

AGREEMENT

Between

SPECIAL SCHOOL DISTRICT NO. 1

And

**Board of Education Employees Local No. 56
American Federation of State, County and
Municipal Employees, Council 5**

Representing

- ◆ **CLERICAL UNIT**
- ◆ **CONFIDENTIAL UNIT**
- ◆ **TECHNICAL UNIT**
- ◆ **STUDENT SUPPORT SPECIALIST UNIT**

Effective

July 1, 2018 through June 30, 2020

MINNEAPOLIS PUBLIC SCHOOLS
Minneapolis, Minnesota 55411

An Equal Opportunity Employer

TABLE OF CONTENTS

Article 1	Definition of Agreement.....	1
Article 2	Recognition.....	1
Article 3	Definitions	1
Article 4	Rights and Obligations of Employees	3
Article 5	Board of Education's Rights and Obligations	4
Article 6	Union Rights	4
Article 7	Communication	5
Article 8	Salaries	6
Article 9	Hours – Overtime	8
Article 10	Miscellaneous Provisions	10
Article 11	Holidays.....	10
Article 12	Vacation.....	10
Article 13	Sick Leave.....	13
Article 14	Insurance and Benefits	19
Article 15	Part-Time Benefits	24
Article 16	Educational Opportunities/Professional Growth and Development.....	24
Article 17	Leaves of Absence and Return from Leaves	27
Article 18	Transfer and Reassignment.....	32
Article 19	Grievance Procedure.....	40
Article 20	Employee Discipline.....	42
Article 21	Non-Discrimination	42
Article 22	Alternative Dispute Resolution	43
Article 23	Personnel Files	43
Article 24	Summer School and After School Programs.....	44
Article 25	Temporary Employment	45
Article 26	Miscellaneous Provisions: Student Support Specialists.....	45
Article 27	No Strike/No Lockout	46
Article 28	Severability Clause	46
Article 29	Complete Agreement.....	46
Article 30	Duration of Agreement	48
Appendix A	Salary Schedule July 1, 2018 – June 30, 2020	49
Appendix B1	Active Job Classifications - Alphabetical	50
Appendix B2	Active Job Classifications by Unified Salary Grades	51
Appendix B3	Discontinued AFSCME Job Classifications	52
Appendix C	Professional Standards – Student Support Specialists	53
Appendix D	Conflict Resolution	64
INDEX	66

Article 1 Definition of Agreement

- 1.1 **Parties: This Agreement**, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and Board of Education Employees Local No. 56 American Federation of State, County and Municipal Employees (AFSCME), Council 5, hereinafter referred to as "the Union" pursuant to and in compliance with the Public Employment Labor Relations Act to set forth the terms and conditions of employment.
- 1.2 **Purpose:** The purpose of this Agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and the Union; establish an equitable and peaceful procedure for the resolution of disputes; establish rates of pay, hours of work, and other terms and conditions of employment as those terms are defined by law.

Article 2 Recognition

- 2.1 In accordance with PELRA of 1971, as amended, the Board of Education recognizes AFSCME Council 5, Local No. 56 as the certified exclusive representative of the bargaining units defined in Article 3.5 of this Agreement and in said Act.
- 2.2 The Board of Education agrees that AFSCME Council 5, Local No. 56 is the exclusive representative for all personnel defined in Article 3.5 and Appendices B1 and B2, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- The parties recognize that the units as defined in Article 3.5 and Appendices B1 and B2, are separate bargaining units even though the Agreements with each unit are being printed as one document.
- 2.3 The Board of Education agrees that it will meet and confer with the Union regarding the establishment of any new positions that may include the same duties as those included in positions that are covered by this Agreement. Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the units described in Article 2.1, shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

For the purpose of this Agreement, the words defined have the meaning given them.

- 3.1 **Employee:** Any person who holds a position in the unit for which the Union is the certified exclusive representative and who works more than fourteen (14) hours per week or 35% of the normal work week, whichever is less, and sixty-seven (67) working days in any calendar year in accordance with PELRA of 1971, as amended (MN Statutes 179A).
- 3.2 **Employer:** The Board of Education of Special School District No. 1, Minneapolis, Minnesota.
- 3.3 **Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits

except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the employees. The term is subject to PELRA regarding the rights of public employers and the scope of negotiations.

3.4 **Other terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

3.5 **AFSCME Job Titles:** AFSCME job titles and grades are contained in Appendices B1 and B2

3.6 **Like Employment Status:** Includes classification, hours per day, days per week and weeks per year. Like status includes the same or greater percentage of FTE (Full-Time Equivalent). For the purposes of excessed placement, like status does not include an increase in the number of weeks per year.

3.7 **Probationary Period:**

3.7.1 **General Statement:** The probationary period is the final step in the selection process before an employee gains permanent status. The primary objective of the probationary period is evaluation of the new employee's job performance. There should be review and feedback of job performance.

3.7.2 **Initial Employment:** An employee is deemed to have passed his/her probationary period in a classification upon the successful completion of one hundred thirty (130) duty days in a permanent assignment. Probationary employees are "at will" employees. An employee whose performance is unsatisfactory may be released at the discretion of the employer during the first one hundred and thirty (130) days worked. The employee shall be notified of his or her probationary release by the appropriate administrator.

3.7.3 **Benefits:** Only employees who work twenty (20) or more hours per week are eligible for sick and vacation benefits after completion of a one hundred thirty (130) days worked probationary period. Benefits are accrued during this period, but cannot be used until completion of probation. A probationary employee will be eligible to use his/her accrued vacation and sick days when the employee has reached the minimum total hours necessary to qualify for use of sick/vacation leave as defined in Article 12.1.3.

3.8 **Seniority**

3.8.1 **District Seniority:** Effective upon the date of ratification of this contract, all employees will have seniority based on the date the employee is actively at work and on the payroll as a certified employee in any of the bargaining units covered under this agreement. Employees who are on unpaid leaves of absence of more than ninety (90) working days shall have their seniority date adjusted to reflect the days they were not on active duty. Where seniority is a required factor in the transfer, hiring, excessing or layoff of employees, District seniority, rather than classification seniority, will be used. Classification seniority will be used to break a tie in District seniority

3.8.2 **Classification Seniority:** Effective July 1, 1992 Classification Seniority: The date an employee is actively at work and on the payroll as a certified employee within a specific job classification. Employees who are on unpaid leaves of absence of more than ninety (90) working days shall have their classification seniority date adjusted to reflect the days they were not on active duty.

3.9 **Reclassified Position:** A position is considered to be reclassified when a change in the kind, responsibility, or difficulty of the work performed in a position has occurred gradually

- over a period of time resulting in the assignment of the position to a different classification.
- 3.10 **New Position:** A position is considered to be a new position when the supervisor determines that a different kind or difficulty of work or level of responsibility is needed to meet the needs of the site, program, or department resulting in an abrupt rather than a gradual change. Does not include an increase in hours if position is already benefit eligible or number of weeks worked.
- 3.11 **Demotion:** A Voluntary or involuntary reduction in an employee's classification, weeks per year, or FTE.

Article 4 Rights and Obligations of Employees

- 4.1 **Right To Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.
- 4.2 **Right To Join And Participate:**
- 4.2.1 Employees shall have the right to join or to refrain from joining the Union. Neither the employer nor the Union shall discriminate against or interfere with the rights of employees to become members of the Union and, further, there shall be no discrimination against any employee because of Union membership or non-membership. The Union shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint or coercion.
- 4.2.2 The Union shall, in its capacity as exclusive representative, represent all employees included within these bargaining units without discrimination. It is expressly recognized by the parties to this Agreement that the Union, on behalf of individual employees, may enter into agreements with the Board of Education to settle grievances or other disputes. In the event that the parties enter into such agreements to this Agreement, the Board of Education shall be relieved of any obligation to pursue the grievance or dispute further under the grievance procedure contained in this Agreement.
- 4.3 **Right To Exclusive Representation:** Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such employees as provided in the PELRA.
- 4.4 **Union Dues:** Pursuant to PELRA, the exclusive representative, shall be allowed dues checkoff. Upon receipt by the District of a properly executed authorization card or data provided by AFSCME indicating which members have properly executed an authorization card, the District agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by AFSCME from the wages of all employees authorizing such deductions. Deductions shall be made and may be terminated in accordance with the provisions outlined on the dues authorization. AFSCME will indemnify, defend, and hold the Board of Education harmless against any

claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.

- 4.5 **National AFSCME P.E.O.P.L.E. Deductions:** The District shall deduct a specified amount from the bi-weekly wages of all employees who have authorized in writing such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee.

Article 5 Board of Education's Rights and Obligations

- 5.1 **Management Responsibilities:** It is the obligation of the Board of Education 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.
- 5.2 **Inherent Managerial Policy:**
- 5.2.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 5.2.2 The Board of Education has the right and is entitled, without negotiation or reference to any Agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement.
- 5.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.
- 5.3 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.
- 5.4 **Contractual Rights:** It is agreed that the contractual rights of Local 56 and the members of these units are set forth in other articles of this Agreement, and that this Article is not a source of such rights.

Article 6 Union Rights

- 6.1 **Time Off for Union Business:** The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the designated union officers, stewards or appointed committee members reasonable time to post union

- notices providing this activity does not interfere with regular duties; attend negotiating meetings; transmit communications authorized by the Union or its officers to the employer; consult with the employer or the employer's representative concerning the enforcement of any provisions of this Agreement.
- 6.2 **Organizational Leave:** The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of the Union.
- 6.3 **Meetings with Union Members:** The Board of Education shall allow business agents of the Union to meet with union members during lunch and break periods.
- 6.4 **Onboarding Meetings with New Union Members:** The Board of Education shall allow an officer, steward, or appointed representative of the union a paid fifteen (15) minute period to onboard and introduce the Union to the new members.
- 6.5 **Use of Conference Rooms:** The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the work day.
- 6.6 **Conventions:** The Board of Education will allow time off with pay for two (2) representatives from local 56 to attend the annual AFSCME Council 5 convention.
- 6.7 **Seniority Lists:** Seniority lists shall be posted on the District's website (www.mpls.k12.mn.us). In addition, two (2) copies of said lists shall be furnished to the Exclusive Representative by request. These seniority lists will show each employee in the order of District seniority, and work location.

Article 7 Communication

- 7.1 **Labor/Management Meetings:** Representatives of the Board of Education and the Union agree to meet regularly for the purpose of reviewing and discussing matters of common interest. The time and place of such meetings shall be set by mutual Agreement of the two parties at the request of either party.
- 7.2 **Other Meetings:** Other meetings may be held between the Board of Education and the Union at the request of either party, as the need arises, at times mutually agreed upon.
- 7.3 **Written Record:** Any issues discussed at such meetings, as designated in 7.1 or 7.2, and upon which mutual Agreement is reached will be committed to writing and posted when appropriate.
- 7.4 **Publication and Distribution of Agreement:** Any Agreements reached related to terms and conditions of employment as a result of the processes provided for in the Public Employment Labor Relations Act shall be incorporated in an appropriately designed document available on the District's Employee Relations website, from which the employee is authorized to print a copy. The District will provide fifteen (15) signed and printed copies to the Union office.

Article 8 Salaries

8.1 Salary Schedules:

8.1.1 **Appendix A – Salary Schedule:** Effective July 1, 2018, this schedule replaces all schedules from the previous bargaining agreement.

8.1.2 **Year one:**

Conversion to a new salary grid. Effective July 1, 2018, step one of the previous eight-step grid is removed and two new steps, nine (9) and ten (10) are added. All employees will move to the new grid and shall be placed at the same step (e.g., Step 6 to Step 6). Where salary grades associated with the new grid allow employees in red-circle status to move into the grid, they shall be placed at the step closest to, but not under, their red-circle rate.

- A \$360 lump sum shall be paid to red-circle employees who move into the new salary grid effective July 1, 2018 but who receive an hourly increase of less than \$0.37/hour due to the conversion.

8.1.3 **Year two:**

- a. Step increases delayed until September 30, 2019.
- b. **Red-circle employees:** \$500 off-schedule, lump sum payment for red-circle employees continuing in red-circle status after the September 30, 2019 step increase. The lump sum shall be payable on July 1, 2019.

8.2 Salary Progression

8.2.1 **Eligibility:** Employees must have worked 110 days in the job classification in order to be eligible for any salary increase under this article. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified in writing that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 19 of the Agreement.

