall be provided to each employee.

Section 12. Differential for Techs

The Lead Computer Technician designated by the Director of Information Systems and Instructional Support as the Lead Computer Technician for the district shall be paid a differential of \$1.00 per hour which shall be added to the Computer Technician wage rate.

Section 13. Certification of Technology Staff

The Executive Director of Technology shall approve in advance, the specialized certifications for Technology Staff. These certifications will be paid at the rate of fifty cents (\$0.50) per hour, which shall be added to the wage of the technology staff. The district shall reimburse up to \$125.00 for the successful completion of the certification

Section 14. Minimum Call Back

In an emergency, a technology employee called back to work on-site after having completed their regular day's work, shall receive time and one-half (1 and 1/2 time) rate for hours worked, with a minimum of two (2) hours of pay. Determination of an "emergency" will be made by the Executive Director of Information Services and Instructional Supports or in their absence, a representative of district administration.

Section 15 Basic Work Year

The work year for the employees will be set by the District school calendar. All employees will be paid for student contact days scheduled on the calendar at the beginning of the school year whether such days are actually held or not. Other paid duty days may be held at the discretion of the District. Any make-up days shall be at the discretion of the District. Make-up days of said student contact days may occur outside of the school calendar and those days will not be compensated for again.

**ARTICLE VII
COMPENSATORY TIME**

T.C.I. employees will be given a regular assignment setting forth hours and months within a school year. Any work performed over forty (40) hours in any workweek shall be overtime and shall be paid or have release time at time and one-half (1 and 1/2) rate. The Supervisor must authorize all hours worked in excess of the regular work schedule in advance.

Overtime rates are to be computed on an employee's total salary as used for tax deduction purposes, less any overtime pay.

The Supervisor and the employee may arrange for compensatory time in lieu of overtime.

**ARTICLE VIII
MANAGERIAL DUTIES**

Section 1. Discipline

All employees of the School District may, from time to time, have responsibility in disciplining students. The major responsibility for discipline lies with the building principal.

**ARTICLE IX
LEAVE PROVISIONS AND VACATIONS**

Section 1. Sick Leave

Subd. 1.

Employees will be granted sick leave at the rate of one (1) day for each month worked, cumulative to sixty (60) days. Employees hired before July 1, 2002 will be granted twelve (12) days per year. In this instance, "day" is defined as an employee's scheduled work day.

Subd. 2.

Unused sick leave days may accumulate to a maximum credit of sixty (60) working days of sick leave per year for full-time employees. For employees hired prior to January 15, 2011, once sixty (60) days are accumulated, they are renewed each year. Employees hired after January 15, 2011 are not eligible for the sixty (60) day renewal

Subd. 3.

Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance on that day or days as defined in Statute 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence. In the case of injury or illness to the employee's minor children; in the situation where both parents are employed by the School District, only one (1) individual can use such leave unless there exists an emergency.

Subd. 4.

After an illness requiring four (4) consecutive days off, or anytime a pattern of usage indicates possible abuse of sick leave the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of injury or illness, indicating such absence was due to illness, in order to qualify for such leave pay.

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 entry of absence into the Substitute Employee Management System by telephone at 284-SEMS or computer access.

Subd. 7.

Employees are required to give as much notice as possible to their Supervisor when sick leave is to be taken in order to allow time to obtain replacements and to record the absence on the SEMS system.

Subd. 8.

At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall continue on long-term disability compensation, under the terms and conditions of the Long Term Disability policy in effect.

Subd. 9.

Non-emergency doctor and dental appointments are to be scheduled after the workday to the extent possible. Paid sick leave for appointments scheduled during the workday is limited to the time of the appointment and travel time to and from

the appointment. Employees are expected to work before and/or after appointments scheduled during the workday and are to schedule appointments to cause as little disruption as possible to the workday.

Section 2. Child Care/Parenting Leave

Subd. 1.

A child care/parenting leave may be granted by the School District to an eligible employee to provide parental care to the employee's child, including birth and adoption.

Subd. 2.

An "employee," for purposes of this Section, means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3.

A "child," for purposes of this Section, means an individual less than eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 4.

An employee making an application for child care/parenting leave shall inform the Director of Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5.

