

AGREEMENT

Between

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT No. 194**

and

Lakeville Education Assistants Federation

Effective

July 1, 2015 through June 30, 2017

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LAKEVILLE EDUCATION ASSISTANTS FEDERATION

AGREEMENT

This Agreement is made and entered into by and between the School Board of Independent School District No. 194, Lakeville, Minnesota, and the Lakeville Education Assistants Federation, affiliated with Education Minnesota /AFT/AFL-CIO/National Education Association, hereinafter referred to as L.E.A.F.

ARTICLE I

PURPOSE AND PUBLIC OBLIGATION

Section 1. Purpose: The purpose of this Agreement is to establish a constructive and harmonious relationship between the District and employees represented by L.E.A.F.; to establish procedures for the resolution of differences over terms and conditions of employment; and, to establish a working environment which helps the District deliver the highest quality education to the children of this community.

Section 2. Public Obligation: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the schools are of paramount importance. It is agreed, therefore, that during the term of this Agreement neither L.E.A.F., nor any individual employee will engage in any strike as defined by P.E.L.R.A. The parties agree that the procedures governing this provision are provided under P.E.L.R.A. and, therefore, will not be subject to the grievance or arbitration procedure.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the District recognizes the Lakeville Education Assistants Federation, affiliated with Education Minnesota/AFT/AFL-CIO/ NEA, as the exclusive representative for Educational Support Professionals, hereinafter ESPs, as set forth in the Certification of Exclusive Representative by the Bureau of Mediation Services (BMS) dated July 14, 1987, in Case No. 87-PR-762.

Section 2. Appropriate Unit: L.E.A.F. will represent all ESPs employed by Independent School District No. 194, Lakeville, Minnesota, who are referenced in Section 1 and are public employees as defined by P.E.L.R.A. excluding confidential and supervisory employees.

ARTICLE III

DEFINITIONS

The following definitions will be applicable to terms used in this Agreement.

Section 1. Terms and Conditions of Employment: The terms and conditions of employment will mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

Section 2. District: For purposes of administering this Agreement, the term "District" will mean the School Board or its designated representative.

Section 3. Employee: The term "Employee" when used in this Agreement will refer to all employees of Independent School District No. 194 represented by the exclusive representative as defined in Article II of this Agreement.

Section 4. Service Credit: For the purpose of determining the number of years credited, the following definition will be used. Accrued "service credit" is based on continuous years without any interruption in employment (i.e., termination of employment) prior to June 30, 2013. Effective July 1, 2013, "service credit" is based on continuous employment with no complete layoff or leaves of absence of a duration greater than the employee's full contracted year (i.e., nine (9), ten (10), eleven (11) or twelve (12) months, depending on assignment). Employees, who are on layoff or take a leave of absence beyond their contracted year, will not receive service credit for that contracted year but will maintain prior service credit and will begin accumulating additional years of service credit upon their return.

Section 5. Other Terms: Terms not defined in this Agreement will have those meanings as defined by P.E.L.R.A.

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: L.E.A.F. recognizes that the School Board 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: L.E.A.F. 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: L.E.A.F. recognizes that all employees covered by this Agreement will perform the services and duties prescribed by the School Board and will 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 and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders will be null and void and without force and effect.

Section 4. Reservation of Management Rights: The foregoing enumeration of rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V

L.E.A.F. EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee or L.E.A.F. 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 L.E.A.F.

Section 2. Right to Join: Employees have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. The District agrees that it will not directly or indirectly discourage, deprive or coerce any rights conferred by P.E.L.R.A., or other laws of Minnesota or the Constitutions of Minnesota or the United States. The District will not discriminate against any employee with respect to hours, salaries, terms or conditions of employment by reason of membership in the Lakeville Education Assistants Federation, participation in negotiations with the District, or the institution of any grievance, complaint, or proceeding under this Agreement.

Section 3. Dues Check-Off: The District agrees to deduct full share and fair share dues for membership in L.E.A.F. and to forward membership dues to L.E.A.F.

Section 4. Fair Share Dues: Any employee who is not a member of L.E.A.F. (not contributing full dues) is required by L.E.A.F. to contribute fair share dues for services rendered by the exclusive representative. The fair share dues deduction from payroll will begin for each fair share employee on that individual's employment date. L.E.A.F. will notify the payroll office in writing when an employee becomes a member of L.E.A.F. Members desiring to change membership status to fair share must submit this request to the L.E.A.F. President and Treasurer via email no later than August 31st.

Section 5. District Indemnity: L.E.A.F. will indemnify, defend and hold the District harmless against any claims made against and any suits instituted against the District, its officers or employees, by reason of the payroll deductions under this Article.

Section 6. School Buildings and Facilities: L.E.A.F. will have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use will not interfere with normal school activities or functions.

Section 7. Vacancy Notices: The Human Resources Department will send to the L.E.A.F. President a copy of all position vacancy notices within the bargaining unit.

Section 8. Board Meeting Packets: The District will send to the L.E.A.F. President a copy of the School Board meeting packets which will include, but not be limited to Board meeting agendas and all personnel actions and information items as available to the public. This information will be sent as soon as the final copy has been prepared for distribution.

Section 9. Bargaining Unit Information: By October 15 of each year, the Human Resources Department will provide to L.E.A.F. a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement and date of employment.

Section 10. Notification of New Employees: Whenever new employees are hired for a position which falls within a current classification of L.E.A.F., under Article III above, or whenever the District places an employee on the terms and conditions of this Agreement, particularly the wage schedule, the District will provide the L.E.A.F. treasurer with the completed Notification of Hire form following school board approval.

Section 11. Indemnification: Unit employees will be indemnified and held harmless by the District from any and all demands, claims, suites, actions, and legal proceedings brought against the employee arising within the scope of his/her employment or as an agent of the District, including the cost of defending against such claims provided that the employee was:

1. Acting in the performance of the duties of their position.
2. Not guilty of malfeasance, willful neglect of duty, or bad faith.

Section 12. Personnel Files: All employee evaluations and other personnel information will be maintained in the Human Resources office. An employee's rights to review, copy, respond or challenge information contained in their personnel file will be in accordance with the Minnesota Government Data Practices Act, M.S.13.04, as amended and the L.E.A.F. contract.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay: The rates of pay established in the salary schedule, attached hereto, will be a part of the Agreement for the period commencing July 1, 2015, through June 30, 2017.

Section 2. Placement on Salary Schedule: Salary schedule placement is determined by identifying the employee's job classification as well as her/his years of experience. All duties, including noon supervision and other assigned ancillary duties, will be paid at this rate. Generally new employees to the District will be placed at Step 1 of the appropriate classification.

Section 3. Step Changes: Employees will progress on the salary schedule as indicated until they reach the final step of the classification lane.

Section 4. Step Adjustment Credit: New employees who begin employment prior to January 1, will be credited with a year of experience the following July 1. All adjustments will be made as of July 1.

Section 5. Pay Periods: Employees will be paid twice monthly, on the 15th and the last day of each month or the previous workday if the 15th or the last day of the month falls on a weekend or holiday. Nine (9) month employees will have the option of twenty (20) equal pay periods, the twenty-four (24) lump plan as described below, or twenty-four (24) multiple equal pay periods. Ten (10) month employees will have the option of twenty-two (22) equal pay periods, the twenty-four (24) lump plan, or twenty-four (24) multiple equal pay periods. These employees must state their choice prior to May 1, or at the time of initial employment. Eleven and twelve month employees will be paid twice a month on the above dates.

Employees hired on or after July 1, 2014 will have the following options: Employees will have the option of twenty-four (24) equal pay periods or the twenty-four (24) lump plan as described below. Employees must state their choice prior to May 1, or at the time of initial employment.

Lump plan: Employees who choose the Lump plan will have the five (5) paychecks for June, July and August in one check made payable on June 30th, (or the previous workday if June 30th falls on a weekend), with July and August deductions taken out of that lumped single check.