8.2.2 **Step Movement:** Effective September 30, 2019, all employees eligible for step progression will advance one step on the pay schedule. Employees must have worked 110 days in the job classification in order to be eligible for any salary increase under this article.

8.3 **Longevity:** Effective July 1, 2019, all employees, based on their years of service with the District, will be eligible to receive longevity pay. Employees will receive the following amounts on July 1st of the year in which they will have completed the years of service listed:

- 10 years of service: \$0.20
- 15 years of service: \$0.30
- 20 years of service: \$0.55
- 25 years of service: \$0.80

8.4 **Shift Differential:** Employees scheduled to work in the District Communication Center during the hours of 7:00 p.m. until 6:00 a.m. shall receive shift differential payment of \$0.50 per hour.

8.5 Pay Options:

8.5.1 **Employee Paychecks:** Employee paychecks will be electronically directly deposited to the checking or savings account of the employee's choice. If an employee provides written objection to direct deposit the employee's paycheck will be delivered, enclosed in an envelope.

8.5.2 **Pay Period Options:** Employees will have the option to be paid over twenty-one (21) pay periods (school year) or twenty-six (26) pay periods (year-round). School year employees default to the 21-pay option; employees electing the 26-pay option must affirmatively elect this option based on rules and procedures established by the District's payroll department. The District shall notify the Union of rules and policies prior to the start of each school year.

8.6 **Salary Upon Demotion:** When an employee is demoted into a classification with a lower salary range or lower grade level, the salary rate paid to the employee in the classification into which he/she has demoted shall be equal to the salary step within the salary range which is closest to, but which does not exceed, the previous salary rate paid to the employee in the classification from which he/she demoted.

8.7 Salary Upon Promotion:

8.7.1 **Step Placement:** When an employee is promoted from one grade level to a higher grade level, he/she shall be placed on the step in the salary schedule for the new position that is closest to, but not less than, the employee's rate in the former classification, but in no event shall the new salary be higher than the top step of the new classification.

8.7.2 **Red Circle Status:** Current employees not on the salary schedule in Appendix A who promote to a salary grade where their current salary is above the maximum of the new grade, shall receive a 2% increase in salary upon promotion.

8.8 **New Classification – Salary:** In the event the Employer has established a new job classification which is added to the bargaining unit, by Agreement between the two parties or by determination of the Director, Bureau of Mediation Services, the parties agree to negotiate with one another concerning wages.

8.9 Salary Reduction Plan:

8.9.1 Payroll deductions for a health insurance plan may be paid from an employee's earnings on which there will be no federal income tax withholding. Reports of earnings to MERF/PERA and pension deductions will be based on gross earnings.

8.9.2 An employee may designate an amount per year, from earnings on which there will be no federal income tax withholding, for dependent care assistance (as defined in Section 29 of the Internal Revenue Code as amended from time to time) to allow the employee to work. Any unused balance shall not be refunded.

8.10 **Pay Equity Adjustments:** Should the District be found in non-compliance with the Pay Equity Statute, the contract will be reopened for the sole purpose of negotiating pay equity adjustments necessary to reach compliance.

8.11 **Salary Upon Reclassification:** When an employee's position is reclassified to a higher salary range and/or grade level; the employee will be placed on the new salary range at the step which is at least four percent (4%) greater than their current salary retroactive to the date the request is submitted to Human Resources. In no event shall the new

salary be higher than the top step of the new classification. Upon reclassification, if a frozen or red-circled employee's current salary is above the maximum of the new grade, the employee will receive a 2.0% increase in salary, retroactive to the date the reclassification request was submitted to Human Resources.

- 8.12 **Performance Incentives:** School sites receiving performance incentives will be asked to recognize the contribution of all licensed and non-licensed staff in meeting performance goals when dividing the incentive.
- 8.13 **New Employee Salary:** In the event that the District wants to hire an employee new to the District at a salary range step higher than Step 1, the District agrees to meet and confer with the Union regarding such placement. Decisions regarding placement of new employees on the salary range shall not be subject to the grievance process.

Article 9 Hours – Overtime

This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 9.1 **Normal Work Day:** The normal workday shall be eight (8) hours of work and the normal workweek, regardless of shift arrangements, shall be an average of forty (40) hours of work.
- 9.1.1 Should it be necessary in the judgment of the department to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the Union and the affected employee(s) as far in advance as is reasonably practicable. The Local and/or the affected employee(s) may request a meeting with the supervisor to discuss the proposed schedule change and its implementation.
- 9.1.2 Employees will not be expected to work beyond their normal capacity in any assignment.
- 9.1.3 **Break Periods**
- Employees who work at least four (4) hours per day shall have a paid fifteen (15) minute break during the workday.
 - Employees who work at least six (6) hours per day but less than seven (7) shall have a paid additional ten (10) minute break per day.
 - Employees who work at least seven (7) or more hours per day shall have two paid fifteen (15) minute breaks.
 - Employees who work five (5) or more hours per day are entitled to a thirty (30) minute unpaid duty free lunch.

Hours Worked	10 minutes	15 minutes	30 minutes lunch
4		One	
5		One	One
6	One	One	One
7 or more		Two	One

Scheduling of breaks and lunch periods shall be with agreement of the supervisor in all cases.

- 9.2 **Release Days:** Bargaining unit employees not typically scheduled to work on student release days may be scheduled to work on release days at the discretion of the Principal or Supervisor. If not scheduled for work, employees will be required to attend any job-related professional development opportunities offered by the District.
- 9.3 **Overtime Pay And Compensatory Time:**
- 9.3.1 **Overtime Pay:** Only hours worked in excess of 40 hours per regular work week shall be paid at the rate of one and one-half (1½) the regular hourly rate of pay. All overtime hours worked on Sundays shall be paid at the rate of twice (2) the regular hourly rate of pay. Employees who work on paid holidays (see Article 11) shall be paid for the holiday plus their regularly hourly rate for all hours worked on the holiday.
- 9.3.2 **Compensatory Time:** In lieu of receiving pay for working over 40 hours per regular workweek, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee. An employee so electing to receive compensatory time shall be credited with one and one-half (1½) hours of compensatory time for each one (1) hour worked in excess of 40 hours per week. Employees may accrue no more than 240 hours of compensatory time. All overtime hours worked after an employee has accrued 240 hours of compensatory time shall be paid for at the rate of one and one-half (1½) times the regular hourly rate of pay.
- 9.3.3 **Termination of Employment:** Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate not less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher.
- 9.3.4 **Calculation, Pyramiding:** For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.
- 9.3.5 **Employee Transfer:** When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid and charged to the budget of the site or department the employee is leaving.
- 9.3.6 **Balance Payout:**
- a. **Fiscal Year End:** All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department the employee was assigned to at the end of the employee's regular assignment for that fiscal year.
- b. **Employee Separation:** All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.
- 9.3.7 **Survivor Benefits:** In the event of an employee's death, any and all Compensatory pay shall be disbursed to the employee's beneficiary named for the basic life insurance coverage in Article 14.6 or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the school district.

Miscellaneous Provisions

- 9.4 **FLSA Determinations:** In the event that the District determines a job classification to be exempt from the Fair Labor Standards Act, a meet and confer shall be held with the Union.

Article 10 Miscellaneous Provisions

- 10.1 **Mileage:** Bargaining unit employees directed by their supervisor to use their personal vehicle for approved District business shall be reimbursed as per the prevailing Internal Revenue Service rate, beginning July 1, 2008.

Article 11 Holidays

- 11.1 **Holidays:** There shall be eleven (11) paid holidays during a year: New Year's Day, a day designated by the employer for observance of Martin Luther King's birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Day, and Christmas Eve Day and New Year's Eve Day if the employee is scheduled to work on either of these two days. Independence Day and Labor Day shall be paid holidays for employees who are scheduled to work the day before and the day after said holidays regardless of whether the employee is classified as a "twelve month" or "school year" employee. The arbitration award regarding Christmas Eve and New Year's Eve holidays shall remain in force for the term of this Agreement.

Article 12 Vacation

12.1 **Calculation Of Vacation Allowances:**

12.1.1 **Entitlement:**

a. **Student Support Specialists:**

- **Hired prior to July 1, 2001:** Vacation entitlement for employees hired prior to July 1, 2001 will be as follows:

Years of Service	0 – 7	8 – 15	16 – 20	21+
Hours of vacation per hour of paid work	0.0462	0.0615	0.0808	0.1000
Hours (per year) for full-time full year employees	96.10	127.92	168.06	208.0

- **Hired after June 30, 2001:** Vacation entitlement for employees hired after June 30, 2001 will be as follows:

Years of Service	0 – 15	16+
Hours of vacation per hour of paid work	0.0615	0.0808
Hours (per year) for full-time full year employees	127.92	168.06

b. **Clerical, Confidential, & Technical:**

Years of Service	0 – 7	8 – 15	16 – 20	21+
Hours of vacation per hour of paid work	0.0462	0.0615	0.0808	0.1000
Hours (per year) for full-time full year employees	96.10	127.92	168.06	208.0

12.1.2 **Work Year Other than 12 Months:** Employees whose work year is other than twelve (12) months full-time can calculate their accrued vacation by multiplying the number of paid days times number of hours per day times the amount accrued per hour.

12.1.3 **Probation Period:** Employees on initial employment probation shall not be eligible to use accrued vacation until they reach the minimum number of accrued hours calculated by the following formula: 130 days X .0462 hours accrued X number of hours worked per day.

ASSIGNMENT	FORMULA	ACCRUAL NEEDED
20 hrs/week	130 days X .0462 X 4 hrs/day	24.02 hours
25 hrs/week	130 days X .0462 X 5 hrs/day	30.03 hours
30 hrs/week	130 days X .0462 X 6 hrs/day	36.03 hours
31 hrs/week	130 days X .0462 X 6.2 hrs/day	37.23 hours
40 hrs/week	130 days X .0462 X 8 hrs/day	48.05 hours

12.1.4 **Leave of Absence:**

- a. Time on authorized leave of absence without pay, except to serve in an unclassified position, of more than one hundred thirty (130) working days in a calendar year will not be credited toward years of service for the purposes of vacation accrual only. Credit toward years of service will begin immediately upon the employee's return to work.

- b. When a leave of absence spans two calendar years, but only one work year, the employee may be credited with one year toward vacation credit if they meet the minimum requirement of 1,627.5 hours over the two calendar year period.

12.2 Use of Accrued Vacation:

- 12.2.1 **Probation Period:** Employees on probation must accrue the number of hours defined in Section 12.1.4 of this Article before being eligible to use accrued vacation.
- 12.2.2 **Vacation Carryover:** Employees shall make a reasonable effort to use vacation during the year in which it is accrued however, vacation may be cumulative and may accrue up to and including twenty-six (26) days. In the event vacation cannot be used, it shall be carried over to the following year if it does not exceed twenty-six (26) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the calendar year.
- 12.2.3 **Timing:** Earned vacation shall be taken at the employee's discretion when school is not in session whenever possible and shall be on the basis of District-wide seniority within each building or department. All vacation must be taken within the assigned work year whenever possible. However, where the employee has earned vacation pay in excess of the time that is available within recess periods or breaks, or where the employee is required to work during recess periods or breaks, vacation time may be taken at other times.
- 12.2.4 **Supervisor's Approval:** Use of any vacation time must have the approval of the building principal, department head, or program manager. However, if the employee's supervisor does not respond to the employee's vacation request within (10) workdays, the request will be deemed approved.
- 12.2.5 **End of School Year:** Vacation may be used by school year employees, not to exceed the equivalent of five (5) work days (normally assigned hours per day), with the approval of the building principal, department head, or program manager after the end of the regularly scheduled work year and before June 30. This provision does not apply during the period worked in a summer school assignment. Vacation and sick leave will not be earned during this period of time.
- 12.2.6 **Vacation Severance:** Employees who resign or retire from their employment with the District shall be paid 100% of their accrued vacation balance at their final regular hourly rate of pay.