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the proposed beginning and/or ending date of the child care/parenting leave so that the dates of the leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6.

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, it is required that a certificate of disability from the employee's physician will be sent to the district Human Resource Department defining the period of disability. In the event that child care/parenting leave is elected, the period of

unpaid child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7.

In making a determination concerning the commencement and duration of a child care/parenting leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than six (6) weeks in duration; or
- b. Permit the employee to return to their employment prior to the date designated in the request for child care/parenting leave.

Subd. 8.

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties and pay, unless previously terminated. An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding layoff and recall as may otherwise be set forth in this Agreement.

Subd. 9.

Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

Subd. 10.

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have the opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11.

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall accrue additional credit or leave time during the period of absence for child care/parenting leave.

Subd. 12.

An employee on child care/parenting 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 child care/parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 13.

Leave under this Section shall be without pay or fringe benefits.

Section 3. Family/Medical Leave

Subd. 1.

An employee, as defined herein, will be granted an unpaid leave of absence for a total period of up to twelve (12) workweeks during any twelve (12) month period for any of the following:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. To care for the spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; or
- d. A serious health condition that makes the employee unable to perform their job.

Subd. 2.

An "employee," for purposes of this Section, means any individual employed by the School District for twelve (12) months preceding the request for a leave under this Section, and who has worked for at least 1,250 hours during that twelve (12) month period.

Subd. 3.

A "child," for purposes of this Section, means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in *loco parentis* who is under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Subd. 4.

"Spouse," for purposes of this Section, means husband or wife, but does not include unmarried domestic partners.

Subd. 5.

A "parent," for purposes of this Section, means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a youth.

Subd. 6.

A "serious health condition," for purposes of this Section, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care, or continuing treatment by a health care provider. A "health care provider" is defined as a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the State of Minnesota.

Subd. 7.

In the event a leave is requested under this Section, an employee must provide the employer written notice at least thirty (30) days in advance of when the leave is to begin. This written notice must be submitted to the Director of Human Resources if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's family member. If thirty (30) days notice is not practicable, because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances for the individual case, and ordinarily would mean at least verbal notification to the Director of Human Resources within one (1) or two (2) business days prior to when the need for leave becomes known to the employee.

Subd. 8.

In the event that the foreseeable leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the employee must make a reasonable effort to schedule treatment, including taking leave intermittently or on a reduced hours basis, as to not unduly disrupt the operations of the School District, subject to the approval of the employee's or family member's health care provider.

Subd. 9.

In the event that the leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide timely certification from the employee's health care provider, or a family member's health care provider, addressing:

- a. The approximate date on which the serious health condition commenced;
- b. The probable duration of the serious health condition including the probable duration of the patient's present incapacity;
- c. The appropriate medical facts, within the knowledge of the health care provider, regarding the serious health condition;
- d. In the event that the leave is in connection with the care for the spouse, child or parent of the employee, a statement that the employee is needed to care for the spouse, child or parent, and an estimate of the amount of time the employee is needed to care for the spouse, child or parent;
- e. In the event the leave is in connection with a serious health condition that makes the employee unable to perform their job, a statement that the employee is unable to perform the functions of their job; and
- f. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given, and the duration of such treatment.

Subd. 10.

In the event that the School District doubts the certification provided pursuant to Subd. 9 of this Section, the School District may, in its discretion, require, at its own expense, that the employee obtain the opinion of a second health care provider (other than a School District employee) designated by the School District. If the second opinion provided for herein differs from the certification provided pursuant to Subd. 9 of this Section, the School District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved by both the School District and the employee, which opinion shall be final and binding on both the School District and the employee.

Subd. 11.

The School District may require, or the employee may elect, the substitution of the employee's accrued paid vacation leave, personal leave or emergency leave for any part of the twelve (12) week period of such leave. Sick leave will be granted for immediate family only as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence.

In addition, any leave provided pursuant to this Section shall not be in addition to any other child care/parenting leave.

Subd. 12.

In the event that the leave is in connection with a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide certification from the employee's health care provider that the employee is able to resume work.

Subd. 13.

During the period of a leave as provided for herein, the employee shall retain all seniority, salary and fringe benefits, which had been accrued prior to the taking of such a leave.