Section 6. Initial Salary Schedule Placement: Initial placement on the salary schedule will be at Step 1. One (1) incremental experience step for each two (2) years of relevant experience will be the standard for granting such credit for experience. Relevant experience will be assessed by evaluating veritable job skills, longevity and responsibility factors.

Section 7. Reclassification: Positions included in each classification as of the effective date of this Agreement are listed in the Job Titles addendum to this agreement. Employees whose responsibilities have increased markedly or changed significantly may be eligible for reclassification. The timeframe for submitting reclassification requests is January 1 through February 28. The District will review applications for reclassification in accordance with established reclassification guidelines and procedures that are available on the Human Resources webpage. Decisions on reclassification requests will be made by March 31, and any salary increases associated with reclassification of a position will become effective April 1. All decisions relating to reclassification requests will be based solely on the established Job Evaluation system and will be reviewed with the LEAF president. Such decisions are not subject to the grievance procedure.

Section 8. Kid Zone Assistants as Temporary Paraprofessional: Kid Zone assistants assigned on a temporary basis to special education paraprofessional positions will receive the paraprofessional rate of pay.

Section 9. No Successor Agreement: If negotiations for a Successor Agreement are not completed by June 30, 2017, employees will continue to be paid at their June 30 wage until a Successor Agreement is ratified by both parties.

Section 10. 403b Plan: The School District will contribute \$594 to all employees who have completed five years of service credit, as defined in Article III, Section 4, and work thirty hours per week or more per year at a prorata rate calculated as follows: 12 month employee = 1.0, 11 month employee = .9, 10 month employee = 0.8, 9 month employee = 0.75.

403b Match	District Match 9 month	District Match 10 month	District Match 11 month	District Match 12 month
Starting in the 6 th year of employment	\$446	\$475	\$535	\$594

Subd. 1. Such plan will be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

The District and L.E.A.F. agree to the following:

1. Existing and new enrollees will be allowed to participate in the Minnesota State Deferred Compensation 457 Plan in accordance with Minnesota State law.
2. Employees currently participating in the Valic 457 Plan as of December 1, 2008 will be allowed to continue in this plan until retirement or until they elect to withdraw from this plan, whichever occurs first.
3. Employees participating in either the Minnesota State Deferred Compensation 457 Plan or Valic 457 Plan will be eligible for the employer matching contribution.

Subd. 2. The school district contribution is not payable unless the employee authorizes a matching salary reduction.

Subd. 3. The school district contribution and matching employee contribution will be made to an approved company as listed below. It will be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the school district.

1. AIG Retirement
2. Ameriprise Financial
3. AXA-Equitable
4. ING
5. Educators Financial Services Inc. / Security Benefit

Subd. 4. Employee participation in the plan will be voluntary and available during the open enrollment period each year. Employees interested in participating must submit enrollment form to payroll by June 15.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Basic Work Week: A regular work week will consist of forty (40) hours, exclusive of lunch, for full-time employees.

Subd. 1. Definition of Months:

12 Months = 260+ days (includes holidays and vacation)

11 months = 210-259 days (includes holidays)

10 months = 187-209 days (includes holidays)

9 months = < 187 days (includes holidays)

If the work calendar of a current 12 month employee is reduced by ten (10) days or less per year, the employee will continue to receive all benefits of a twelve (12) month employee under the terms of this Agreement, including vacation, holidays, 403(b) match, dental insurance and early retirement provisions.

Section 2. Part-Time Employees: The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis. When additional hours arise, the District will offer the additional hours to employees whose schedules would allow additional hours without the District paying overtime.

Section 3. Work Schedules: Employee work schedules will be established by the District and communicated in writing to the employee at the beginning of the contract year and again if the schedule is changed. Work schedules will include the hours of service per day and the number of days per contract year.

Section 4. Electronic Payroll System: Employees will be scheduled to work at days and times indicated on their schedules. Employees are expected to use the appropriate Electronic Payroll System to account for absences. Extension of workday hours or number of days must be authorized for payment by the supervisor and recorded on the electronic payroll system.

Section 5. Breaks: Employees are entitled to fifteen (15) minutes of break time from work duties for each four (4) consecutive hours of work. The break time will be scheduled by the supervisor. Break time is non-accumulating.

Section 6. Lunch: Each employee scheduled to work during the normal school day lunch period will be assigned an unpaid duty free, thirty (30) minute lunch break. Lunch breaks may vary with respect to the time during the work shift they are taken. The employee lunch break will be scheduled by the supervisor. Any employee required to work during their normal duty-free lunch period will be paid for that thirty (30) minute period.

Section 7. Overtime: Time worked which exceeds eight (8) hours per day and forty (40) hours per week will be paid at the rate of one-and-one-half times the employee's hourly rate. In lieu of overtime pay, an employee may take compensatory time at one-and-one-half hours per hour worked, with the approval of her/his building principal/administrator. With mutual agreement between the employee and building principal/administrator, daily work hours may be adjusted

such that the employee works more than eight (8) hours on a daily basis but no more than forty (40) hours on a weekly basis, in which case no overtime pay will be provided to the employee. Such agreements will only be entered into if operational needs can continue to be met with the adjusted work schedule, as determined by the building principal/administrator.

Section 8. Absences: It is the responsibility of the employee to notify her/his supervisor or the school when an absence or late arrival to work will occur.

Section 9. School Closings: In the event the schools or buildings of the District are closed or declared a late start because of inclement weather or emergency, employees will have a choice of:

- Working
- Using accumulated vacation time
- Using personal leave
- Using sick leave
- Take a day without pay
- Make up the lost time at a date(s) mutually acceptable to both the employee and the supervisor

If after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee will be compensated for the day.

Section 10. Substitutes: In cases of longer term absence, the District will make reasonable efforts to provide suitably trained substitutes.

Section 11. Special Education Paraprofessionals, or any other unit members employed or assigned solely to provide service to a single student, whose hours of work are dependent upon the student's residence, health, attendance, or other issues, will report to work and be provided with other comparable assignments for at least the first five (5) consecutive days of a student's absence. Subsequently, a written layoff notice will be provided in a timely fashion in situations where there will be a longer period of non-attendance by the student. These layoffs or reductions in force will be in accordance with the provisions of Article XVI and Article IX of the existing contract.

Section 12. District In-Service: Employees attending District in-services during regular work hours will be compensated at their regular rate of pay.

Section 13. Pre-Approved Extension of Duty: Employees, who are requested to participate in student I.E.P. meetings, extended day field trips, or other pre-approved activities outside of their normal working hours, will be compensated for that time at their normal rate of pay up to forty (40) hours per week.

ARTICLE VIII

CAREER DEVELOPMENT

Section 1. Staff Development: The District will provide a minimum of twelve (12) hour(s) time for the purpose of in-service training and/or staff development. The utilization of this time will be approved by the L.E.A.F. President, in consultation with and preapproval of the Executive

Director of Administrative Services. Additional in-service training may be provided at the District's discretion.

Section 2. Professional Activities: Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance by the respective principal or supervisor.

Subd. 1. Employees attending meetings, conventions, and workshops under the provisions of Section 2, including prior approval or at the request of the employer will be reimbursed for the mileage and other reasonable costs.

Section 3. Tuition Reimbursement: Employees may choose to participate in the tuition reimbursement program as mutually agreed to by the parties. Classes subsidized by the District may not be subject to tuition reimbursement.

ARTICLE IX

ASSIGNMENTS, VACANCIES, TRANSFERS, AND PROMOTIONS

Section 1. Assignments:

Subd. 1. The District will assign all employees it plans to continue in service for the next year. Staff assignments are done on a District-wide basis.

Subd. 2. Preliminary staffing assignments for all employees will be posted by the end of the school year. Employees must submit requests for transfer within five (5) working days of the posting. Between June 15 and August 15, the reassignment (“bumping”) process will be completed in accordance with Article XVI. The voluntary transfer process will also be completed during this time period. Final staffing assignments will be posted by August 20.