Article 13 Sick Leave

13.1 Sick Leave Accrual:

- 13.1.1 **Permanent Employees:** All permanent employees will be credited with medically unverified sick leave at the rate of .0462 hours accrued per hour of paid employment. To calculate your annual accrual rate use the following formula: Number of Duty Days X .0462 hours accrued X Number of Hours per Day.
- 13.1.2 **Probationary Employees:** Employees on initial employment probation shall not be eligible to use accrued sick leave until they reach the minimum number of accrued hours calculated by the following formula: 130 days X .0462 hours accrued X number of hours worked per day. Typical assignments and minimum accruals are listed below:

Assignment	Formula	Accrual Needed
20 hrs/week	130 days X .0462 X 4 hrs/day	24.02 hours
25 hrs/week	130 days X .0462 X 5 hrs/day	30.03 hours
30 hrs/week	130 days X .0462 X 6 hrs/day	36.03 hours
31 hrs/week	130 days X .0462 X 6.2 hrs/day	37.23 hours
40 hrs/week	130 days X .0462 X 8 hrs/day	48.05 hours

13.2 Sick Leave Usage:

- 13.2.1 **Employee Illness:** Employees may use accrued sick leave for their own illness and doctor or dentist appointments. Illness is understood to include bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible.
- 13.2.2 **Sick Leave Use for Family Members:** Pursuant to MN Statute 181.9413, employees may use accumulated sick leave benefits for absences due to an illness of, injury to or a safety leave for the employee's child (child includes, step-child, biological, adopted and foster child) adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchild, biological grandchild, adopted and foster grandchild), grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary and on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.
- 13.2.3 **Safety Leave:** Employees may use sick leave for assistance to the employee or assistance to the relatives of an employee for providing or receiving assistance because of sexual assault, domestic abuse, or stalking. (MN Statute 181.9413).
- 13.2.4 **Limitations on Safety or Sick Leave Usage:** The District may limit the use of safety leave or personal sick leave benefits provided by the District for absences due to illness of, injury to or for a safety leave for relatives as outlined above, to no less than one-hundred sixty (160) hours in any twelve (12) month period. This does not apply to the illness or injury of a child, as defined by MN Statute 181.940, subdivision 4.

- 13.2.5 **Verification:** The District may require medical verification in the case of use of three (3) or more consecutive days of sick leave or in the case of suspected fraudulent sick leave claims.

13.3 Sick Leave Pool:

- 13.3.1 **Discontinuance of Program:** Effective upon ratification of the 2018-2020 bargaining agreement (April 10, 2019), the Sick Leave Pool benefit will end.

- a. **Distribution of Sick Leave Pool balance:** The District agrees to an equal distribution of the remaining sick leave pool balance available at time of ratification. The District agrees to disperse any remaining sick leave pool hours into the sick leave accrual of all AFSCME members who were signed up for sick leave donation as of July 1, 2018.

- 13.3.2 **Purpose:** The purpose of the Sick Leave Pool is to provide additional sick leave days to those employees suffering from a catastrophic accident or illness as verified by the employee's physician and substantiated in writing by the Sick Leave Pool Committee

13.3.3 **Qualifications:**

- a. That the employee has no accrued sick leave.
- b. To qualify for additional sick leave days from the pool employees must request and be granted a leave of absence from the Human Resources Department; and
- c. Meet one of the following criteria:
- an accident with major injury causing absence by the employee over an extended period of time that is substantiated in writing by the Sick Leave Pool Committee; or
 - a serious illness causing absence by the employee substantiated in writing by the Sick Leave Pool Committee; or
 - a serious and recurring illness causing periodic absences by the employee over an extended period of time and substantiated in writing by the sick leave pool committee.

13.3.4 **Membership.**

- a. All members of the bargaining unit as defined in this agreement who work twenty (20) hours or more per week shall be eligible to join the sick leave pool within thirty (30) working days after completing probation or during open enrollment in September and October of each school year.
- b. In order to become a member, individuals who join within thirty (30) days after date of hire must donate two (2) days and not more than two (2) days, the first year of their participation in the sick leave pool.
- c. An eligible employee, who elects to join the sick leave pool after the date of his/her first eligibility must contribute the number of hours that would have been deducted had the employee joined the pool at the initial time of eligibility, not to exceed fifteen (15) days. The sick leave pool was officially established in November 1988.

- d. AFSCME members who have accessed the sick leave pool shall remain members until they have reimbursed an equal number of days/hours as they have withdrawn from the sick leave pool.

13.3.5 Administration.

- a. The sick leave pool shall be administered by a six (6)-person committee, three (3) to be appointed by the Exclusive Representative of the employees and three (3) to be appointed by the Superintendent of Schools or her/his designee. The Committee shall meet monthly.
- b. The Committee shall present an accounting of the pool's operation to the Local 56 general membership, School Board and the administration at the beginning of each school year.
- c. The Committee shall make final determination in all cases of dispute and/or discrepancy and these determinations shall not be subject to the grievance procedure. If the Committee is deadlocked the "tie" will go in favor of granting the employee benefits.
- d. The Committee may seek a second opinion from another physician if it feels the information provided by an employee's physician is inconclusive regarding whether the employee qualifies for sick leave pool benefits.

13.3.6 Operation.

- a. A member is not eligible to use accumulated pool days until five (5) consecutive working days after the depletion of his/her individual accumulated sick leave and if the employee has a vacation balance of ten (10) days or less in each instance. A member may use earned vacation or compensatory time or go without pay during this five (5) day period, but will not accrue additional sick leave.
- b. Sick leave pool days shall be used only for personal illness of the employee.
- c. Effective July 1, 2007 a member who draws days from the Sick Leave Pool shall receive eighty percent (80%) of her/his daily rate of pay.
- d. Application, in writing, must be accompanied by verification by an employee's physician that the applicant is/was unable to work.
- e. To continue accessing the sick leave pool, after each reevaluation date the employee's attending physician's statement must be submitted to the Sick Leave Pool Chairperson.
- f. If the employee's illness goes beyond forty-five (45) days, a new application and the employee's physician's statement must be submitted to the Sick Leave Pool Chairperson.
- g. Sick leave days from the pool may be drawn for only those weeks of the school year that the member is scheduled to work.
- h. Members on non-medical leaves of absence are not eligible for benefits from the pool.
- i. Each member shall donate one (1) day and not more than one (1) day on November 1st of each school year following enrollment.
- j. Exception: In the event the hours in the pool drop below one hundred (100), an additional day will be drawn following the initial annual draw. Such

additional draw shall occur no more than two (2) times in any sick leave pool year,

- k. All days donated to the sick leave pool shall be irretrievable by the donor.
- l. In the event that a member does not have enough hours of unused sick leave at the time a deduction to the pool is required, the member shall be suspended from participating in the pool and no deduction shall be made until the member has accrued the required hours of sick leave. At that time, the member shall be reinstated in the pool and the deduction shall be made.
- m. Employees who become members of the pool and who work less than full-time shall be eligible for benefits only for the pro rata portion of the school day for which they are employed.
- n. A request to withdraw from membership in the pool must be in writing to the Committee during the open enrollment period in the month of September.
- o. New employees are not able to draw from the sick leave pool until completion of probationary period.
- p. Employees joining the sick leave pool after their first eligibility are limited to draw up to fifteen (15) days during their first year of participation in the pool. Employees joining the pool during their period of first eligibility and other employees after one (1) year in the pool may draw up to forty-five (45) days in one application. A limit of two (2) applications is allowed in one twelve (12) month period.
- q. Members drawing from the sick leave pool do not accrue sick leave or vacation time, but are eligible for insurance benefits.
- r. Effective July 1, 2007, the maximum lifetime cumulative Sick Leave Pool benefit shall be one hundred and twenty (120) working days for any AFSCME participant.

13.4 Payment For Unused Sick Leave: Employees hired prior to July 1, 2014 who have accumulated at least sixty (60) days of unused sick leave may, at their option, continue to accrue additional sick leave or receive a cash payment at the beginning of each calendar year for any unused sick leave above sixty (60) days earned but not used in the preceding calendar year at the following rate:

- 13.4.1 Accrual balance of at least sixty (60) days but less than ninety (90) paid 50% of unused sick leave accrued but not used during the preceding calendar year.
- 13.4.2 Accrual balance of at least ninety (90) days but less than one hundred twenty (120) days paid 75% of unused sick leave accrued but not used during the preceding calendar year.
- 13.4.3 Accrual balance of at least one hundred twenty (120) days paid 100% of unused sick leave accrued but not used during the preceding calendar year.

Payment for unused sick leave shall be at the employee's rate of pay on December 31 of the year the sick leave was accrued.

13.5 Sick Leave Severance:

13.5.1 General Provisions:

- a. **Employees hired on or before June 30, 2001:** Employees who terminate their employment with the District shall be paid fifty (50%) percent of their accrued sick leave balance at their rate of pay on the date of the termination of their employment, based on one of the following criteria:
 - At the age of sixty (60) and the employee has twenty (20) years of service; or
 - At any age with at least thirty (30) years of service with the District for employees in the Public Employees Retirement Association ("PERA") or Minneapolis Employees Retirement Fund ("MERF").
 - At least twenty-nine (29) years and a day of service in the Minneapolis Employees Retirement Fund ("MERF")
- b. **Employees hired on or after July 1, 2001:** employees hired after July 1, 2001 will not be eligible for severance under this provision. All employees hired after July 1, of 2001 shall only be eligible for Career Transition Trust.

13.5.2 Payment Options:

- a. **Lump Sum:** will be paid in one (1) lump sum directly to the employee.
- b. **Tax-Deferred Savings Plan:** The employee may elect to have all or part deposited into the employee's State of Minnesota Compensation Plan (457 or 403-B).

- 13.5.3 Survivor Benefits:** In the event of a qualified employee's death, severance pay deposited into a Post Retirement Health Care Savings Account (PRHCSA) with the Minnesota State Retirement System (MSRS) may be accessed by the qualified employees named beneficiary(ies) in accordance with the requirements of the plan, Internal Revenue Service Regulations, and State and Federal Laws.

13.6 Career Transition Trust:

13.6.1 Definition of Plan:

All employees hired after July 1, 2001 shall only be eligible for Career Transition Trust.

- a. Effective July 1, 2001, employees who meet the eligibility requirements may participate in Career Transition Trust by converting the allowable number of accrued sick leave hours at 100% of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligible providers selected by the District and the Union from the state of Minnesota approved list. The Career Transition Trust Plan is an employer contribution, which allows for such conversion until the employee reaches the maximum-capped deposit for the tier of benefits. The number of hours, which may be converted, is based on the accrued sick leave hours on September 1st of the year the conversion will be made.
- b. Employees may elect to participate in the Career Transition Trust plan at any time they have met the eligibility requirements for participation in 13.6.2.

- c. The total amount of dollars converted by an employee under the Career Transition Trust program is capped at \$10,000.
- d. Any hours, which have been converted into the Career Transition Trust, will not be available for use as sick leave.
- e. Employees who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

13.6.2 Eligibility for Participation in the Career Transition Trust:

a. Sick Leave Balance:

- To be eligible to convert accrued sick leave hours, employees must have a sick leave balance of at least forty (40) days on September 1st of the year of conversion.
- If the employee's sick leave hours drop below the eligibility minimum of forty (40) days, the employee's participation is suspended until the employee reaches the minimum of forty (40) days required for eligibility and participation.

- b. **Annual Enrollment:** Employees must enroll annually to participate in the Career Transition Trust. The Benefits Department will annually announce the election process and forms will be available online. All employees must submit their election to the Employee Benefits Department.

13.6.3 Deposit of benefit

- a. Payment to the State of Minnesota Deferred Compensation (457) or (403b) Plan shall be made in March of each year the employee is eligible and elects to participate.
- b. The Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96 and the Internal Revenue Service.

13.6.4 Benefit Tiers and Conversion Formula:

- a. **Annual Conversion:** The number of hours an employee may convert on an annual basis is determined by the balance of their accrued sick leave hours:
 - Employees who have an accrued sick leave balance of forty (40) days or more on September 1st may convert up to eight (8) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.
 - Employees who have an accrued sick leave balance of sixty (60) days or more on September 1st may convert up to ten (10) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

13.6.5 Survivor Benefits Under the Career Transition Trust Plan:

- a. The Career Transition Trust account shall be disbursed to the employee's named beneficiary on the basic life insurance coverage in Article 14.6 or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the school district.

Article 14 Insurance and Benefits

14.1 General Information:

14.1.1 Contract between District and Carrier: Benefits are subject to the terms of the contract between the insurance carrier and the District.

14.2 **Eligibility.** To be eligible for insurance benefits the employee must be a permanent employee paid on the pay schedule for bargaining unit employees as listed in Appendix A and Appendix B.

14.2.1 **Basic Eligibility:** The employee must be assigned and working twenty (20) or more hours per week to qualify.