Subd. 14.

The School District shall maintain coverage for the employee under any group health insurance plan for the duration of any leave provided for herein at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall pay that portion of the premium as otherwise set forth in this Agreement.

The School District may recover any premium that the School District paid for maintaining such coverage for the employee pursuant to this Subdivision if the employee fails to return to work after the leave has expired for reasons other than the continuance, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Subd. 15.

Upon return from a leave as provided for herein, the employee shall be restored to the position held by the employee when said leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The School District is not required to reinstate the employee if it can show that the employee would have been subject to layoff at the time reinstatement is requested.

Subd. 16.

In the event that both a husband and wife are employed by the School District, the aggregate number of work weeks of leave for the birth or adoption of a child, or to care for a sick child or parent, to which both may be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

Subd. 17.

Except as provided in Subd. 11 of this Section, Family/Medical Leave is without pay.

Subd. 18.

An employee who attempts to use leave provided in this Section, and also Child Care/Parenting Leave, shall have the amount of Child Care/Parenting Leave count against the leave provided in this Section.

Section 4.

Emergency Leave

Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each work year in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following:

Subd. 1 Extended Family Illness

Up to seven and one-half (7 and 1/2) days of paid leave may be used for the emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household.

Subd 2 Emergency Leave

Up to two (2) days of paid time off may be used for emergencies. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to during non-school hours. The employee will be required to state the reason for the leave. The Superintendent or their designee will decide whether or not the leave is approved. The decision will not be subject to the grievance process.

Subd. 3 Bereavement Leave

- a. Up to seven and one-half (7 and 1/2) days of paid leave may be used for the death of an employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household.

- b. Up to three (3) days of paid leave may be used in the event of death of an employee's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.
- c. One (1) day of paid leave may be used for the funeral of a friend

Section 5. Medical Leave

Subd. 1.

Employees who are unable to perform their duties because of personal illness or disability and who have exhausted all accumulated sick leave, or have become eligible for long-term disability compensation, may receive a leave of absence without pay for the duration of such illness or disability up to a maximum one (1) year.

Subd. 2.

In accordance with state law, the employee while on medical leave of absence shall be permitted to continue with the School District's insurance program by paying the full premium.

Subd. 3.

At the expiration of the leave, if the disability still exists and the leave is not extended, the employee's employment is terminated. When employment is terminated in such a circumstance, group insurance benefits may be continued at the employee's option and expense consistent with State and Federal laws.

Section 6. Other Leave

The School Board may allow leaves of absence for reasons other than those listed in this Article. If the leave is for six (6) months or less, the employee shall return to the same position. If the leave is for more than six (6) months, the employee shall return to a comparable position. For the purposes of this section, an individual must be employed by the School District for twelve (12) months preceding the request for another leave. The maximum length of leave under this provision is one (1) year. Up to four (4) deduct days per incident may be taken upon approval by the building administrator.

Section 7. Salary Deductions

Absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 8. Vacation

T.C. I. Employees with uninterrupted services, on a twelve (12) month assignment will be granted vacation in the following manner:

0-4 years of service –	1 day/month
5-9 years of service –	1.25 days/month
10-14 years of service –	1.50 days/month
15+ years of service –	1.75days/month

Vacation time may be accrued up to one and one-half (1.5) times the annual accumulation as follows:

0-4 years of service –	18 days
5-9 years of service –	22.5 days
10-14 years of service –	27 days
15+ years of service –	31.5 days

Vacation days will not accrue above the maximum days allowed. Any unused or accrued vacation may be deducted from Family/Medical Leave used by the employee at the school district's discretion. Vacation is not available to probationary employees and is only granted to those employees after successful completion of probation.

Subd. 1.

Less than twelve (12) month employees who take twelve (12) month positions shall be given credit for all years worked in the T.C.I. classification for purposes of determining vacation benefits

Section 9. Jury Duty

Any T.C.I. employee who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The employee shall notify the District of the dates of pending absence as soon as possible following notice of jury duty. The employee shall report to work on days when the employee is excused from jury duty. The employee shall retain compensation received for jury duty.