Subd. 3. If there is a decrease in staffing in enrollment-based programs (i.e., Kid Zone, Small Wonders, ECFE, ECSE, Wonder Zone) between August 16 and the end of the school year, the reassignment (“bumping”) process will occur within the affected program based on district seniority, classification and level. If there is a decrease in special education staffing because a student no longer needs individualized paraprofessional support after the start of the school year, the affected employee may be reassigned to another one to one paraprofessional position or another special education paraprofessional position held by a less senior employee (at the discretion of the school district) or another special education assignment (established by the school district) that is compensated at the same level for the remainder of the school year. If the affected employee does not accept the assignment offered, then the employee will be placed on layoff status for the remainder of the school year and reassigned the following year.

Subd. 4. Employees denied their requests for continuation of current assignment will be given the reason(s) in writing within ten (10) days of request for reason(s).

Section 2. Vacancies:

Subd. 1. “Vacancy” is defined as an open, new, replacement, or long-term substitute position of sixty-eight (68) days or greater duration. Positions will also be posted when they become benefit eligible. Vacancies will not be posted until the bumping process is finalized.

Subd. 2. All vacancies will be posted for five (5) working days in each building and on the District website. Postings will include qualifications, days/year and hours/day required for the position. Applications must be submitted to the Human Resources Department as prescribed on the posting.

Subd. 3. The following criteria will be used for the filling of vacancies: qualifications, training, experience, seniority and interests. The order of the criteria does not signify priority or weighting. In the case that all other criteria are essentially the same, seniority will be the determining factor (lowest seniority in cases of involuntary assignment or transfer; highest seniority in voluntary cases). Preference in hiring will be given to qualified internal applicants. If there are no internal applicants or the internal applicants are not the most qualified in the judgment of the hiring administrator, the District may fill the position with an external applicant.

Subd. 4. Any unit employee, including employees on layoff status, applying for a vacant position will be granted a formal interview if they are currently in the same classification/level, and they have not been interviewed for the same position (job title) within the past six (6) months by the same hiring administrator, or they meet minimum requirements as stated in the job posting as determined by the hiring administrator. Such internal candidates will be considered prior to external candidates. Employees not selected for the vacancy will be given the reason(s) in writing within ten (10) days if requested.

Section 3. Transfers:

Subd. 1. Voluntary Transfers: Employees will make application for voluntary transfer in writing to the Administrative Services office within five (5) working days of the Preliminary Staffing posting. The District will make reasonable effort to grant applications for transfer of employees to positions of the same or lesser levels of compensation provided that such applications are consistent with the skill level of the employee and the needs of the District.

Subd. 2. Involuntary Transfers: Before making an involuntary transfer from any school building, the District will seek a volunteer from among those employees who are qualified for the position. If no satisfactory volunteer is secured, the qualified employee with the least seniority within the same classification within the building will be transferred. Reasons for the transfer will be given in writing within ten (10) days if requested. An involuntary transfer will not be used as a punitive measure against an employee.

Subd. 3. When the transfer of an employee results in a change of classification, the wage step placement will be to the same experience step within the new classification.

Section 4. Promotions: The District encourages its employees to aspire to positions requiring greater responsibility, skills and competencies within the organization.

When an employee moves from a position within the District to a different position with a higher rate of compensation, initial salary schedule placement will be at the same experience step but within the new classification.

The District reserves the right to place a promoted employee, with appropriate outside experience applicable to the new position, on any higher step of the new classification.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Sick Leave: Employees will earn sick leave at the rate of one (1) day per month of service to the District calculated on an hourly basis. Hourly employees working less than full days will receive a prorata amount of sick leave. In those cases where an employee's work schedule is not consistent on a daily basis, the weekly daily average will establish the basis for determining the total hours of sick leave provided. If changes in assignment occur mid-year, the following guidelines will apply: if the increase is more than .1 FTE or more than thirty minutes per day, then a recalculation will be made for annual credited accrual (retroactive to that year's start date).

Subd. 1. Unused sick leave may accumulate to a maximum amount of 120 days of sick leave per employee. Sick leave credit appears on the employee's paperless check, which is available for viewing on the web and should be verified by the employee on an annual basis.

Subd. 2. One (1) day of sick leave allowance may be used by an employee for each day of absence due to illness or injury. The District may require an employee to furnish a medical certificate after five (5) consecutive workdays from a qualified physician as evidence of illness, indicating such absence was due to illness. In the event that a medical certificate is required, the employee will be advised.

Subd. 3. Approved sick leave will be deducted from accrued sick leave earned by the employee.

Subd. 4. Sick leave pay will be approved only upon submission of a request by the employee using the Electronic Payroll System.

Subd. 5. Catastrophic leave is intended for those who have exhausted their sick leave before qualifying for LTD (long-term disability). In case of catastrophic illness, co-workers will be allowed to donate up to two (2) accumulated sick leave days to another employee of the L.E.A.F. unit requesting days to get them to LTD

(up to a maximum of six (6) days per contract year). Employees who work less than thirty (30) hours per week and therefore do not qualify for LTD may still qualify for donated sick days after their own sick leave is exhausted and they are out ninety (90) calendar days. In those cases, sick leave may be donated for up to/or a maximum of a period not greater than ninety (90) calendar days from the initial date of illness. Illness and the length of the leave must be documented by the employee's physician. Donated sick leave may not be used by any employee who is receiving LTD benefits. All arrangements for the donated sick days will be made through the Human Resources Department in conjunction with L.E.A.F.

Subd. 6. Any member who has worked or is anticipated to work their full contracted year is eligible to participate in the incentive program receiving \$10.00 per hour buy-back for up to four (4) days of unused sick leave per school year. (Note: Sick leave contributed under the terms of subdivision 5 above and Article VII, Section 9 (School Closings) does not count as days absent under subdivision 6.)

0 days absent = 4 days x \$10 per hour
1-2 sick days absent = 2 days x \$10 per hour

Section 2. Family Illness Leave/Leave of Absence Without Pay:

Subd. 1a. Family Illness Leave: Sick leave may be used for serious illness in the immediate family. Immediate family will be defined as spouse, children, step-children, significant other where there is an on-going relationship and shared household, grandchildren, parents or parents-in-law, siblings, spouse's siblings, and grandparents. For serious illness in other than the immediate family, up to three (3) days of leave allowance may be used per occurrence upon approval of the Director of Administrative Services.

Subd. 1b. Funeral Leave: Up to five (5) days of leave allowance may be used per occurrence for funeral leave in the event of a death in the immediate family. For death in other than the immediate family, up to three (3) days of leave allowance may be used per occurrence upon approval of the Director of Administrative Services. The District may extend these limitations when circumstances warrant.

Subd. 2. Leave of Absence Without Pay: An employee is eligible for a leave of absence without pay for a period of up to twelve (12) weeks, without loss of seniority or benefits, for the purpose of caring for a spouse, child, or parent during an extended illness. The District may also approve at its discretion, a request for leave without pay for other purposes. The District at its discretion may also approve a leave of absence without pay, and without loss of seniority or access to benefits, for up to one (1) year, for an employee wishing to complete further education or training that will benefit the District.

Section 3. Medical Leave:

Subd. 1. Medical Leave of Absence: An employee who is unable to work because of personal illness or disability may, upon request, be granted a medical leave of absence without pay for the duration of said illness/disability or the remainder of that school year, whichever comes first. Such leave will run concurrently with

FMLA leave if the employee is eligible.

Subd. 2. Renewal of a Medical Leave of Absence: In the event a medical leave of absence needs to be renewed for an additional school year, up to an additional year without pay may be granted annually, upon written request from the employee and mutual agreement between the employee and the District. An employee may only request to renew this leave two (2) times not to exceed three (3) consecutive years on a medical leave of absence.