14.2.2 **Leaves of Absence:** The employee on an approved leave of absence may participate in group insurance benefits subject to Article 14.3.3.

14.2.3 **Employees on Layoff:** Employees who are laid off may continue coverage at their own expense as provided by federal and state continuation coverage laws.

14.3 **Enrollment for Insurance Benefits:** The employee is automatically enrolled in life insurance. The employee must enroll to be covered by health and dental insurance. An employee may waive all or some insurance coverage by completing a waiver of coverage form.

14.3.1 **Initial Enrollment:** Employees who become insurance eligible must enroll within the first 30 calendar days of becoming eligible.

14.3.2 **Effective Date of Coverage:** Enrollment forms must be received by The Employee Benefits Office before coverage is effective. Eligible employees who begin work in August shall have coverage effective September 1. Employees starting after September 1 or who become benefit eligible after September 1 shall have coverage effective the date the enrollment forms are received in the Employee Benefit Office. Employees must be actively at work on the effective date of coverage.

14.3.3 **Leave of Absence:** Employees on paid and unpaid leaves of absence may continue health and life insurance. Employees on paid leaves of absence must pay their portion of the premium (if any). Employees on unpaid leaves must pay the full premium cost of coverage. Failure to pay the premium when due will cause coverage to lapse. Employees who allow health insurance coverage to lapse while on leave must reenroll to obtain coverage. An employee who does not reenroll within 30 calendar days of returning from leave, must wait for the next open enrollment period to enroll.

14.3.4 **Maintaining Eligibility for Employer Contribution:** The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Employees who complete their regular school year assignment shall receive coverage through August 31.

14.3.5 **Couples and Domestic Partners:** The following benefit applies only to employees hired prior to July 1, 2019. For married employees or domestic partners who are both employed by the Board of Education, one spouse or partner shall be designated by the couple to receive dependent coverage and the single premium of the other spouse or partner shall be applied toward the dependent premium of the spouse or partner receiving dependent coverage.

14.4 Health Insurance: Insurance eligible

14.4.1 District Contribution – Effective January 1, 2019:

- a. **Employee-Only:** The District will pay the total cost of the premiums towards the lower/lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premium for the other employee-only plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage.
- b. **Employee + 1:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium for the employee-plus-one plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one health plan coverage.
- c. **Family:** The District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.

14.5 Dental:

14.5.1 District Contribution – Effective January 1, 2019:

- a. **Employee-Only:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium towards employee-only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee-only dental coverage.
- b. **Employee + 1:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward employee-plus-one coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one dental coverage.
- c. **Family:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for family dental coverage.

14.6 Life Insurance:

- 14.6.1 **Basic Life Insurance:** Insurance eligible employees are automatically enrolled for \$20,000 (plus Accidental Death and Dismemberment \$20,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.
- 14.6.2 **Supplemental Life:** Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to \$100,000 in coverage. The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first 30 days of employment.

14.7 Short-Term Disability:

- 14.7.1 **No Cost:** The Short-term Disability (STD) policy is provided by MPS at no cost to AFSCME employees.
- 14.7.2 **Application for Benefits:** To be considered for STD benefits, employees who are absent from work after five (5) consecutive work days to ninety (90) consecutive work days due to illness or injury must submit a medical provider's statement to MPS' Leave Coordinator in the Total Compensation Division that includes the following information:
- a. Confirmation that the employee is under the care of a medical provider.
 - b. Diagnosis and nature of care being provided.
 - c. Date of onset of illness or injury.
 - d. Dates that the employee was seen for the current condition.
 - e. Whether or not the employee is totally disabled and incapable of working.
 - f. Expected date of return to work, if known.
- 14.7.3 **Medical Documentation:** Periodic updates from the medical provider may be required.
- 14.7.4 **Approval:**
- a. **If Approved:** The decision as to whether STD benefits will be granted is within the sole discretion of MPS. To begin receiving STD benefits, the employee must be considered totally disabled.
 - b. **If Disapproved:** If the request for STD benefits is denied, the employee may:
 - request to be paid by using accrued sick leave.
 - request an unpaid leave of absence.
- 14.7.5 **Payment Schedule:** STD provides an employee with the following payment schedule for a maximum of ninety (90) days:
- a. 6 - 60 days: 100% of base salary
 - b. 61 – 90 days: 80% of base salary
- 14.7.6 **Illness or Injury Resulting from Other Employment:** STD benefits will not be paid if the illness or injury is sustained as a result of employment outside of MPS.
- 14.7.7 **Vacation and Sick Leave Accrual:** Employees approved for STD benefits do not accrue Vacation or Sick Leave and do not receive salary increases until they return to work.
- 14.7.8 **Additional Information:** Refer to the STD Summary Plan Document for more information.

14.8 **Long Term Disability Insurance:** Insurance-eligible employees are automatically enrolled in District-paid long term disability insurance. The insurance plan replaces 60% of monthly earnings. The maximum monthly benefit is \$2,500 (\$30,000 annual maximum benefit). There is a 90 consecutive work day elimination period before benefits begin. Long term disability insurance benefits are coordinated with appropriate pension and social security benefits.

14.9 **Long Term Care Insurance:** Insurance-eligible employees may purchase long term care insurance. The Plan provider will determine eligibility. Employees may choose to have

amounts deducted from their after-tax earnings and submitted to the plan provider on their behalf.

14.10 Before-Tax Benefits.

14.10.1 **Insurance Deduction:** Premiums deducted from the employee's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefit Office, subject to Minnesota Law. If the employee is covering a non-tax dependent that portion of the benefit is taxable due to 2007 Minnesota Law that allows unmarried children who have not yet attained 26 years of age to be covered. The premiums paid by the employee, if any, are not subject to federal, state, Social Security and Medicare taxes. Reports of earnings to MERF and PERA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.

14.10.2 **Dependent Care Spending Account:** An employee may designate an amount per calendar year from earnings in which there will be no federal, state, Social Security, and Medicare taxes withheld, for dependent care (as defined in Section 125 of the Internal Revenue Code as amended from time to time) to allow the employee to work.

14.10.3 **Flexible Spending Account (FSA):** An employee may designate an amount per calendar year to be placed in the employee's Flexible Spending Account (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state, Social Security and Medicare taxes. Reports of earnings to MERF and PERA and pension deductions shall be based on gross earnings.

14.10.4 **Tax-Deferred Savings Plans:** The District will make an employer matching payment to the tax-deferred savings plans. The District payment will be made to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to Social Security and Medicare taxes. All employee contributions to the 403(b) plan are subject to Social Security and Medicare, but employer contributions to the 403(b) plan are not subject to Social Security and Medicare.

Employees should ensure tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.

a. **Employer Contributions:**

- 403(b) employer contributions are in addition to your limit
- 457 employer contributions are included in your limit
- For detailed current information concerning deferral limits, see IRS website (www.irs.gov). For current information about maximum shelter amounts, additional contributions, catch-up limits, and other details concerning 457 or 403(b) plans, consult the plans representative or website.

b. **District Match Payment:** The District shall make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. Benefits eligible

Employees enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match.

All of the following must be met:

- The District will pay an annual match payment of up to \$650.00 for employees participating in the Municipal Employee Retirement Fund (MERF)

Effective July 1, 2017, the District will increase the annual match payment to \$525.00 for employees participating in the Public Employees Retirement Association (PERA).

Effective July 1, 2019, the District will increase the annual match payment to \$750.00 for employees participating in the Public Employees Retirement Association (PERA).

- The District will match any amount of employee contributions up to the match as noted in [1] above. Beginning January 1, 2006, tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.
- Only deductions that employees defer during the match period shall be matched by the District.
- The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

- c. **Termination of Employment:** An employee who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to the tax-deferred savings plans under this Section.

14.11 Insurance for Retirees

- 14.11.1 **Eligibility:** Employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF), the Public Employees Retirement Fund Association (PERA) or the Minneapolis Teachers' Retirement Fund Association (MTRFA) are allowed to remain in the active employees health and dental group insurance plans. Also, employees who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are allowed to remain in the active employees group to age 65, subject to the administrative requirements of the District, the carrier contracts, labor agreement and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

- 14.11.2 **Premium Payment:** Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent (2%) administrative fee charged under COBRA.

- 14.12 **Liability Coverage:** The Board of Education agrees to provide a self-insured general liability program for employees covered by this agreement in the amount allowable by statute.

14.13 Reimbursement Resulting From Assault: The District shall reimburse employees of these bargaining units for the cost of replacement or repair of personal property damaged or destroyed as a result of assault or aggressive behavior that occurs while the employee is engaging in the performance of the employee's duties. The maximum reimbursement is \$250 per incident based on receipts and verification by the employee's supervisor. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability.

14.14 Reimbursement Damage To Vehicle:

14.14.1 Scope: The District shall reimburse bargaining unit employees for the cost of reimbursement for loss, damage, or destruction of personal motor vehicles on school property or while a bargaining unit employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the bargaining unit employee.

14.14.2 Reimbursement Limits: Reimbursement shall not exceed \$500 per incident (including personal property, if eligible). The bargaining unit employee must submit receipts and a police report number or an incident report number to receive reimbursement. The District upon receipt of the appropriate paperwork shall make reimbursement. The maximum amount paid per year for all incidents in the four AFSCME bargaining units shall be \$5,000 regardless of the number of individual claims submitted. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability.

14.15 Education Fund: An education fund payroll deduction for the purpose of helping AFSCME bargaining unit members save for qualified beneficiaries per the Minnesota College Savings Plan will be created effective as of the date of ratification of this contract. Deductions authorized by the employee will be made to the Minnesota College Savings Plan, an after-tax IRS plan. A 529 plan is an after-tax investment with no tax consequences on the gain as long as the money saved is used according to the established guidelines for education.

Article 15 Part-Time Benefits

A part-time employee covered by this Agreement who works twenty (20) or more hours per week shall earn the same benefits as a full-time employee on a pro rata basis.

Article 16 Educational Opportunities/Professional Growth and Development

16.1 Required Training: In the event that training is required by the Employer, the Employer shall provide such training at no cost to the employee or shall reimburse the employee for any registration fees or tuition and mileage to and from the training site and the employee's home or if during the employee's regular work day, the employees assigned work location. If such training is during the employee's regular workday, they may attend with no loss of salary.

- 16.2 **Student Support Specialists:** It is strongly encouraged that Principals and site supervisors include Student Support Specialists in staff meetings, IEP meetings, Staff Development and encourage them to participate in building site councils. In situations where the employee is asked to participate in one of these activities outside their scheduled work day, it is expected they will be offered the option of being compensated at their regular rate of pay or at their discretion choose compensatory time.
- 16.3 **Community Education:** Bargaining unit employees who attend classes offered by Minneapolis Public Schools Community Education in which ten (10) participants are already enrolled may do so at one-half (½) tuition cost provided that the first two (2) bargaining unit employees who enroll may attend at no cost. This provision is not subject to the grievance process.
- 16.4 **Media Services:** The first two (2) bargaining unit employees who register and attend classes offered by Minneapolis Public Schools Media Services may do so at no cost to the employee. This provision is not subject to the grievance process.
- 16.5 **Career Development:**
- 16.5.1 **General Statement:** The District and the Union are committed to providing opportunities and incentives, when feasible, for Union members to develop careers as teachers with the Minneapolis Public Schools. The District and the Union agree to continue to seek opportunities for collaborative efforts such as the Augsburg Reach Program, which supports Union members who wish to become teachers. It is hoped that many of the Union members recruited to pursue careers, as teachers will represent the diversity in the bargaining group and the students of the School District.
- 16.5.2 **Student Support Specialists:**
- a. **Benefits:** In an effort to promote career development for Student Support Specialists, Minneapolis Public Schools will continue to provide, for Student Support Specialists who are insurance eligible and who are on an approved leave of absence for student teaching, the benefits coverage as described in Article 14.4 Health Coverage, 14.6 Life Insurance, and 4.5 Dental Insurance.
 - b. **Sick Leave Conversion:** Those Student Support Specialists who successfully complete the transition to licensed teacher and return to the Minneapolis Public Schools will be eligible to convert their existing sick leave hours to equivalent dollar sick leave hours, based upon their new salary placement on the teachers salary schedule.
 - c. **Credit for Experience:** Beginning the 2000-01 school year, teachers hired with previous experience earned in employment within the AFSCME Council 5, Student Support Specialist, and whose work directly supported student instruction through contact with students and families shall be credited at the rate of one (1) year credit for each two (2) full years of employment in the district up to a maximum of five (5) years credit provided this experience is gained within the past ten (10) years.
- 16.6 **Professional Growth And Development:**
- 16.6.1 **General Statement:** In recognition of the invaluable services that members of the AFSCME bargaining units provide which support the enhancement of learning for the students of the Minneapolis Public Schools, AFSCME Council 5,

Local 56 and the Minneapolis Public Schools support plans which provide for the improvement and enhancement of the knowledge and skills of bargaining unit members necessary to support the mission of the Minneapolis Public Schools.