Section 10. Personal

The School District will grant two (2) personal leave day per year to be taken at the discretion of the employee. The first personal leave day requested of the two days provided annually will be deducted from the employee's sick leave bank. Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. Employees shall have the ability to accumulate up to five (5) personal leave days. In cases of conflict, the most senior employee's request shall prevail.

**ARTICLE X
TERMINATION OF SERVICES**

Section 1. Group Hospitalization

An employee retiring prior to age sixty-five (65), but over age fifty-five (55), shall have the option to continue group hospitalization insurance for single and/or dependent coverage up to age 65 under the group policy offered by the District, provided that the insurance carrier will allow such retired employee participation. The cost of said coverage shall be at the expense of the employee.

Section 2. Severance Pay/Deferred Compensation

Subd. 1.

As of September 6, 2002, all currently employed members of the T.C.I. contract must choose if they will participate in the severance pay or deferred compensation plan in writing.

Subd. 2. Qualification

- a. Members of the T.C.I. contract who have been employed prior to July 1, 2002 and have completed ten (10) years of continuous service with the School District and are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to Subd. 3 - provisions listed below, upon termination of employment.
- b. For members of the T.C.I. contract employed after July 1, 2002, only Subd. 5 apply.

Subd. 3. Formula Proration –

A T.C.I. employee shall be eligible for severance pay based on the highest annual salary of the last five (5) years, at the following proration rate:

Years of Service	% of Salary
15 or greater	60%
14	50%
13	40%
12	30%
11	20%
10	10%

Subd. 4.

Severance payments shall be in one (1) lump sum within thirty (30) days following retirement. Eligible retiring employees in each school year beginning after July 1, 2004 will have their one time retirement payment paid directly into the district's approved 403 (b) plan for severance purposes in accordance with I.R.S. rules. This payment will be placed in an account in the employee's name. The employee will have the opportunity to exercise any legal options available to leave, move or withdraw the funds as they see fit. If, after the effective date of

retirement, the employee dies before receiving payment, the balance due shall be paid to the employee's named beneficiary, or, lacking the same, to the surviving spouse of the employee if any, otherwise to the estate of the deceased employee.

Subd. 5.

Deferred Compensation - Each eligible member of the T.C.I. contract, who is hired after July 1, 2002 or who chooses to become a participant per Subd. 2, part A above, will be given a matching contribution by the School District of up to 3.5% of their annual salary (not to exceed the maximum allowed by the I.R.S.), to an I.R.S. 403(b) plan offered by the School District (Minnesota Statute 356.24 (a) (4)) after a one-year waiting period from date of employment. Eligible members are defined under Article III, Section 4. Full-time employees and Section 5 regular employees of the current contract. After the waiting period has expired the match will be started on the first pay period after Payroll receives a signed authorization from the employee.

ARTICLE XI SENIORITY, VACANCIES, & LAYOFFS

Section 1. Seniority

Subd. 1.

Seniority standing shall be granted to all employees, as defined in Article III. There will be three (3) seniority classifications - one (1) for Technology employees, one (1) for C.O.T.A. employees and one (1) for Interpreter employees. Seniority within classifications will be by date of hire. Seniority standing shall be granted to all employees in the unit. This standing shall be based on classification and District seniority.

Subd. 2.

An employee shall lose their seniority upon voluntary termination from employment or upon discharge for cause.

Section 2. Job Posting

Subd. 1.

A " permanent job opening" is a vacancy in a position covered by the Agreement. A permanent job opening will not exist when any person who has a seniority claim on that position is on vacation, sick leave or other leave of absence.

Subd. 2.

All vacancies or new jobs shall be posted on the district's website for a period of five (5) working days. Any present employee shall be eligible to apply in writing for said vacancy or new job. Postings shall contain the following information: location, usual hours of work, description of the job, and minimum qualifications.

Subd. 3.
Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position. Final decision shall be made by the District. Senior employees not selected will be provided the reason(s) in a conference with the responsible administrator. The employee may bring a representative of the Union to this conference, if desired.

Section 3. Transfers

Subd. 1.
Employees desiring a change in assignment may complete an annual general transfer request form at any time, and submit it to the Human Resources Office. The Human Resources Department will provide copies of all transfer requests to all building principals. Transfer requests submitted after May 1st do not have to be considered until after school starts the following year.