Subd. 3. Return from Leave: Employees returning from a medical leave will return to the position they held when the medical leave started subject to Article IX and XVI.

Subd. 4. LTD and Health Insurance: An employee qualifying for long-term disability insurance and on a medical leave may continue receiving the District health insurance contribution for one (1) year from the start of the medical leave.

Subd. 5: The District will publish administrative procedures that will include the process for applying for medical leave as well as the requirements of employees returning from such leave.

Subd. 6: The terms of this agreement will remain in effect and the employee will retain the original seniority date of hire, salary and fringe benefits, which had accrued prior to taking the medical leave of absence.

Section 4. Personal Leave:

Subd. 1. All employees will be granted two (2) days of personal leave each year to be used at the employee's discretion; however, such days may not be used to extend the Education Minnesota professional weekend, Thanksgiving Break, Winter Break, or Spring Break without approval by the supervisor. Twelve (12) month employees will be granted three (3) personal days per year. Substitutes may not be requested for the 3rd personal day.

Subd. 2. Requests for personal leave must be made in writing to the supervisor at least three (3) days in advance, except in the event of emergencies.

Subd. 3. All personal leave will be deducted from accumulated sick leave. Personal leave will carry over for a period of up to three (3) years in which no more than five (5) consecutive days will be taken in one (1) year.

Subd. 4. Upon request of the employee, personal leave may be bought back annually by the District at the employee's hourly rate if the employee has worked or is anticipated to work their full contracted year.

Subd. 5. Approval Limits: Personal leave approval will be restricted during student contact days as follows:

1. Personal leave may not be used during the first fifteen (15) student contact days of the school year; the last fifteen (15) contact days of the school year.

2. Personal leave may not be used during State-mandated student testing days.
3. Exception to these restrictions may be made by the Executive Director of Administrative Services for the following reasons:
 - a.) Property closing
 - b.) Court appearance when a party to a court proceeding or witness in a court proceeding, except against ISD 194
 - c.) An emergency causing serious physical damage to property
 - d.) Religious observation as required by the employee's religious convictions, provided such requirement cannot be met outside the school day
 - e.) Attendance at a wedding of the employee's child, sibling, parent, or self
 - f.) Attendance at graduation of the employee's child, sibling, parent, spouse or self
 - g.) Transporting one's child to/from college
 - h.) Other significant personal or family reasons which warrant leave as determined by the Executive Director of Administrative Services

Subd. 6. The District will grant an employee leave of up to a total of sixteen (16) hours during the school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operation of the school. This subd. is in accord with M.S.181.9412, School Conference and Activities Leave.

Section 5. Leave Due to Pregnancy, Childcare or Adoption:

Subd. 1. Pregnancy disability as declared by the employee's physician will be considered sick/disability leave under the terms of this Agreement. The District may require documentation from the employee's licensed physician. Such physician's opinion will be determinative as to the period of disability. Failure of an employee to return pursuant to the date determined as the end of her disability will constitute grounds for discharge, unless period of disability is followed by an approved childcare leave. There will be a presumption of disability for periods up to six (6) weeks following delivery.

Subd. 2. At the time an employee becomes eligible to receive long term disability compensation as provided in this Agreement, such employee will no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long term disability compensation.

Subd. 3. An employee returning from childcare leave will be re-employed to his /her position held prior to the leave or a comparable position for which the employee is qualified if this position no longer exists.

Subd. 4. An employee who returns from childcare or pregnancy disability leave within the provisions of this section will retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. Employees will not accrue any additional experience credit for leave time during childcare or pregnancy disability leave. Periods of time

for which the employee is on childcare leave or pregnancy disability will not be counted in determining the completion of the probationary period.

Section 6. Unpaid Childcare/Adoption Leave:

Subd. 1. An employee will be granted an unpaid childcare leave of absence according to the procedures outlined in this section. The District will not be required to grant any leave in excess of fifteen (15) months in duration.

Subd. 2. The employee will submit a written request to the Executive Director of Administrative Services for childcare leave within thirty (30) days of the anticipated leave date, including commencement date and return date, unless the childcare leave is unforeseeable, in which case the employee must notify the District of the expected leave within one (1) working day of the beginning of the leave. Childcare leave may be taken immediately at the conclusion of sick leave.

Once a childcare leave commences pursuant to this section, an employee will not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The District will provide insurance benefits at the same level as an employee actively employed for the period exceeding the employee's requested date of return. The District will not be required to grant any leave in excess of fifteen (15) months in duration, (i.e. a combination of sick leave and childcare leave).

Subd. 4. If an employee requests return from leave prior to the termination date of the leave, the School Board, at its discretion, may permit the employee to return at an earlier date.

Subd. 5. Upon return from a childcare leave the employee will be returned to the former position from which the employee was granted the leave, or an equivalent position if that position no longer exists, whereby the provisions of Article XVI are applicable.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 7. The period of time when the employee is on childcare leave will not be counted in determining the completion of the probationary period, and such probationary period will be extended for the period taken for childcare leave.

Subd. 8. An employee returning from childcare leave within the provision of this section will 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 will not accrue additional experience credit or leave time during the period of absence from childcare leave unless he/she has served at least one hundred (100) workdays of the school year, upon which he/she will be placed on the next higher step.

Subd. 9. An employee on childcare leave will be entitled to continuation of District contributions for health insurance benefits during the period of the leave; however District contributions will not exceed twelve (12) weeks accumulative unpaid leaves of absence per year. The employee will be eligible to participate in group insurance programs if permitted under the insurance policy provisions which exceed the twelve (12) week unpaid leave period, but will pay the entire premium commencing with the beginning of the childcare leave for such insurance programs the employee wishes to retain. 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 action.

Section 7. Workers' Compensation: Pursuant to Minnesota Statutes 179, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District; her/his 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 her/his accrued sick leave.

Section 8. Jury Duty: An employee who is required to serve on a jury will reimburse the School District the amount paid as compensation for serving on the jury. The employee will retain expenses reimbursed by the court (i.e., parking, mileage, and meals.) It is the employee's responsibility to secure expense reimbursements from the court.

If an employee is subpoenaed in cases involving the School District or students, the employee will be permitted time off without loss of salary and will be allowed to retain any allowable expenses reimbursed by the court.

Section 9. Union Leave: Leave to conduct union business will be granted as follows:

- a. Representation: An employee is entitled to representation by L.E.A.F. when he/she is being warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. Leave for employee representation will be on an as needed basis at the expense of the District. Reasonable representation at mediation and arbitration hearings is also covered under this category.
- b. L.E.A.F. Maintenance Activities: At the beginning of every school year, L.E.A.F. will be credited with ten (10) days of unpaid leave to be used by employees who are officers or members of L.E.A.F. Such leave will be used as authorized by the L.E.A.F. President. The District will be notified of the date of intended use of such leave. The District will provide the substitute, if any, made necessary by this action.
- c. General Public Policy of Joint Interest: At the beginning of every school year, L.E.A.F. will be credited with five (5) days of paid leave to be used by employees who are officers or members of L.E.A.F. Such leave will be used as authorized by the L.E.A.F. President and the Superintendent. L.E.A.F. will pay the cost of the substitute, if any, made necessary by this section. Additional days may be granted upon agreement of the parties.

Section 10. Military Leave: With appropriate documentation to confirm eligibility and five work days advance notice, sick leave will be granted by the District whenever an employee's spouse, child, or parent (including step relatives or in-laws of the same degree) is deployed or returns from

active military duty up to a maximum of three (3) days per school year. Days will be deducted from accrued sick leave. Additional days, with or without pay, may be granted at the discretion of the Executive Director of Administrative Services. If pay is provided, days will be deducted from sick leave.

ARTICLE XI

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy will be made by the District as provided by law.

Section 2. Insurance Qualifications: All regularly employed personnel working thirty (30) hours or more per week will have the option to participate in the District's insurance plans set forth below.