16.6.2 **Student Support Specialists:**

a. **Professional Development Plan:**

- **Goals:** The American Federation of State and Municipal Employees, Council 5 and the Minneapolis Public Schools have elected to use the Professional Development Plan (PDP) to support and enhance the performance of Student Support Specialists. If there is a District SSS Mentor, all Student Support Specialists will participate in the Professional Development Plan Process (PDP). The goals of the district's PDP process are to improve student achievement and promote collegial and professional growth.
- **Achievement Strategies:** Participation in the PDP process will achieve these goals by:
 - Focusing improvement efforts on instruction;
 - Improving peer interaction and involvement;
 - Increasing communication especially between student support specialists, administrators and teachers;
 - Increasing parent/community participation;
 - Focusing on inclusion in instruction, i.e. multicultural, gender fair, ability fair and developmentally appropriate instruction;
 - Creating an environment which promotes risk-taking and trust;
 - Sharing decisions with all of the stakeholders.
- **Purpose:** The PDP process requires employees to develop and enhance their skills in their area of responsibility. The mission of the district is to ensure that all students learn. Further, the professional development plan must support the District Improvement Agenda (DIA) and any applicable School Improvement Plan (SIP) of the site.
- **Individualized Plan:** The PDP is an individualized self-improvement plan designed by an employee and the PDP team, which consists of the employee, the principal/supervisor, peers/colleagues, and others as needed and/or desired.
- **Shared Responsibility:** Plan design for the implementation of the PDP process for Student Support Specialists is the shared responsibility of the site leadership team, the site principal, Human Resources, Teacher and Instructional Services, and other departments within Minneapolis Public Schools. Student Support Specialists will follow the schedule for PDP that is established District-wide and use District-approved PDP forms.
- **Professional Standards:** The "Standards of Effective Instructional Support for Student Support Specialists" is provided in Appendix D as a guide for Student Support Specialists in the preparation of their PDPs. It is understood that not all members of the bargaining unit currently provide instructional support and may need to modify these standards and/or

use other criteria to prepare their PDP. PDP does not apply to probationary or temporary Student Support Specialists.

b. **Tuition Reimbursement:**

- **General Statement:** In an effort to encourage all current Student Support Specialists to have a Bachelor's Degree, the district and the Union have agreed to implement a Tuition Reimbursement program for those employees hired prior to October 1, 2000.
- **Eligibility:** For eligible employees who have less than a Bachelor's Degree, who can provide proof of acceptance from an accredited educational institution and who have declared a major in education or education related field, are eligible for the Tuition Reimbursement program.
- **Reimbursement Amount:** Eligible employees may seek tuition reimbursement for up to fifty (50%) percent of eligible course not to exceed five hundred (\$500.00) dollars per individual, with a cap of five thousand (\$5,000) over the life of the contract.

16.6.3 **Secretary Training Day:** Employees working as a School Secretary and School Secretary, Senior will receive, without loss of pay, one (1) day of job-related training per fiscal year.

16.7 All provisions of this article are not subject to the grievance process.

Article 17 Leaves of Absence and Return from Leaves

17.1 **General Provisions:**

- 17.1.1 **Request and Approval:** Except as otherwise provided in this Agreement, written requests for leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in advance (except as provided for under FMLA). Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the Employer (except as provided for under FMLA). The appropriate Leave of Absence Request form is available online at the Human Resources page of the MPS website (www.mpls.k12.mn.us).
- 17.1.2 **Deduction and Accrual:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.
- 17.1.3 **Cancellation:** The Employer, upon prior notice to the employee, may cancel any approved leave of absence at any time the Employer has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

- 17.1.4 **Employment outside the District:** No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.
- 17.1.5 **Prior approval required:** Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned her/his employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the Employer that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

17.2 **Family Medical Leave Act.**

- 17.2.1 The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Eligible employees may take up to twelve (12) weeks of leave (per 12 month year as determined by District policy) to care for a spouse/child/parent, care for oneself, or due to birth/adoption of a child or foster child. To determine if a leave under the provisions of the Family and Medical Leave Act will be paid or unpaid leave of absence contact the school district Human Resources Department.
- 17.2.2 The Minnesota Parental Leave Act allows an eligible employee to use personal sick leave benefits for the illness of or injury to the employee's child "for such reasonable periods as the employee's attendance with the child may be necessary."
- 17.2.3 The employee shall return as provided for in Article 17.10.
- 17.2.4 Insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 14, Insurance and Benefits. To determine if a leave under the provisions of the Family and Medical Leave Act will be a paid or unpaid leave, contact the District's Human Resources Department.

17.3 **Parenting Leave** (Maternity, Paternity, Adoption):

- 17.3.1 **Purpose and Procedures:** A leave of absence shall be granted to an eligible employee, pursuant to the Family Medical Leave Act, for the purpose of providing full-time parental care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least forty-five (45) days prior to the beginning date of the leave. A planned date of return to duty shall also be arranged at the same time. Employees should meet with their supervisor to consider the particular needs of their position in selecting an effective date for beginning of and/or returning from such leave.
- 17.3.2 **Use of Sick Leave:** For any leave of absence for maternity, paternity or adoption, employees shall be able to access their earned sick leave during the parenting leave up to twelve (12) weeks.
- 17.3.3 **Documentation:** Documentation of date of birth or adoption shall be submitted to the Human Resources department.
- 17.3.4 **Leave in Excess of Twelve (12) Weeks:** Any leave of absence for maternity, paternity or adoption that results from the birth or adoption of a child(ren) that is medically necessary as evidenced by an attending physician's statement is

covered by the sick leave provisions of this Agreement. The attending physician's statement shall be submitted to the District concerning the medical circumstances that require the leave. Employees may access their earned sick leave during parenting leave up to twelve (12) weeks or the time specified by their physician. Leaves to care for children in excess of twelve (12) weeks that are not medically necessary may qualify as personal leaves of absence.

- 17.3.5 **Leave for Adoption:** Any parenting leave for adoption of a child(ren) that does not have documented medical need is applied toward the twelve weeks provided under the Family Medical Leave Act. For any leave of absence for adoption, employees shall be able to access their earned sick leave during the parenting leave up to twelve (12) weeks. Documentation of date of adoption shall be submitted to the Human Resources Department. Employees may use their earned sick leave for up to thirty (30) duty days, of the twelve (12) weeks of parenting leave, prior to the arrival of an adopted child(ren) when the adoption procedures include a legal requirement that the adopting parent be present. Such use of duty days need not be used consecutively.

Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption.

- 17.3.6 **Effective Dates:** The dates of commencement and termination of parenting leave shall be at the discretion of employees in consultation with their physicians, if appropriate. Employees are encouraged to meet with their supervisor in planning the effective date for beginning and/or return from such leave.

- 17.3.7 **Time Period Limits:** Leave granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year except when the expiration date would occur after April 15, in which case the leave may be extended until the first duty day for employees of the next school year, unless an earlier return date is approved by Human Resources. Failure to return to duty upon termination of leave shall be considered grounds for discharge.

- 17.3.8 **Interruption of Leave:** Upon five (5) duty days notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

- 17.3.9 **Probationary Period:** The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

17.4 Personal Leave With Pay:

17.4.1 Number of Days:

- a. **Two Personal Days:** Two (2) non-cumulative personal leave days, not deducted from sick leave, may be used for absences due to special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other leave provisions, provided that the employee gives a two (2)-week notification to their supervisor. Approval will not be required provided that the proper notification is given.
- b. **Three days charged to sick leave:** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions.

- c. **Religious Holidays:** An additional day per calendar year, charged to accrued sick leave, may be used for the observance of religious holidays not covered in Article 11, Holidays.
- 17.4.2 **Request and Approval:** Use of accrued sick leave for personal leave and religious holidays shall be granted only with the prior approval of the supervisor. Application should be made to the supervisor at least 48 hours in advance.
- 17.5 **Critical Illness or Death In Family:**
 - 17.5.1 **Death In The Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other domestic partner, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of significant others, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the death of the individual.
 - 17.5.2 **Critical Illness:** Critical illness is defined as an illness where death is impending, but recovery is possible. Employees may be granted a leave of absence for up to five (5) days in the event of the critical illness of the employee's mother, father, sister, brother, spouse, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, domestic partner, parents of spouse, or parents of domestic partner, and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness. Such leaves shall not exceed fifteen (15) days in a single contract period.
 - 17.5.3 **Critical Illness or Death of A Friend:** Employees may take up to two (2) days, to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend.
 - 17.5.4 **Pay:** Such leaves shall be with pay and shall not be deducted from the employee's sick leave.
 - 17.5.5 **Proof of Illness or Death:** The District reserves the right to require proof of critical illness or death.
- 17.6 **Military Leave:** Military leave shall be granted pursuant to applicable law. Leaves of absence granted for military purposes shall not exceed the enlistment or draft period. Employees are required to submit a copy of their orders along with a completed leave request form.
- 17.7 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such 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 at least three (3) day written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.
- 17.8 **Jury Duty:** After due notice to the Employer, employees subpoenaed to serve as a witness or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from

work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of her/his work shift, he/she shall return to work as directed by the Employer or make arrangement for a leave of absence.

17.9 Leaves Without Pay:

- 17.9.1 **General Statement:** Non-probationary employees may be granted leaves of absence without pay for reasonable periods of time, not to exceed one (1) year for any reason not otherwise provided for in this Agreement. No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.
- 17.9.2 **Supervisor's Approval:** All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in advance.
- 17.9.3 **Vacation or Sick Leave Accrual:** If the employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military reserve training leave.

17.10 Returning From Leave:

Prior to returning from a leave of absence, the employee must indicate their intent to return to the district by submitting the designated form(s) (available online at www.mpls.k12.mn.us). All employees returning from a leave other than medical or military leave shall submit the designated form(s) to the Human Resources Department by March 15th prior to the year returning. If returning from a leave of six months or less, the employee shall contact the principal/supervisor and obtain their signature acknowledging that they are aware of the employee's intent to return. Employees returning from a medical or maternity leave shall submit the designated form(s) indicating their intent to return to work, along with the appropriate form(s) from their physician indicating that they have medical clearance to return to work. Employees returning from a military leave shall submit the designated form(s) indicating their intent to return to work, along with the appropriate form(s) indicating that they have clearance to return to work.

- 17.10.1 **Position Upon Return from Leave:** Any employee returning from an approved leave of absence as covered by this article who has complied with all the conditions upon which the leave was approved shall return as follows:
 - a. **Six Months or Less:** Employees returning from leaves of absence of six (6) months or less shall be guaranteed a return to the specific position they held prior to the leave contingent upon the position's continued existence. In the event that the specific position no longer exists, the employee shall be placed on intermittent status pending appointment to a permanent position through the lateral transfer process as described in Article 18.1.
 - b. **More Than Six Months:** In the event that the leave of absence is more than six (6) months, the District may choose to hold the position or not. If the position is not held, the employee returning from leave may bid on positions as per Article 18.1 of the bargaining agreement.
- 17.10.2 **Changes in Dates:** Changes in dates planned for commencement or termination of leaves must be requested in writing at least ten (10) duty days prior to the originally scheduled date. The effective date of return to work shall be determined based on mutual agreement of the employee and the

supervisor, but shall be no later than ten (10) duty days following receipt of the request for change.

- 17.10.3 **Salary upon Return:** The salary rate for an employee reinstated following a leave of absence shall be the rate the employee held at the time the leave was granted unless the employee is eligible for a rate adjustment pursuant to Article 8 – Salaries.

Article 18 Transfer and Reassignment

- 18.1 **Voluntary:** A voluntary transfer is a change to a different position. The following transfer procedures must be followed prior to filling a vacancy through other means. A copy of the vacancy shall be available on-line.