Subd. 2.
General transfer requests completed by employees will be considered whenever any changes in assignment, vacancies or job openings occur.

Subd. 3.
General transfer requests must be submitted each school year, and will be considered only for the school year submitted.

Section 4. Layoffs

Subd. 1.
Employees shall be laid off according to their seniority within classifications, the last hired shall be the first laid off. Employees shall be rehired according to seniority in the reverse order of layoff. Employees are required to furnish the School District with their current address and telephone number.

Subd. 2.
Employees shall be placed on a recall list for a period of two (2) years. Employees will have four (4) calendar days to respond to a recall. Failure to respond within the time frame or a refusal of a job offer will cause the employee to be removed from the recall list.

Subd. 3.
In order to be notified of job openings for which a laid-off employee may wish to apply, and to be recalled by certified letter from layoff, the employee must advise the School District of any change of address and telephone number.

Subd 4.
If a reduction of hours occurs during the school year, employees will be re-aligned within the building, with the least senior employee of the same number of hours being the one who will be bumped into the least senior employee position of the

same number of hours within the entire District. Senior employees may elect to bump to the least senior employee position of the same number of hours within the entire District in lieu of accepting realignment within their building. Decisions to accept realignment within the building or exercise bumping rights must be communicated to the Director of Human Resources within two (2) working days after receiving notice.

- Section 5. Seniority List
The School District will post a seniority list and revise it every twelve (12) months.

ARTICLE XII GROUP INSURANCE

- Section 1. Selection of Carriers
The selection of the insurance carriers and policies shall be made by the School District.
- Section 2. Claims Against the School District
The parties agree that any description of insurance benefits contained in this Article are 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 provide an insurance policy 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 3. Eligibility
Full-time and Regular employees, as defined in Article III, shall be eligible for group insurance on the first day of the month following employment as set forth in this Article.
- Section 4. Duration
An employee is eligible for District insurance contributions and payroll deductions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all deductions and contributions shall cease, effective on the last working day.
- Section 5. Participation
In accordance with the provisions set forth in this Article, the School District shall provide an opportunity for eligible employees to participate in group insurance plans.
- Section 6. Medical-Hospitalization Insurance
The School District shall contribute a sum, toward the cost of the coverage for each unit member employed by the School District who qualifies for and is

enrolled in the group medical-hospitalization plan in the amount of \$400 per month.

The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction

Employees choosing not to participate in medical-hospitalization insurance will be given a sum of \$250 per month into a district-sponsored Health Reimbursement Account to spend on approved medical expenses in accordance with IRS rules.

1. An employee must be actively employed and enrolled in a group insurance plan to receive employer funds in an VEBA.
2. If you are not enrolled in a group insurance plan, the district will continue to provide the benefit, but you will not be able to access the funds until you meet the following conditions
 - a. No longer employed with the school district or retirement.
 - b. You obtain insurance under a group insurance plan. Medicare is not considered a group insurance plan.

Section 7. Long-Term Disability Insurance

The School District shall pay the premium for long-term disability insurance. The income plan shall include the following premiums:

- a. Benefits begin after sixty (60) work days of disability;
- b. The monthly income benefits which are taxable will be 60% of the basic monthly earnings;
- c. Benefits will be paid for disability due to an accident or illness not covered by Workers' Compensation as long as the employee remains totally disabled up to age sixty-five (65) and thereafter as required by law, and the district's LTD plan.
- d. During the period an employee is receiving long-term disability compensation as provided in this Agreement, such employee shall not be eligible for sick leave.

Section 8. Life Insurance

The District agrees to furnish each employee working, as defined in Article III, with a Life Insurance Policy, total of \$50,000 with all expenses to be borne by the District. The entire \$50,000 of this amount shall contain accidental death and dismemberment clauses (standard double indemnity and dismemberment and AD &D), which pay an additional \$50,000 in case of accidental death, stating varying sums for dismemberment.

Section 9. Additional Life Insurance

Supplemental Life Insurance with AD & D totaling \$25,000 will be provided to employees who qualify at the employee's option and at their own expense subject to the limitations enforced by the insurance carrier.