Section 3. Health Insurance: Using the Open-Access \$20 Co-pay Plan Premium as the standard, the employee and District shall share equally any increase of insurance premium costs (50% to District contribution, 50% to employee contribution). The contribution generated from this calculation of the Open-Access \$20 Co-pay Plan Premium is applicable to all District plans.

Subd. 1. Single Coverage: The District shall contribute monthly as indicated below for health and hospitalization for all employees who qualify for and are enrolled in the District single group insurance plan:

Open-Access \$20 Co-pay Plan

2015-16: \$571.83 per month

2016-17: \$590.76 per month

Open-Access \$30 Co-pay Plan

2015-16: \$558.11 per month

2016-17: \$577.02 per month

\$500 Comprehensive Major Medical Plan

2015-16: \$475.95 per month

2016-17: \$493.94 per month

Subd. 2. Employee + 1 Coverage: The District shall contribute monthly as indicated below for health and hospitalization for all employees who qualify for and are enrolled in the District employee +1 group insurance plan:

Open-Access \$20 Co-pay Plan

2015-16: \$1252.31 per month

2016-17: \$1293.78 per month

Open-Access \$30 Co-pay Plan

2015-16: \$1222.26 per month

2016-17: \$1263.68 per month

\$500 Comprehensive Major Medical Plan

2015-16: \$1043.55 per month

2016-17: \$1082.96 per month

Subd. 3. Family Coverage: The District shall contribute monthly as indicated below for health and hospitalization for all employees who qualify for and are enrolled in the District family group insurance plan:

Open-Access \$20 Co-pay Plan

2015-16: \$1521.07 per month

2016-17: \$1571.44 per month

Open-Access \$30 Co-pay Plan

2015-16: \$1484.57 per month

2016-17: \$1534.88 per month

\$500 Comprehensive Major Medical Plan

2015-16: \$1267.47 per month

2016-17: \$1315.34 per month

Any cost of the premium borne by the employee will be paid by payroll deduction through the employee's Section 125 flexible spending account.

Subd. 4. Unit employees who are currently eligible for health insurance, and are married to other insurance eligible District employees, will be eligible for full District contribution toward family coverage.

Section 4. Dental Insurance: All employees who work enough hours to be eligible for dental insurance may participate in either the employee or family dental insurance plan. The District will contribute \$26 per month toward the premium for dental insurance at a prorata rate calculated as follows: 12 month employee = 1.0, 11 month employee = 0.9, 10 month employee = 0.8, 9 month employee = 0.75. Any cost of the premium borne by the employee will be paid by payroll deduction through the employee's Section 125 flexible spending account.

District Contribution 9 month	District Contribution 10 month	District Contribution 11 month	District Contribution 12 month
\$19	\$21	\$23	\$26

Section 5. Life Insurance: All employees will be provided term life insurance coverage in the amount of \$25,000. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long-Term Disability Insurance: The District will furnish income protection insurance for employees, which takes effect after a qualified absence of ninety (90) calendar days. Conditions are subject to the insurance company's terms and conditions. Employees on a medical leave and qualifying for long-term disability insurance may continue receiving the District health insurance contribution for one (1) year from the start of the medical leave.

Section 7. Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims will be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Continuation of Coverage: Upon retirement, an employee who is eligible to receive or who is receiving an annuity from a public pension fund will be eligible to participate in the District's individual or family hospital-medical insurance and dental plans indefinitely at their own expense, pursuant to the provisions of M.S. 471.61.

Section 9. Early Retirement Health Insurance: Twelve (12) month clerical L.E.A.F. employees who have completed at least fifteen (15) years of service credit, as defined in Article III, Section 4, with the School District and are 55 years of age will be eligible for single premium paid health insurance in contract at such time for a period of up to three (3) years at retirement or when eligible for Medicare. After June 30, 2012, this section will no longer apply to any above employee subsequently hired by the District. A new post-employment benefit will take its place and operate under the following section.

Section 10. Health Reimbursement Account Contributions (for employees hired after June 30, 2012): Twelve (12) month clerical L.E.A.F. employees who have completed at least fifteen (15) years of service credit, as defined in Article III, Section 4, with the School District and are fifty-five (55) years of age will be eligible for a health reimbursement account.

Subd. 1. For purposes of determining years of service:

When a less than twelve (12) month employee is changed or assigned to a twelve (12) month position, all accumulated years will be credited for calculating years of service.

Years will be calculated by number of hours earned; divided by 2080 hours to find number of full years served.

This number of earned years will be the beginning number of years for eligibility for the Health Reimbursement Contribution.

Subd.2: For purposes of this section, summer school employment is not considered under this provision.

Subd. 3. Once an employee has taken an eligible position:

1. The District will contribute \$1,500 per year, on a cumulative basis, into a Health Reimbursement Arrangement (HRA) effective the start of the fourth (4) year of employment. Contributions will be made annually through the fifteenth (15) year of employment with the District, for a total District maximum contribution of \$18,000.
2. The funds contributed by the District and placed in a HRA account for employees hired after June 30, 2012, will not vest with the employee until they complete fifteen (15) years of active service with the District. Upon an employees' termination of employment with the district, any funds that have not vested will revert back to the District.

3. The District will retain control of any funds contributed into an HRA on behalf of an employee until those funds have vested (i.e., until fifteen (15) years of active service in the District have been completed). The District will remain responsible to invest any funds and pay any associated fees until the funds vest with the employee, at which point those responsibilities will be transferred to the employee.
4. Upon vesting, participants will have the ability to transfer their vested balances to another eligible HRA plan provider subject to both IRS rules and regulations and the District sponsored HRA administrator guidelines.

Section 11. Insurance Committee: L.E.A.F. will appoint a representative to serve on the District insurance committee. The purpose of this committee will be to recommend the insurance carriers and benefit levels prior to adoption by the School Board.

Section 12. Retirement Contribution: Membership in the Public Employees Retirement Association (PERA) is required by State law for all permanent employees. All new employees are required by law to participate in Social Security as well as PERA.

Section 13. Severance Pay: Eligible employees are those who work in excess of three (3) hours per day, have completed fifteen (15) years of service credit, as defined in Article III, Section 4, with the District and who are at least fifty-five (55) years of age.

All eligible employees upon his/her retirement will receive four (4) days pay for each year of service with a maximum of sixty (60) days pay. The employee's daily rate of pay at the time of retirement will be used to multiply by the number of years of service in the District to determine the incentive amount. For employees hired after June 30, 2012, any severance payment will be reduced by the total of the District's 403(b) contributions made to the employee. Eligible District contributions will be deposited into the District sponsored Special Pay Deferral Plan. The Special Pay Deferral Plan will be an application of IRS Section 403(b) and will be governed by the District's Special Pay Deferral plan document. The plan will not have any individual surrender fees.

Section 14. Duration of Insurance Coverage: Individuals (other than long-term substitutes and twelve (12) month employees) who begin work on the first day of school, and who work through the remainder of their contract year, will be eligible for School Board contribution to all insurance programs (where applicable) through August 31 of that year.

Twelve (12) month employees' coverage year is July 1 through June 30.

ARTICLE XII

HOLIDAYS

Section 1. Paid Holidays:

Subd. 1. All twelve (12) month employees will receive paid holidays as follows:

The day preceding New Year's Day	Labor Day
New Year's Day	Thanksgiving Day
Presidents' Day	The day after Thanksgiving
Friday preceding Easter	The day preceding Christmas
Memorial Day	Christmas Day
Independence Day	

Subd. 2. Grandfather: Any current employee that is working less than full-time, twelve (12) months and is currently being paid for any of the holidays set forth in Subd. 1, above will continue to have any of the holidays set forth in Subd. 1, above which occur on a day that the employee would normally work.