- 18.1.1 **Eligible Applicants:** The following individuals may be considered for a voluntary transfer to a new position:

- a. **Internal Applicants within the Classification:** In all classifications, the existing vacancy is posted on-line for five (5) working days during the student school year and ten (10) working days during the summer for application by eligible permanent employees within the classification posted.
- b. **Internal Applicants outside of the Classification:** Interested permanent employees outside of the classification posted, may also apply for the position during the posting period. This would include those employees interested in a promotion.
- c. **Probationary Employees:** Employees will not be considered for voluntary transfer while on probation unless their position is excessed.

- 18.1.2 **Process for Selection:** Once the posting period has closed, the following process will be followed in considering and selecting the successful applicant:

- a. **Step One: Interview of three (3) most senior employees within the Classification:** The site will interview the three most senior employees (according to District seniority) from among the applicants within the classification who have applied during the posting period (See #1 above). If there are fewer than three applicants within the classification, the site will interview the two most senior employees or if there is only one applicant within the classification, the site will interview that employee.

Once the interview process has concluded, the most senior applicant who meets the site's needs as determined by the principal, administrator, designee and/or site team will be recommended to Human Resources for hire. If the site elects not to hire one of the three most senior applicants, Human Resources will confer with the Union. After conferring with the Union, the position may be filled from the candidate pool.

Those not selected for the position may request in writing a written statement as to the reasons for non-selection, which will be provided within a reasonable time.

- b. **Step Two: Consideration of Employees on Layoff:** If there are fewer than three applicants within the classification and (as determined by the principal, administrator, designee and/or site team) no applicant interviewed under a) above is to be selected for the position, the names of all eligible employees on the recall list for the classification will be referred to the site for an interview. If there are employees on the recall list, selection must be made from this group
 - c. **Step Three: Consideration of Other Applicants:** If there are fewer than three applicants within the classification and/or on the recall list (as determined by the principal, administrator, designee and/or site team) no applicant interviewed under a) or b) above is to be selected for the position, the names of one or more other internal applicants deemed to be qualified by Human Resources, will be referred to the site for an interview.
 - d. **Step Four – Candidate Pool:** If, after the interview process in a) through c) above, no internal or recall-eligible applicant meets the site's needs (as determined by the principal, administrator, designee and/or site team), Human Resources will move to the candidate pool. For promotional positions Human Resources will confer with the union prior to moving to the candidate pool.
 - e. **Acceptance of Offer:** Employees who have been offered a position under Steps one through four above have 48 hours to accept or decline the offer. An employee who fails to accept or decline within this time period will be deemed to have declined the offer.
- 18.1.3 **Excessed Placement:** Excessed employees who do not secure a position through voluntary transfer will secure a position during excessed placement using their district seniority as outlined in Section 18.7.
- 18.1.4 **One Voluntary Transfer per School Year:** After having passed probation, each AFSCME employee may voluntarily transfer once each school year.
- 18.1.5 **Date of Transfer:** The maximum waiting period between acceptance and movement to the position will be two (2) weeks. If there is a need to make an exception to this waiting period, the date of transfer will be arrived at by mutual agreement between the Union and the District.
- 18.1.6 **Compatibility Period:**
- a. **General Description:** Any employee so transferred will be given a thirty (30) work day "compatibility period" in the position, during which time either the employee or person in charge may request termination from the position, subject to approval of the Employee Relations Department. The parties may agree upon a fifteen (15) work day extension of the compatibility period based on their agreement that a reasonable expectation exists that the employee will be successful upon completion of the extension. Formal job improvement targets shall be set by mutual agreement which will be used to determine the employee's status at the end of the extension. Such extensions are subject to the approval of the Employee Relations Department. If an employee is placed on intensive assistance during the compatibility period, the employee will not be reassigned to another position.

- b. **Expectations & Assessment:** At the beginning of the compatibility period, the supervisor in charge and the employee will meet to review written job duties and expectations for successful completion of the compatibility period. After fifteen (15) work days and at the end of the thirty (30) day period, the supervisor in charge and the employee shall meet to assess whether or not the employee has met or is meeting the expectations.
- c. **Advance Notice of Reassignment:** A two (2) week notice in writing will be given in the event that the employee or supervisor in charge intends to request reassignment.
- d. **Right to Meet:** If desired, arrangements may be made for a joint meeting with the concerned parties and a representative from the Union, and the Human Resources Employee Relations Department, upon receipt of a letter from either the employee or person in charge stating reasons for dissatisfaction at any time during the compatibility period.
- e. **Employee Options:** The bargaining unit employee who is affected by this section will then have the following options:
 - **Return to previous position.** The employee may return to the previous position if it is available with the approval of the supervisor;
 - **Voluntary Demotion:** The employee may voluntarily demote to an existing vacancy in a lower classification. Employees selecting this option shall be notified in writing that this is a permanent action and that their salary will be adjusted as per Article 8.6 of this Agreement;
 - **Intermittent Status:** The employee may accept intermittent status pending permanent placement within their current classification; a person on intermittent status may be considered for a vacancy as part of the lateral voluntary transfer process. If the employee has not been permanently assigned as of the next end of the school year bidding session, the employee will be placed on the recall list for that classification.

18.1.7 Combined (Concurrent) Positions:

- a. **Conditions:** Employees whose work schedule totals less than forty (40) hours per week may apply for posted positions which are less than full-time with the intent of adding hours to their current positions two (2) times per school year. If the employee retains her/his original position and only adds hours, such addition shall not be considered as her/his one (1) voluntary transfer in a school year.
- b. **Approval and Employee Rights:** All proposed combinations of positions are subject to approval of the Human Resource Department. The resulting combined position becomes that individual employee's permanent assignment.
- c. **Total Hours:** In no event may an employee's total number of hours exceed forty (40) hours per week.
- d. **Reduction in Hours:** In the event any portion of the employee's assignment is reduced or the hours become incompatible, the employee will have the option of excessing themselves from their entire position or only that portion of the position that is being changed. Such employees will be considered as excessed and Article 18.7 shall apply.

- e. **Separation from Position:** In the event an incumbent leaves a combined position for any reason, the individual pieces of the position shall be posted as per Article 18.1.
- 18.2 **Promotion:** A promotion is a change to a different classification at a higher salary grade through the application process as outlined in Article 18.
- 18.2.1 **Promotion-Only Positions:** The following classifications are promotional only and open solely to bargaining unit members except as provided below:
- Account Clerk Senior
 - Account Clerk Specialist
 - Information Assistant
 - Mail Room Service Clerk
 - School Secretary
 - School Secretary Senior
 - Software Support Assistant
- 18.2.2 **Candidate Pool:** When Human Resources is unable to fill one of these positions through the voluntary transfer process in Article 18, it is agreed that, after conferring with the Union, the position may be filled from the candidate pool.
- 18.2.3 **Salary upon Promotion:** The salary for the successful candidate shall be set as defined in Article 8.7 of this Agreement.
- 18.2.4 **Probationary Period for Promotions:**
- a. **Length:** Permanent AFSCME employees who obtain promotions to new classifications must serve a probationary period of sixty-five (65) workdays to be certified to the new position.
 - b. **Performance Review:** During the probationary period the supervisor shall conduct a minimum of one (1) performance counseling review of the employee's performance. Should the supervisor decline to certify the employee in the new title, such action is not grievable pursuant to Article 19 of the Agreement.
 - c. **Employee Not Certified:** If the employee is not certified to the new classification, the employee will apply for a position in the previous classification or will be assigned to a position that has not been filled through the voluntary transfer process. The employee will not have the option of declining a position of "like" status. If there is no vacancy in the previously held classification, the employee has two options:
 - **Intermittent Status:** Accept intermittent status pending permanent placement within the previously held classification; a person on intermittent status may be considered for a vacancy after the voluntary transfer process is completed, or
 - **Layoff:** The employee may opt to be placed on a lay off list in the most recently held classification in seniority order. The employee remains on the recall list until the mutually determined date when the employee who has not been placed shall be considered excessed. Placement from the recall list shall be done according to Article 18.7.

- 18.3 **Administrative Transfer:** If it is deemed to be in the best interest for the building and staff that an employee should be moved or transferred from any building, the supervisor may recommend the transfer to the Human Resources Department. The Human Resources Department will review the recommendation with the appropriate supervisor and take the necessary action. This will be discussed with Local No. 56 before such move is made.
- 18.4 **Transfers Out of AFSCME Bargaining Units:** Employees covered by this contract who transfer or promote into other District positions outside of AFSCME bargaining units will retain their district and classification seniority within AFSCME bargaining units for a period of two (2) years. Employees who wish to return to an AFSCME represented position within two (2) years will be placed on a recall list for the classification they last held provided they were permanent in the position and left the bargaining group in good standing. They do not possess bumping rights.
- 18.5 **Job Study And Reclassification:**
- 18.5.1 **Individual Employee:** When an individual position is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employee shall be appointed to the reclassified position if the incumbent has been in the existing position for a minimum of six (6) months as a permanent employee provided that if the incumbent is classified as an intermittent or detailed employee, the position must be posted. The salary of the reclassified employee shall be as defined in Article 8.11. The employee's date for step increases shall be determined by the date the completed job study request was submitted to the Employee Relations Department.
- 18.5.2 **Group Reclassification:** When a group of individuals in a classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified positions if the incumbents have been in the existing positions for a minimum of six (6) months as permanent employees provided that if any incumbents are classified as temporary, intermittent or detailed employees, the position(s) must be posted. The employee's date for step increases shall be determined by the date the completed job study request was submitted to Human Resources.
- 18.5.3 **Individual Not Included in Job Study:** If an individual employee is not included in a job study to which they feel they should have been included, said employee may submit a written request to be included in the original job study. Said employee must submit verification that they met the qualifications of the upgrade at the time of the original job study. The employee's date for step increases shall be determined by the date the completed job study request for the group was submitted to Human Resources.
- 18.5.4 **Reclassification of Entire Job Classification:** In the event that an entire job classification is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of work performed to a classification providing a higher maximum salary, no vacancies shall be deemed to have been created. Upon reclassification, permanent incumbent employees shall be appointed to

the reclassified positions. In the event that minimum requirements for the position change, incumbents on probation may be required to meet the new requirements within a period of time mutually agreed to by the District and the Union. Individual positions held by incumbents classified as intermittent or detailed employees must be posted. The salary of reclassified employees shall be as defined in Article 8.11. The seniority date for reclassified employees shall remain the same as that held prior to reclassification. The anniversary date for step increases for reclassified employees shall be set based on the date the completed job study request is submitted to Human Resources.

- 18.5.5 **Denial of Reclassification:** If the reclassification is denied, the employee has the right to appeal the decision. The District will review the job study and make a final determination. If the decision is upheld, the employee must wait 24 months before requesting another job study. Another job study may be considered sooner if the supervisor can show a substantial change in the position since the last job study.

18.6 **Excessing:**

- 18.6.1 Excessing exists when a position is abolished or decreased staff is required due to a reduction in workforce or a department/site reorganization.
- 18.6.2 When excessing exists, the Human Resources Department is advised as to the amount of the departmental excessing by classification and determines through seniority the employee(s) who is excessed.
- 18.6.3 The excessed employee is the person with least District seniority in that classification assigned to the school, program or department where the excess exists provided that all temporary or detailed employees will be excessed first. Written notice of excessing will be given to the employee at their current work assignment at least ten (10) business days prior to the effective date of the excess.
- 18.6.4 When a position is reduced in hours per week or weeks per year or both, the following steps will be taken:
- a. The incumbent is offered the option of retaining the reduced position on a voluntary basis.
 - b. If incumbent declines the reduced position, the old position will be canceled; thereby, excessing the incumbent and the regular excessing rules and procedures will be applied so that the least senior employee of like status be affected.
 - c. The established rules to fill a new position would then be applied to the reduction.
- 18.6.5 For the purposes of this section, seniority is defined as in Article 3.8 of this Agreement.

18.7 **Placement of Excessed Employees:**

- 18.7.1 **Positions Held For Placement:** After a mutually agreed upon date between Human Resources and the Union each year, all positions which become vacant will be held for the 12 month excessed placement session. Twelve (12) month employees will be placed first followed by school year employees.