- Section 10. Optional Dependent Insurance
 Employees in the unit who qualify for and wish to carry optional dependent insurance may do so on a payroll deduction basis at their own expense. This option must be exercised each school year, subject to the limitations of Section 2.
- Section 11. Dental Insurance
 Employees desiring to purchase optional dental insurance coverage if available, and who qualify, may do so through payroll deductions.
- Section 12. Optional Cancer Care or Intensive Care Insurance
 Employees in the unit who qualify for and wish to carry cancer care or intensive care insurance may do so on a payroll deduction basis at their own expense. This option must be exercised each school year subject to the limitation of Section 2.
- Section 13. Workers' Compensation
 In case of a compensable injury or sickness incurred while on the job, that is eligible for Workers' Compensation benefits, an employee may elect to use as much pro-rata sick leave as necessary, and available, to equal the normal pay. Any such injury or sickness must be reported immediately to the School District on an Incident Report.

**ARTICLE XIII
 GRIEVANCE PROCEDURE**

- Section 1. Grievance Definition
 A "grievance" shall mean dispute or disagreement by an aggrieved (association or employee) as to the interpretation or application of any term or terms of this Agreement.
- Section 2. Representative
 The employee, or School District, may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.
- Section 3. Definitions and Interpretations
- Subd. 1.
 Extension - Time limits specified in this Agreement may be extended by mutual written 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.

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

Subd. 4. Filing and Postmark –

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

Section 4. Adjustment of Grievance

The parties 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 of informal discussions with the Supervisor.

Subd. 1. Time Limitation and Waivers

- a. A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred.
- b. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Subd. 2. Level I –

If the grievance is not resolved through informal discussions, the immediate Supervisor or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II –

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed, the Director of Human Resources or designee shall set a time to meet, and shall issue a decision in writing to the parties involved within ten (10) days of the meeting.

Subd. 4.

Processing of all grievances through Level II shall be during the normal workday, and the employee shall not lose wages due to their necessary participation.

Section 5. Denial of Grievance
Failure by the Director of Human Resources or designee to issue a decision within the time periods herein shall constitute a denial of the grievance and the employee may carry the grievance to arbitration.

Section 6. Arbitration Procedures
In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request –

A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II.

Subd. 2. Prior Procedure Required –

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

Subd. 3. Selection –

Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator appointed by the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall, within ten (10) days, forward to the District the submission of the grievance which shall include the following:
 1. The issues involved;
 2. Statement of the facts;
 3. Position of the grievant; and
 4. The written documents relating to Section 4 of this grievance procedure.
- b. If there is any difference in opinion in (a) above, the other party will respond.

Subd. 5. 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. The 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. 6. Decision –

The decision by the arbitrator shall be rendered as soon as possible 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 by the P.E.L.R.A.

Subd. 7. Expenses –

Each party shall be responsible for equally compensating the arbitrator for their necessary expenses. Each party shall bear its own expenses in connection with 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. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. 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 shall 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 the selection, 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 7. 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 outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in this 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
MISCELLANEOUS**

Section 1. Uninterrupted Services

The parties recognize that their first obligation during the term of this Agreement is to see that the students of the District receive a continuous and uninterrupted delivery of instructional services.

Section 2. Travel Reimbursement

Subd. 1: Out of District

Employees eligible for travel outside the District shall be required to utilize a district approved rental vehicle. If a school-owned or rental vehicle is unavailable, an employee will be paid at the rate currently set by the Internal Revenue Service for allowable mileage reimbursement. Travel outside the District must have prior approval to claim reimbursement and be in accordance with District policy.

Subd. 2: In District

Employees who travel for their position on district business will be paid at the rate currently set by the Internal Revenue Service for allowable mileage reimbursement.

Section 3. Probationary Period

New employees shall undergo a six (6) month probationary period before they are regarded as a regular full-time employee. The affected employee, the Union, and the School District may agree in writing to extend the employee's probationary period by ninety (90) days. During the probationary period the employee may be terminated without just cause for any reason.

Section 4. Resignation

The resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to their Supervisor) stating the reasons for leaving. The Director of Human Resources then presents the resignation to the School Board at its next regular meeting for acceptance.

Section 5. Job Assignment

An employee's duties shall be established or assigned by the immediate supervisor at the respective buildings.