Subd. 3. All eleven (11) month employees will receive paid holidays as follows:

New Year's Eve	Thanksgiving Day
New Year's Day	The day after Thanksgiving
President's Day	Christmas Eve
Memorial Day	Christmas Day

Subd. 4. All less than eleven (11) month employees will receive paid holidays as follows:

New Year's Day	Thanksgiving Day
President's Day	The day after Thanksgiving
	Christmas Day

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

Section 3. School in Session: The 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 holiday which falls within an employee's vacation period will not be counted as a vacation day.

Section 4. Eligibility: In order to be eligible for holiday pay, an employee must have worked her/his regularly scheduled workday before and after the holiday unless she/he is excused for illness, leave, or on vacation under these provisions.

ARTICLE XIII

VACATIONS

Section 1. Application: Vacations will be granted to employees who have completed their probationary period. Employees transferred from within the bargaining unit will receive vacation based upon previous hours worked and years of service in the District.

Vacations will be determined according to the employee's anniversary date (District date of hire).

Section 2. Earned Vacation:

Subd. 1. Twelve (12) Month Employees: Twelve (12) month employees will earn vacation as follows:

First year of service credit, as defined in Article III, Section 4, as a twelve (12) month employee:	10 days
After five years of service credit, as defined in Article III, Section 4:	15 days
After ten years of service credit, as defined in Article III, Section 4:	20 days
After twenty-five (25) years of service credit, as defined in Article III, Section 4:	23 days

Subd. 2. When a less than twelve (12) month employee is changed or assigned to a twelve (12) month position, all accumulated years will be credited for placement on the vacation schedule.

Years will be calculated by number of hours earned; divided by 2,080 hours to find number of full years served.

This number of earned years will be the beginning number of years for initial placement on the vacation schedule from which the employee starts and continues.

Subd. 3. For purposes of this vacation leave, summer school employment is not considered under this provision.

Subd. 4. Employees may carry over up to ten (10) vacation days past their anniversary date. It is further understood that if there are more than ten (10) days left at the anniversary date, the employee will forfeit the number of days over ten (10). Actual accrual could be as high as the yearly allotment plus ten (10) carry over days.

Section 3. Vacation Scheduling: The scheduling of all vacation time will be determined by the District.

Section 4. Employee Resignation: If an employee resigns before completing a full year of service, she/he will not be entitled to any vacation pay and will have the salary paid for any vacation days taken deducted from their final paycheck. An employee who has completed at least one year of service will be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least two (2) weeks advance notice of their resignation time.

ARTICLE XIV

PROBATIONARY PERIOD

Section 1. Probationary Period: A new employee under the provisions of this Agreement will serve a probationary period of six (6) months of continuous service (defined as uninterrupted paid employment) in the District during which time the District will have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee will have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee will have the right to bring a grievance on any other provisions of the contract alleged to have been violated. If an employee takes any unpaid time during their six (6) month probationary period, the probationary period will be extended by the number of unpaid days taken so that the employee completes six (6) months of service.

Section 2. Probationary Period. Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification will serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District will have the right to reassign the employee to their former classification if there is a vacancy. If no vacancy exists, the employee will be placed on layoff status.

Section 3. Special Education Paraprofessional Probationary Period: A non Special Education Paraprofessional employee who has completed the probationary period and is involuntarily transferred for the first time into a Special Education Paraprofessional position will serve a new probationary period of three (3) calendar months. Employees will be provided an orientation and training within one week of starting the new position. At least two (2) written performance evaluations will be completed during the probationary period. The first evaluation will occur within the first thirty (30) calendar days. If deficiencies are found, the District will provide the employee with clear directives and training. An employee will be given at least thirty (30) days to correct their performance before the second evaluation is given. During this three (3) month probationary period, if it is determined by the District that the employee's performance in this position is unsatisfactory, the District will have the right to reassign the employee to an open position in their Classification if there is a vacancy. If no vacancy exists, the employee will be placed on layoff status.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged will have access to the grievance procedure.

Section 5. Long Term Substitutes: Long Term Substitutes do not gain seniority or layoff/reassignment ("bumping") rights. They do have access to the other provisions of the contract.

Section 6. Seniority Roster: A seniority roster will be maintained for non-probationary unit employees based on employment dates. Seniority roster will be adjusted and published each year on or before December 1. The list will include date of hire, job title and job classification for each

employee. Credit for seniority purposes will be based on the “service credit” definition provided in Article III, Section 4. Adjustments will be made current to the first of the month preceding sending of layoff notices for employees affected by layoffs and reassignments.

Subd. 1. The seniority date of record will be the first date of continuous employment in a classification identified in the L.E.A.F. bargaining unit as defined in the school board packet on the Employee Information Sheet. The date will be based on continuous service, without regard to changes in classification or hours. In the case of identical seniority dates, the employee with the lowest employee number will be the tiebreaker.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Section 1. Discipline: The purpose of this Article is to set forth the procedures for, and the conditions under which employees may be disciplined. All discipline will be subject to the grievance procedure found in Article XVII of this Agreement, except as modified herein. All discipline administered will have remediation as its goal, except in cases of termination. The administrator will notify the employee if a meeting could lead to discipline. The employee has the right to L.E.A.F. representation of employee’s choice and may stop a meeting at anytime to request representation.

Subd. 1. Steps: Discipline will normally occur in the following sequence:

1. Oral Reprimand: L.E.A.F. representation must be offered when an oral reprimand will be given to an employee. The supervisor will meet with the employee to review the supervisor’s observations, unacceptable performance or misconduct and inform the employee that his/her conduct, performance or both must improve. The supervisor will make a record of the oral reprimand and have the employee sign it for notice purposes only, and then forward it to the Human Resources Department to be placed in the employee’s personnel file. A copy will be given to the employee. A letter of direction may/may not be included as part of the oral reprimand.
2. Written Reprimand: L.E.A.F. representation must be offered when a written reprimand will be given to an employee. A written reprimand may be issued due to the seriousness of the offense or if oral reprimands have not produced the desired results. The written reprimand will contain:
 - a. Labeled as a written reprimand
 - b. State the unacceptable performance or conduct which has necessitated the action
 - c. Indicate acceptable standard of performance or conduct as well as a corrective action plan, if appropriate
 - d. Indicate the period of time the employee will be given to correct or improve the performance or conduct
 - e. State the consequences, if satisfactory improvement is not made

3. Suspension Without Pay: An employee may be suspended without pay for cause provided that the first two steps in this procedure have not remedied the conduct of the employee or the conduct was so egregious that it warranted moving to suspension without pay immediately. The Executive Director of Administrative Services will give written notice of the suspension to the employee and the LEAF President along with the reasons for the suspension.
4. Termination: Dismissal for cause will be in accordance with this Agreement and other relevant statutes. No employee who has satisfactorily completed the initial probationary period will 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 will be provided in a conference which will be conducted after advance notice to the employee and a L.E.A.F. representative who will be permitted to attend the conference.

Subd. 2. Exceptions: Except as specified herein, discipline will follow the above steps in order. Exceptions to the above are: theft of District property, unexcused absence from work, intoxication on the job or other violations of the District Alcohol and Drug Abuse Policy, gross insubordination, sexual harassment, and physical or sexual child abuse.

An employee will receive paid salary in the event of a suspension where there is an ongoing investigation, but no decision has been reached regarding disciplinary action.

ARTICLE XVI

SENIORITY, LAYOFF, RECALL AND REASSIGNMENT

Section 1. Definitions:

Subd. 1. Layoff: An employee will be placed on “Layoff Status” when their position is involuntarily reduced or eliminated. Only those employees who have completed their probationary period and are not long-term substitutes are eligible for this status. An employee may have their position decreased by up to thirty (30) minutes per day or on an equivalent annualized number of minutes once in a three (3) year period and not be placed on layoff status unless the reduction results in loss of benefits. The three (3) year period includes the school year the reduction is made and the two (2) school years after the reduction. Layoff status triggers the reassignment (“bumping”) procedures and, if necessary, recall rights.