- 18.7.2 **Placement:** Excessed employees who do not secure a position through the voluntary transfer process will attend an excessed placement session. Those excessed employees in attendance, or their designated union representative, will claim positions in their excessed classification in seniority order. If there is a position of like status, the employee must accept the position. If there is not a position of like status available, the employee may choose a position within classification of less hours or choose to be placed on intermittent status. Excessed employees who are not in attendance will be placed in vacancies remaining from the in-person placement session in seniority order (District Seniority) by the Labor/Management Placement Committee which is comprised of representatives from the District, AFSCME Union, and Principals' Forum. Employees displaced through the excessed placement process will be automatically placed on intermittent status unless the affected employee provides, in advance, a written statement of their preference to be laid off instead.
- 18.7.3 **Bundling of Positions:** An excessed employee claiming two or more positions in the excessed placement session may request of the Human Resources Department that the positions be bundled together into a single position.
- 18.7.4 **Priority of Laid Off Employees:** A permanent employee laid off from his or her current classification, has District seniority over employees in a previously held classification, and has passed probation in that previously held classification is eligible to claim a position through the excessed placement session for the previously held classification,

18.8 Recall:

- 18.8.1 Employees who are on lay off within each classification prior to a mutually determined date each year shall be on a recall list in District seniority order. Employees shall remain on the recall list for two (2) years.
- 18.8.2 For the purposes of this Section, employee is defined to include part-time employees.
- 18.8.3 Employees on the recall list shall be notified in writing of an available vacancy for which they are eligible for recall.
- 18.8.4 For the purpose of this section, seniority is defined as in Article 3.8.1 of this agreement.

18.9 Intermittent Status:

- 18.9.1 **Definition:** Intermittent status is available for employees who have been identified for layoff.
- 18.9.2 **Salary:** The salary of an intermittent employee shall be set at the step of the intermittent classification which is closest to, but not less than his or her current salary, but in no event more than the top step of the intermittent classification.
- 18.9.3 **Permanent Positions:** An Intermittent employee must seek a permanent position by doing the following:
- The employee must apply for vacancies of like status as they are posted in order to secure a new position.
 - It is the employee's responsibility to make sure Human Resources has the employee's current home address and phone number.

- c. If the employee is offered and refuses a permanent position of like status, he/she will be laid off and placed on the recall list.
- 18.9.4 **Temporary Assignments:** Intermittent employees will have priority for placement before temporary employees. They shall have the right to, if qualified, displace a temporary employee including those hired outside the Human Resources hiring process, if there are no vacant temporary positions. Intermittent employees must accept temporary assignments while on intermittent status.

While on intermittent status, employees must accept temporary assignments by doing the following:

 - a. The employee must stay in contact with Human Resources regarding temporary assignments until she/he accepts a permanent position.
 - b. The employee is not guaranteed to receive an assignment or to have an assignment in any particular geographic area.
 - c. The employee must accept assignments that are offered. Failure to do so may result in her/his placement on the recall list and he/she may not be called for further temporary assignments.
 - d. Once the employee has accepted a temporary assignment, she/he is expected to stay in it as long as it is available or until she/he has secured a permanent position. If said employee is unable to report to work at her/his temporary assignment, she/he must contact the site directly.
- 18.9.5 **Limitation on Intermittent Status:** In any single incident, employees may not stay on Intermittent Status for a period greater than twenty-four (24) consecutive months. Within the parameters of the Collective Bargaining Agreement, there are no limitations on the number of times an employee may elect Intermittent Status.
- 18.10 **Closing of Schools:** When a school, department or program is closed, all employees assigned to that school are considered excessed as per Section 18.6.
- 18.11 **Merger or Division of Schools, Department, or Programs:**
 - 18.11.1 **Number of Available Positions:** When schools, programs, or departments are merged or divided, the number of available positions in the merged school or program shall be determined by the Board of Education.
 - 18.11.2 **Assignment:** Employees who were assigned to the merged or divided schools, programs, or departments immediately preceding the merger or division shall be assigned in order of seniority by the principal or supervisor of the merged or divided schools, programs or departments.
 - 18.11.3 **Excessing:** Unassigned employees will be excessed. Such employees fall in Section 18.7, Placement of Excessed Employees
- 18.12 **Modified Duty Assignments:**
 - 18.12.1 **Eligibility:** Any employee of the Board of Education who has work restrictions verified by a physician may be placed temporarily into vacancies which meet the restrictions determined by the physician or the employee's qualified rehabilitation counselor (QRC).
 - 18.12.2 **Salary:** Employees assigned under the provisions of this article shall be paid the salary of the position into which they are detailed as defined in Article 8 of the

collective bargaining agreement. Eligible employees will receive worker's compensation benefits to meet the statutory requirements.

- 18.12.3 **Return to Work:** When an employee is determined fit for return to duty to the previously held classification, the employee will be placed permanently according to the provisions of the applicable collective bargaining agreement or civil service rules if the contract is silent. Employees represented by the Union who have been on a medical leave or worker's compensation leave of less than 6 months would be reassigned to the position held prior to the medical leave. Employees returning from leave of longer than 6 months may be placed according to the provisions of Article 17.10, Leaves, or Article 18.7, Placement of Excessed Employees.
- 18.13 **Relocation of Program, Department, or School:** When a program, department, or school is relocated intact to another site, employees assigned to that program, department, or school shall remain assigned to that program, department, or school.
- 18.14 **Fresh Start:** When a school is determined to be "fresh start" all the employees of this bargaining unit at that site shall be considered excessed.

Article 19 Grievance Procedure

- 19.1 **Purpose:** The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances. For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms in this Agreement,
- 19.2 **Civil Service Commission Hearing Option:** Under the Minnesota Public Employees Labor Relations Act, employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions. In such cases, the Civil Service Commission will not conduct a hearing nor enter into the process. Similarly an employee who chooses to appeal a disciplinary action to the Commission waives his/her right to file a grievance through a contract.
- 19.3 **Definition of Terms:** Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.
- 19.4 **Time Limitation And Waiver:**
- 19.4.1 **Valid Grievance – Requirements:** Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) work days after the event giving rise to the grievance occurred. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event-giving rise to a grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance.
- a. **Options:** If the District fails to reply in writing within the stated time periods, the Union may move the grievance to the next step outlined in the

procedure below. Time lines listed in the grievance procedure may be waived by mutual written agreement of the parties.

19.5 **Adjustment Of Grievance:** The District and the Union shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

19.6 **Step 1**

19.6.1 The employee may, with or without her/his union steward, informally discuss the grievance with their principal or immediate supervisor.

19.6.2 If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing by the Union Representative and submitted to the principal or supervisor with a copy to the Employee Relations Department. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) workdays after the event-giving rise to the grievance. The supervisor shall respond in writing to the grievance within five workdays following submission of the written grievance.

19.7 **Step 2**

19.7.1 If the supervisor's written answer is not acceptable to the Union, the Union will forward a copy of the written grievance along with the reasons why the Step 1 response is not acceptable to the Employee Relations Department, Contract Administrator within ten (10) work days following receipt of the Step 1 response. A meeting will be scheduled among representatives of the District and the Union within five (5) workdays following submission of the written grievance to the Employee Relations Department.

19.7.2 Within ten (10) work days following the Step 2 meeting, the District shall submit a written reply to the grievant and the union. If the District fails to reply in writing, the Union may request arbitration in accordance with Step 3 of this procedure.

19.8 **Step 3**

19.8.1 If the grievance is not resolved in Step 2, the Union may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the Union of the District's written reply to the grievance.

19.8.2 Either party (District or Union) may submit the grievance to non-binding grievance mediation through the Bureau of Mediation Services before proceeding with selection of the arbitrator.

19.8.3 The District and the Union may select a mutually acceptable arbitrator. If not able to do so, the Union may request a list of at least seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, which shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement. Fees and expenses of the arbitrator shall be divided equally between the Districts and the Union.

Employee Discipline

- 19.9 **Time Limitations mandatory:** The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the Union.
- 19.10 **Alternative Remedies:** Nothing in this bargaining agreement shall prevent an employee from pursuing both a grievance under the Collective Bargaining Agreement and other remedies including, but not limited to, a charge of discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Article 20 Employee Discipline

- 20.1 **Just Cause:** The District shall discipline employees only for just cause. All discipline may be appealed through the grievance procedures as contained in Article 19 of this Agreement.
- 20.2 **Progressive Discipline:** The principle of progressive discipline shall be applied when appropriate.
- 20.3 **Investigations:**
- 20.3.1 **Right to Union Representation:** The District will inform the employee of his or her right to have a Union representative present during investigations, which may lead to discipline and meetings at which discipline is issued.
 - 20.3.2 **Nature of Allegations:** Employees and the Union shall be notified of the general nature of the allegations against them prior to an investigatory interview.
 - 20.3.3 **Status of Investigation:** Upon request, employees shall be informed of the status of any investigation for which they are the subject, and shall be notified when an investigation concludes with any findings related to the investigation.
- 20.4 **Notification:** Notification of disciplinary action will be provided to the employee in writing and will be sent via email, or by regular mail when the employee does not have access to District email.

Article 21 Non-Discrimination

- 21.1 **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance. The District agrees to ensure alignment of this provision with applicable laws and District policies.
- 21.2 **Union Membership and Activity:** The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no discrimination,

interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

- 21.3 **Discrimination Reporting:** Anyone having concerns about possible discrimination in the workplace should contact the Office of Equality and Civil Rights.

Article 22 Alternative Dispute Resolution

Many disputes arise that do not meet the definition of a grievance but have adverse impact on the work environment (for example, a personality conflict). The current recommended process for employees is to:

1. Discuss the conflict with the person directly, if possible;
2. Talk with the supervisor and request intervention;
3. If you cannot resolve the issue, the supervisor and/or the Union steward can be asked to intervene and/or mediate; and
4. If resolution cannot be reached, the Executive Director for each department, or Area Superintendent for your school, may be contacted.

Such disputes might be considered candidates for conflict resolution. A joint/labor management committee will be established to develop an alternative dispute resolution process to address conflicts that are not covered by the contract and/or district policies. Within 30 days of ratification of the contract the committee will convene.

Please note: all employees are expected to conduct themselves at the highest level of professional behavior at all times. Nothing in this section shall be construed as limiting these standards.

Article 23 Personnel Files

- 23.1 **Minnesota Data Practices Law:** It is recognized that all employee files are subject to Minnesota Data Practices Law, including but not limited to:

- The main personnel file kept at Human Resources.
- Any personnel file kept at the building level and/or departmental level.
- Any file maintained by a supervisor.

- 23.2 **Materials in files:** The supervisory file shall contain positive data regarding the employee's performance, as well as initial minor infractions, irregularities, or deficiencies. Any minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

- 23.2.1 **Right to Maintain Files:** The parties mutually recognize that the District does have the right to create and maintain supervisory files on individual employees.

- 23.2.2 **Right to Review:** It is also required that upon request of the employee, that employee shall have the right to review the supervisory file. Upon reviewing of the supervisory file, the employee shall have the right to write a response letter

to the supervisor. The supervisor shall have the discretion of placing the employee's response letter in the supervisory file.

23.2.3 **Copies and Written Response:** Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein.

23.2.4 **Uninvestigated or Unsubstantiated Allegations:** Allegations that have not been investigated or substantiated shall not be placed in the employee's personnel file.

23.2.5 **Evidence in Disciplinary Action:** Only the personnel office record may be used as evidence in any disciplinary action or hearing. This does not limit; restrict or prohibit the District from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

23.3 **Employee/Union Access to File:** The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee.

23.4 **Removing Materials from File:** Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

23.4.1 A written reprimand provided that no further disciplinary action has been taken against the employee for three (3) years from the date for the written reprimand;

23.4.2 A written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for four (4) years from the effective date of the suspension;

23.4.3 Materials removed pursuant to this section shall be provided to the employee.

Article 24 Summer School and After School Programs

24.1 **Posting:** Summer school positions will be posted on the District's website.

24.2 **Rate of Pay:** A certified employee who is hired to work summer school in the same classification as assigned during the regular work year shall be paid at the same rate of pay for that classification as they received for the regular work year. When assigned to work in a classification other than the classification to which assigned during the work year, the employee will be paid the rate of pay of the classification to which assigned for summer school.

24.3 **Assignment Priority:** Bargaining unit employees regularly assigned to school site assignments during the regular school year shall have the opportunity to work in summer school before non-Minneapolis Public School employees are assigned. Exceptions may be made when special requirements are necessary for assignment to a program with prior approval of Human Resources. This provision is subject to the grievance process but not arbitration. Employees who are not selected are put into a pool to be hired for summer school before temporary employees.