Section 6. Right and Responsibility

Employees are responsible to their immediate supervisor. Should a grievance arise, an employee has the right of appeal through the grievance procedure.

Section 7. Discharge & Discipline

Discharges and discipline shall be made only for just cause. Employees in the unit may be dismissed for just cause and any of the following reasons shall be considered just cause for dismissal:

- a. Failure to perform duties assigned;
- b. Insubordination and lack of cooperation;
- c. Use of intoxicating liquor or drugs which are detected by their supervisor, or anyone who comes in contact with the employee while the employee is on duty;
- d. The commission of any criminal or other offense involving moral turpitude; and/or
- e. Any other cause, which may be a ground for dismissal by applicable statutes of the State of Minnesota, or under the board policies of the school district.

Section 8. Representation During Disciplinary Meetings

If a Supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a Union Representative present. The meeting shall occur within three (3) working days after the School District's request for such a meeting.

**ARTICLE XV
DURATION**

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 and continuing through June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at expiration, they shall give written notice pursuant to the P.E.L.R.A.

Section 2. Effect

This Agreement constitutes a full and complete Agreement between the School District and the Exclusive Representative representing the T.C.I. employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed to by the parties.

Section 4. Severability

The provisions of this Agreement shall be severable by mutual agreement. If any provision is held to be invalid, it shall not affect other provisions of the Agreement or the application of any provision thereof.

MASTER AGREEMENT SIGNATURE PAGE

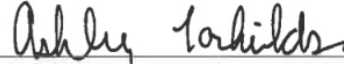
Signed this 12th day of September 2022

INDEPENDENT SCHOOL DISTRICT #152

MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION



Board Chair



Chief Steward



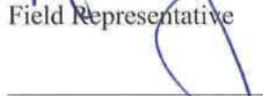
Board Clerk



Field Representative



Chief Negotiator



Chief Negotiator

[MOU: Exemplary Attendance](#)

TCI Salary Schedule 2022-2023

	Computer Technician and Technology Project Coordinator		COTA	Certified Interpreter	Non-Certified Interpreter
Step	Rate	Step	Rate	Rate	Rate
0-2	21.01	1	23.25	30.85	29.42
3	21.63	2	23.89	31.23	29.65
4	21.86	3	24.98	31.49	29.90
5	22.09	4	25.48	31.72	30.14
6	22.31	5	25.97	31.99	30.39
7	22.53	6	26.46	32.21	30.64
8	22.75	7	26.94	32.47	30.88
9	22.99	8	27.43	32.74	31.16
10	23.21	9	27.93	32.96	31.37
11	23.43	10	28.41	33.23	31.65
12	23.69				
13	23.90				
14	24.13				
15	24.35				
16	24.59				
17	24.80				
18	25.02				

TCI Salary Schedule 2023-2024

	Computer Technician and Technology Project Coordinator		COTA	Certified Interpreter	Non-Certified Interpreter
Step	Rate	Step	Rate	Rate	Rate
0-2	21.51	1	23.75	31.35	29.92
3	22.13	2	24.39	31.73	30.15
4	22.36	3	25.48	31.99	30.40
5	22.59	4	25.98	32.22	30.64
6	22.81	5	26.47	32.49	30.89
7	23.03	6	26.96	32.71	31.14
8	23.25	7	27.44	32.97	31.38
9	23.49	8	27.93	33.24	31.66
10	23.71	9	28.43	33.46	31.87
11	23.93	10	28.91	33.73	32.15
12	24.19				
13	24.40				
14	24.63				
15	24.85				
16	25.09				
17	25.30				
18	25.52				

Appendix B

Extra-Assignment
Theatrical Interpreting Pay

Interpreting Provisions for Performances Outside of the School Day

- a. 3.5 to 1 hour ratio maximum for shows, all inclusive outside of the school day
- b. Maximum of two (2) interpreters for any show one (1) hour or more after school hours
- c. Payment is at the interpreter's regular hourly rate of pay

Interpreting Needs for School Day Performances

- a. If an interpreter is needed for a child typically served, no additional time or pay will be given.
- b. Interpreters who are required to attend a field trip that falls outside of their normal work hours for contracted days will be compensated for all hours worked.