Subd. 2. Reassignment (“bumping”) Procedure: Reassignment or “bumping” is the process of assigning employees on layoff status to another position. Such employees are reassigned based on the following factors: District seniority, job title, classification and level, original days and hours of reduced or eliminated position and qualifications.

There are three (3) classifications (A, B and C) and three (3) levels in each classification (3, 2, 1). Employees do not have the right to move between classifications (i.e., between A, B and C), but can move down within each classification (i.e., B-2-3 can move to B-2-2 or B-2-1 but cannot move to the “A” classification). Employees cannot move up within either classification (i.e., B-2-1 to B-2-2 or B-2-3).

Subd. 3. Right of First Refusal: Employees whose positions have been reduced or eliminated and have been given a reassignment option with the same job title or classification and at least the same number of hours and days on an annual basis, can refuse that assignment and stay on layoff status. Employees can only do this one (1) time and must wait until the District goes through the reassignment process for everyone before being considered for another assignment.

If the District then offers a second position with the same job title or classification and at least the same number of hours and days on an annual basis, the employee must either accept the position, remain in the current position with reduced hours (and are no longer on layoff) or be terminated.

Subd. 4. Recall: Recall is the process by which an employee on layoff status who has not been reassigned is offered a position. The most senior qualified employee on layoff status will be recalled first. Qualifications will be determined by the school district based on the employee’s current experience and skills. It is the laid off employee’s responsibility to provide their updated qualifications to the District.

Subd. 5. Equivalent Annualized Number of Minutes: When the days of a position are increased or decreased, the number of days needs to be equivalent to plus or minus thirty (30) minutes per day. In such cases, the following formula will be used: thirty (30) minutes x total current contracted days = X; X= total minutes that can be reduced or increased the following year.

Section 2. Layoff Procedures: Annual staffing and mid-year staffing changes will be conducted in accordance with Article IX.

Employees must keep the District up to date on all contact information including address, phone number(s) and email address.

If the District reduces or eliminates a position, the principal or supervisor will notify the affected employee who will then be considered in “layoff” status as defined in section 1 of this article. Next, the principal/supervisor will notify the District that contact has been made, with the employee being informed of the reduction or elimination. The District will contact the employee with reassignment options. The employee has twenty-four (24) hours (excluding weekends and

holidays) to contact the District with a decision. If the employee does not call back within twenty-four (24) hours, the District may place them in the available position.

If the employee cannot be contacted with the contact information provided, after three (3) or more attempts and two (2) business days have passed, the reassignment process will continue and any re-assignment opportunities at that time will be lost. Once contact is made, the employee will then become part of the reassignment process.

Section 3. Reassignment (“Bumping”) Procedures:

Subd. 1. End of school year through August 15th: During this time period, the District will place senior laid off employees. The District will first look at the employee’s job title, hours and days and attempt to place them in a position within the same job title. If the District cannot place them in the same job title, it will then look at the classification the employee is in (A, B or C) and level (3, 2, 1) and attempt to place them within that classification and level. If the District cannot do that, it will go down levels within the classification if any available (3 to 2 to 1). Employees cannot go between classifications and cannot move up levels (i.e. 1 to 2 to 3). Senior employees can be placed in positions that are held by less senior employees that are:

- plus or minus thirty (30) minutes per day (unless the employee will gain benefits where they previously had none)
- an equivalent annualized number of minutes
- plus or minus two (2) days

If the District offers a position with the same job title or classification and at least the same number of hours and days on an annual basis, the employee must either accept the position, remain in the current position with reduced hours (with the acceptance of layoff for any remaining hours not available) or exercise right of refusal as defined in Section 1, Subd. 3. For all other offered positions, the employee can accept the position (with the acceptance of layoff for any remaining hours not available), remain in the current position with reduced hours (with the acceptance of layoff for any remaining hours not available) or remain on layoff status. The employee will have twenty-four (24) hours from notification (excluding weekends and holidays) to respond to reassignment options. If the employee exercises their right of first refusal, they will not be considered for another position until the District goes through the entire reassignment process. The employee will have the necessary qualifications required for the reassignment. The employer will provide appropriate training and/or work direction for the reassigned position.

Subd. 2. August 16 through end of school year: If staffing changes occur within an enrollment based program (Kid Zone, Small Wonders, ECFE, ECSE, Wonder Zone), the District will follow Article IX.

Section 4. Recall Procedures: Senior, qualified employees will be recalled to open positions within the same job title and/or classification, plus or minus thirty (30) minutes per day (unless the employee will gain benefits where they previously had none) or an equivalent annualized number of minutes.

Subd. 1. Benefits will not apply during layoff.

Subd. 2. Employees on a layoff status will have the personal responsibility to keep the District Office informed of their address, phone number(s) and email address for the purpose of a recall notice. The District Office will send notice of recall by email or certified mail, return receipt requested if there is no email address provided. The notice will include the date of return to employment and the job classification of the vacancy. Employees who fail to accept employment within five (5) working days, as notified will be considered to have resigned.

Subd. 3. An employee's recall status ends after twenty-four (24) months from the date of layoff.

Section 5. Administration: The layoff, reassignment and recall procedures will be administered by the District in conjunction with L.E.A.F.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" will mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the employee(s) and the District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee will be represented during any step in this procedure by L.E.A.F. Only L.E.A.F. will process a grievance through any step, including arbitration, of this grievance procedure.

Section 3. Definitions and Interpretation:

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 will refer to working days.

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 will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a 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 will be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) working days after the employee(s) became aware of the issue. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance.

Section 5. Adjustments of Grievance: The District and the employee will attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I: An effort will first be made to adjust an alleged grievance informally between the employee involved and the principal or immediate supervisor. The principal or immediate supervisor will give a written decision on the grievance to the parties involved and the L.E.A.F. President within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Administrative Services, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. The Executive Director of Administrative Services will meet with L.E.A.F. representative(s) regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Executive Director of Administrative Services will issue a decision in writing to the L.E.A.F. President.

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 five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear within five (5) days and conduct the hearing within fifteen (15) days after setting the date. Within ten (10) days after the meeting, the School Board will issue its decision in writing to the L.E.A.F. President. 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 recommendation to the School Board. The School Board will then render a written decision to the L.E.A.F. President.

Section 6. 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 ten (10) working days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179A.04, subd. 3, provided such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator, or the failure to request an arbitrator from the BMS within the time period provided herein, will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party will, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:

1. The issues involved
2. Statement of the facts
3. Position of the grievant
4. The written documents relating to Article XVII, Section 5 of the grievance procedure

The District will make a similar submission of information relating to the grievance before the time of the hearing to allow the appellant the opportunity to prepare for the hearing.

Subd. 5. Decision: The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided under P.E.L.R.A.

Subd. 6. Expenses: Each party will 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 will be made of the hearing at the request of either party. The parties will 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.

Subd. 7. Jurisdiction: The arbitrator will 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 will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor will 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 will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will 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 will 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.

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, will immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee will waive her/his right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the rights to pursue it further will be immediately waived. This section will not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Physical Examinations: Physical examinations may be required of all new employees, with a written statement from the doctor that the employee is physically able to perform the duties involved. The cost of the physical examination will be the responsibility of the employer.

Section 2. Clothing Allowance: Employees who are required to work outdoors or swim as part of their regular job duties will be entitled to an allowance not to exceed \$50 per year for the purchase of outdoor clothing or swimwear. The employee will submit receipts for the purchase of outdoor clothing or swimwear to the business office for reimbursement.

If a particular type of clothing is required for purposes of staff identification on non-school day activities, the Kid Zone program will provide this item to staff at no cost to the employee.

Section 3. Use of Private Vehicles: Members of this bargaining unit covered by the terms and conditions of this agreement will not be required to transport students in their private vehicle for any school related activities, between school sites, or between a school site or activity and the student's home.

Any mileage accrued on an employee's private vehicle used for a District business purpose will be reimbursed at the current I.R.S. rate.

ARTICLE XIX

DURATION

Section 1. Term of Agreement: This Agreement will remain in full force and effect for a period commencing July 1, 2015 through June 30, 2017 or until a successor agreement is negotiated.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and L.E.A.F. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, 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, will not be open for negotiation during the term of this Agreement, except by mutual consent.

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

MEMORANDUMS OF UNDERSTANDING

COMPENSATION ADJUSTMENT

This memorandum provides for the continuation of the permanent compensation adjustment given to current employees in the 2003-2005 master agreement. The annual compensation adjustment is given to current employees who have completed one or more years of service placed on step 5 of the salary scale between July 1, 2002 and July 1, 2004. This stipend is a fixed, permanent increment to the annual compensation of eligible employees and will be paid out in equal installments throughout subsequent years of employment.

DENTAL INSURANCE

Any 9 month employee that was receiving a \$21.00 District contribution toward Dental insurance during the 2005-07 contract will continue to receive that same rate of contribution for the duration of the current contract or cancellation of Dental insurance by the employee, whichever occurs first.

ESEA/NCLB

The Lakeville School District (ISD #194) and the Lakeville Education Assistants Federation (L.E.A.F.) jointly agree that the Educational Assistants in the District will have the option to meet the “highly qualified personnel standards” requirement of the NCLB law by utilizing the third option in the law. This option states that employees can be considered highly qualified by completing a formal state or local assessment in lieu of the college requirement. The District will develop a process to implement the criteria for assessment in compliance with MN Statute 120B.363.

Any other action taken to comply with the NCLB that would impact any bargaining unit by affecting wages, hours or terms and conditions of employment will be negotiated between ISD 194 and L.E.A.F. as they arise. The parties agree negotiations will address compliance with the law and all its subsequent affects on terms and conditions of employment.

KID ZONE “SPLIT SHIFT” SCHEDULE

Current employees will continue to receive a “split shift” payment of one (1) extra hour per day so long as they continue employment as a Kid Zone Assistant or Special Education Paraprofessional and work a “split shift” schedule (i.e., in both the before school and after school Kid Zone programs). In addition, they will continue to be eligible for insurance under Article IX if the “split shift” payment brings them up to the thirty (30)-hour eligibility requirement. The maximum coverage levels are based on existing coverage levels as of July 1, 2012. No other employees are “grandfathered” under this agreement. The parties will develop a list of employees “grandfathered” which will also include maximum coverage levels for each employee.

SHARED LEADERSHIP

The School District and LEAF desire to foster increased collaboration and shared decision making. Therefore, the parties agree to include LEAF representation on the District Shared Leadership Team and to pilot a Shared Leadership model at the elementary level for the 2016-17 school year.

- The LEAF President (or designee) will be included on the District Shared Leadership Committee, and an annual stipend of \$400 will be provided for this work.
- Each elementary principal will select a LEAF employee to be part of the Building Shared Leadership Committee, and an annual stipend of \$400 will be provided to the employee for this work.

This pilot will be evaluated by the parties by June 30, 2017, to determine its effectiveness in increasing collaboration and shared decision making. A recommendation will be made to the bargaining teams regarding continuation or expansion in the 2017-19 Collective Bargaining Agreement prior to the start of negotiations for a new Agreement.

Salary Schedule

July 1, 2015 - June 30, 2016					
Classification	Step 1	Step 2	Step 3	15th Year	20th Year
C-3-1	\$ 20.32	\$ 21.73	\$ 25.00	\$ 26.00	\$ 26.25
B-2-3	\$ 18.12	\$ 19.41	\$ 22.38	\$ 23.38	\$ 23.63
B-2-2	\$ 16.94	\$ 18.12	\$ 20.97	\$ 21.97	\$ 22.22
B-2-1	\$ 15.83	\$ 16.94	\$ 19.82	\$ 20.82	\$ 21.07
A-1-3	\$ 14.80	\$ 15.83	\$ 18.80	\$ 19.80	\$ 20.05
A-1-2	\$ 13.85	\$ 14.80	\$ 17.34	\$ 18.34	\$ 18.59
A-1-1	\$ 12.92	\$ 13.85	\$ 16.08	\$ 17.08	\$ 17.33

Longevity Pay:

Employees will receive longevity pay July 1 of the year in which they start their 15th and 20th year of service credit, as defined in Article III, Section 4, in the bargaining unit.

Additional \$1.00/hour starting with 15th year of service.

Additional \$0.25/hour starting with 20th year of service.

July 1, 2016 - June 30, 2017					
Classification	Step 1	Step 2	Step 3	15th Year	20th Year
C-3-1	\$ 20.83	\$ 22.27	\$ 25.63	\$ 26.88	\$ 27.48
B-2-3	\$ 18.57	\$ 19.90	\$ 22.94	\$ 24.19	\$ 24.79
B-2-2	\$ 17.36	\$ 18.57	\$ 21.49	\$ 22.74	\$ 23.34
B-2-1	\$ 16.23	\$ 17.36	\$ 20.32	\$ 21.57	\$ 22.17
A-1-3	\$ 15.17	\$ 16.23	\$ 19.27	\$ 20.52	\$ 21.12
A-1-2	\$ 14.20	\$ 15.17	\$ 17.77	\$ 19.02	\$ 19.62
A-1-1	\$ 13.24	\$ 14.20	\$ 16.48	\$ 17.73	\$ 18.33

Longevity Pay:

Employees will receive longevity pay July 1 of the year in which they start their 15th and 20th year of service credit, as defined in Article III, Section 4, in the bargaining unit.

Additional \$1.25/hour starting with 15th year of service.

Additional \$0.60/hour starting with 20th year of service.

JOB TITLES

Classification

Title

C-3-1

Building Nurse
Special Education & Student Services Finance Assistant

B-2-3

Accounts Payable Specialist
Activities Assistant
ALC Office Manager
Assessment & Accountability Administrative Assistant
Building & Grounds Assistant
Community Education Administrative Assistant
Office Manager
Office Manager for Equity Services
Payroll Specialist
MARRS Specialist
Special Services Administrative Assistant
Student Information Services Support Specialist
Student Nutrition Support Specialist
Student Services Administrative Assistant
Teaching and Learning Assistant

B-2-2

ALC/Targeted Services Administrative Assistant
Computer Lab Assistant
Deans' Secretary (10 and 12 Month)
High School Bookkeeper
Technology Integrationist

B-2-1

ABE (Adult Basic Education) Secretary
Attendance/Bookkeeper
Career Center Clerk
Clerical Assistant: Career Center/Activities/Test Coordinator
Community Education Finance Clerk
Extended School Services Clerk

<u>Classification</u>	<u>Title</u>
A-1-3	Building Security/Receptionist Clerical Float Early Childhood Special Education Paraprofessional Early Childhood Family Education Clerk Gifted Education Program Assistant Hall/Locker Room Supervisor Hall/Lot Supervisor IMC Clerk (Secondary) Kid Zone Special Education Paraprofessional Small Wonders Assistant Special Education Paraprofessional Special Education Clerk Early Childhood-12/3 rd Party Reimbursement Special Education Clerk – High School Special Education Program Paraprofessional
A-1-2	Attendance Clerk Audio Visual/Copy Center Clerk Early Childhood Family Education Assistant Kid Zone Assistant Tutor (Intervention Services, Title I, Targeted Services, etc.) Teacher/Classroom Assistant Wonder Zone Assistant
A-1-1	Copy Center Clerk (High School) Elementary Clerk and Elementary Clerk/Media (1 hour at A-1-2 rate) Noon Supervisor (unless majority of hours/year fall in another category) Science Clerk Special Education Clerk – ECSE, Elementary and Middle School

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

For
Lakeville Educational Assistants
Federation

Todd Mooney
President

Vicki Pearl
Vice President

6/1/16
Date

For
Independent School District 194

Michelle Volk
Board Chair

Kathy Lewis
Clerk

4/26/16
Date