24.4 **Additional Hours:** For After School Programs additional hours will first be offered to permanent employees at the site. If the additional hours make the employee benefit

Temporary Employment

eligible, the site must post the position. The additional hours cannot put the employee into overtime.

Article 25 Temporary Employment

- 25.1 **Definition:** Temporary employees shall be used if a position exists that is expected to last less than six (6) months, if a position is vacant pending appointment from an eligible list, or as a replacement for a permanent employee on authorized leave of absence.
- 25.2 **Time Limit:** The term of said appointment shall not exceed six (6) calendar months except that an extension may be requested up to an additional six (6) months in the event that the temporary employee is serving as a replacement for a permanent employee on authorized leave of absence.
- 25.3 **Appointment:** Appointment of temporary employees shall be processed through the Human Resources Department.
- 25.4 **Salary:** The salary of temporary employees shall be set at not more than the first step of the classification. However, exception may be made for retired employees.
- 25.5 **Benefits:** Temporary employees are not eligible for any contract benefits.
- 25.6 **Right to Permanent Position:** Temporary employees do not have the right to be "grandpersoned" into a vacant bargaining unit position or to fill a vacant bargaining unit position on a permanent basis.

Article 26 Miscellaneous Provisions: Student Support Specialists

- 26.1 **Representation At Job-Related Functions:** Student Support Specialists will be allowed reasonable representation at special workshops, conventions and visitations related to their job within budgetary allocations for this purpose.
- 26.2 **Unemployment Insurance:** Student Support Specialists will be eligible for unemployment insurance in accordance with state statutes.
- 26.3 **Preparation Time:** Time will be allowed for preparation during the defined working day to fulfill the responsibilities as stipulated and assigned in the Human Resources position description.
- 26.4 **Substitute Service:** The District and the Union will pilot the substitute services program for Student Support Specialists. The Student Support Specialists' substitutes will be paid at a flat rate of \$15.00 per hour not to exceed a six (6) hour day. The pilot program will be implemented at two (2) Elementary Schools, two (2) Middle Schools and two (2) High Schools (sites to be determined). The substitute service will provide for up to three (3) days of absence per Student Support Specialist. The only substitutes used for the service will be on a pre-approved list provided by the Human Resources Department. The Human Resources Department will be responsible for the approval and dissemination of funding for this pilot program. The parties for future use will evaluate the budget for the program in the collective bargaining agreement with the option of district wide implementation. This provision is not subject to the grievance process.

26.5 Lane Changes:

- 26.5.1 **Based on College Credits:** Lane advancement on the Student Support Specialist salary schedule shall be based on college credits earned after the initial date of employment. The program supervisor must approve credits for lane changes in advance.
- 26.5.2 **Credit Requirements:** Each movement from lane to lane will require fifteen (15) additional quarter credits (semester credits are converted with 1-semester credit equals 1.5-quarter credits). Workshops and in-service programs may be converted to quarter credits as approved by the program supervisor.
- 26.5.3 **Effective Date:** The lane change is effective the date the application is received in the Human Resources Department.

Article 27 No Strike/No Lockout

- 27.1 It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement including any extensions of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 27.2 Employees covered by this Agreement will not be expected to perform duties usually performed by employees who may be engaged in a work stoppage as defined above or any other employees. The Board of Education agrees not to prevent employees covered by this Agreement from performing their usual duties so long as this Agreement, including any extension of this Agreement, is in effect. However, both parties recognize that a work stoppage, as defined above, by employees in other bargaining units may force the Board of Education to close some or all of the District activities and that layoffs of employees covered by this Agreement may occur. In such event, the provisions of Article 18 shall not be operable.

Article 28 Severability Clause

- 28.1 If any provision of this contract or any application of this contract to any member of the units or group of members in the units shall be found contrary to federal or state law or city ordinance, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The provision found to be contrary to federal or state law or city ordinance should be renegotiated by the parties.

Article 29 Complete Agreement

- 29.1 **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement except by mutual Agreement.

- 29.2 **Civil Service Rules:** The parties to this Agreement expressly recognize that certain terms and conditions of employment are governed by the Rules of the City of Minneapolis Civil Service Commission and that the Rules of the City of Minneapolis Civil Service Commission (December 31, 2001 edition), except where specifically superseded by this Agreement, shall be considered to be part of this Agreement. Both parties agree that they will abide by those Rules for the term of this Agreement and any extensions thereof. The parties agree that if the Civil Service Commission changes or adds to its Rules in such a way as to conflict with any express provision of this Agreement, the terms of this Agreement shall prevail. In the event that the Board of Education severs its ties to the City of Minneapolis Civil Service Commission, the Civil Service Rules as most recently in effect prior to severing of such ties shall remain in full force and effect for the duration of the agreement.

Article 30 Duration of Agreement

This agreement shall be in force and effect for twenty-four (24) months from July 1, 2018, and ending June 30, 2020, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the agreement is served by either party upon the other party sixty (60) days prior to the 30th day of June, 2020.

IN WITNESS THEREOF, the parties hereto have executed this contract.

SPECIAL SCHOOL DISTRICT NO. 1


Kim Ellison (Jul 6, 2020 16:23 CDT)

Chairperson of the Board of Education

APPROVED
April 16, 2019
Board of Education Meeting


Cherese Williams (Jul 6, 2020 13:02 CDT)

Chairperson of the Board of Education
Negotiating Committee

Jul 6, 2020

Date

**BOARD OF EDUCATION EMPLOYEES LOCAL 56 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 5**


Jessica N. Burton (Jun 29, 2020 12:51 CDT)

Business Representative

Jun 29, 2020

Date


Janice Lloyd-DeWolf (Jun 29, 2020 13:30 CDT)

Bargaining Team Member

Jun 29, 2020

Date


Vicki Smith (Jul 1, 2020 18:05 CDT)

Bargaining Team Member

Jul 1, 2020

Date


David L. Bard (Jul 2, 2020 10:33 CDT)

Bargaining Team Member

Jul 2, 2020

Date

Appendix A Salary Schedule, July 1, 2018 – June 30, 2020

Grade	1	2	3	4	5	6	7	8	9	10
A1	15.28	15.72	16.18	16.65	17.12	17.62	18.11	18.47	18.84	19.22
A2	16.04	16.51	16.99	17.49	17.99	18.51	19.02	19.40	19.79	20.18
A3	16.45	16.93	17.43	17.92	18.45	18.98	19.51	19.90	20.30	20.70
A4	17.29	17.78	18.30	18.83	19.38	19.94	20.49	20.90	21.32	21.74
A5	17.71	18.23	18.75	19.29	19.85	20.44	21.00	21.42	21.85	22.29
A6	18.15	18.69	19.23	19.78	20.36	20.95	21.53	21.96	22.40	22.85
A7	18.60	19.14	19.70	20.27	20.85	21.47	22.05	22.49	22.94	23.40
A8	19.07	19.62	20.19	20.78	21.37	22.00	22.61	23.06	23.52	23.99
A9	21.05	21.66	22.29	22.93	23.60	24.29	24.95	25.45	25.96	26.48
A10	22.12	22.75	23.41	24.09	24.79	25.50	26.21	26.73	27.27	27.81
A11	23.23	23.91	24.61	25.32	26.04	26.80	27.54	28.09	28.65	29.23
A12	23.81	24.51	25.21	25.94	26.70	27.46	28.21	28.77	29.35	29.94
A13	24.41	25.11	25.85	26.60	27.37	28.15	28.93	29.51	30.10	30.70
A14	25.02	25.75	26.49	27.26	28.04	28.86	29.67	30.26	30.87	31.49
A15	25.65	26.39	27.14	27.94	28.75	29.58	30.41	31.02	31.64	32.27
A16	26.29	27.04	27.83	28.64	29.47	30.30	31.15	31.77	32.41	33.06
A17	26.93	27.73	28.53	29.36	30.19	31.07	31.94	32.58	33.23	33.89
A18	27.61	28.42	29.23	30.08	30.95	31.86	32.74	33.39	34.06	34.74
A19	28.30	29.12	29.96	30.83	31.73	32.65	33.55	34.22	34.91	35.60

Appendix B1 Active Job Classifications - Alphabetical

Account Clerk	A5	Mailroom Service Clerk, Lead	A5
Account Clerk Senior	A6	Materials Handler	A4
Account Specialist	A14	Materials Handler, Senior	A8
Accounts Payable Specialist	A14	Office Assistant	A4
Accounts Payable Specialist, Senior	A16	Office Specialist	A5
Alcohol & Drug Technician	A11	Office Specialist, Due Process	A6
Coordinator, Go To Student Pass Program	A19	Office Specialist, Medical	A6
	A19	Office Specialist, Senior	A6
Curriculum Assets Assistant	A11	Radio Announcer	A12
District Communications Center Specialist	A10	Radio News Program Director	A14
	A10	Radio Station Music Director	A14
District Communications Center Specialist, Senior	A11	Radio Traffic Management Coordinator	A10
Environmental Health & Safety Specialist	A17	School Secretary	A7
Fleet Data Management Specialist	A9	School Secretary, Senior High	A8
Fleet Hardware Systems Technician	A13	Security Monitor	A1
Graphic Designer	A11	Software Support Assistant	A13
Health Screening Coordinator	A14	Student Enrollment & Retention Specialist	A17
Health Services Assistant	A6	Student Enrollment & Retention Specialist, Senior	A18
Information Assistant	A11	Student Information Specialist	A12
Intake Specialist	A6	Student Support Specialist	A19
Licensed Practical Nurse	A15	Translator	A9
Mail Room Service Clerk	A2		

Appendix B2 Active Job Classifications by Unified Salary Grades

A1 • Security Monitor	• District Communications Center Specialist, Senior
A2 • Mail Room Service Clerk	• Graphic Designer
A3	• Information Assistant
A4 • Office Assistant	A12 • Radio Announcer
• Materials Handler	• Student Information Specialist
A5 • Account Clerk	A13 • Fleet hardware Systems Technician
• Mailroom Service Clerk, Lead	• Software Support Assistant
• Office Specialist	A14 • Account Specialist
A6 • Health Services Assistant	• Accounts Payable Specialist
• Intake Specialist	• Health Screening Coordinator
• Office Specialist, Due Process	• Radio News Program Director
• Office Specialist, Medical	• Radio Station Music Director
• Office Specialist, Senior	A15 • Licensed Practical Nurse
A7 • Account Clerk Senior	A16 • Accounts Payable Specialist, Senior
• School Secretary	A17 • Environmental Health & Safety Specialist
A8 • Materials Handler, Senior	• Student Enrollment & Retention Specialist
• School Secretary, Senior High	A18 • Student Enrollment & Retention Specialist, Senior
A9 • Fleet Data Management Specialist	A19 • Coordinator, Go To Student Pass Program
• Translator	• Student Support Specialist
A10 • District Communications Center Specialist	
• Radio Traffic Management Coordinator	
A11 • Alcohol & Drug Technician	
• Curriculum Assets Assistant	

Appendix B3 Discontinued AFSCME Job Classifications

Salary grades designated by a single letter indicate grading under the grade structure in place prior to reclassification on July 1, 2012

Account Clerk I	C	Health Screening Coordinator	E
Account Clerk II	F	HR Information Specialist	H
Account Clerk III	G	Human Resources Assistant	F
Account Clerk Supervisor	H	Information Technology Assistant	F
Administrative Aide	G	Information Technology Technician	H
Administrative Analyst I	H	Management Information Systems Assistant	D
Administrative Research Assistant	H	Music Director	E
Announcer Operator	D	News & Public Affairs Director	E
Assessment Consultant	A16	Payroll Clerk I	D
Audio Automation Specialist	E	Payroll Clerk II	F
Benefits Clerk	F	Payroll Clerk III	H
Census Report Clerk	F	Photo ID Coordinator	E
Chemical Health Specialist	G	Placement Assistant CPAC	E
Child Development Specialist	H	Placement Assistant II	F
Child Development Technician	G	Promotions Director	E
Child Development Technician (Child Care & Multicultural)	G	Public Information Assistant	H
Clerical Technician	F	Purchasing Business Analyst	A18
Clerk I	B	Radio Automation Specialist	A10
Clerk II	D	Radio Promotions Director	A11
Clerk Steno I	D	Receptionist I	C
Clerk Typist I	C	Reports Technician	F
Clerk Typist II	E	School Secretary I	G
Clerk Typist II/Collections	E	School Secretary I / Spanish	G
Communications Assistant	E	School Secretary II	H
Community Aide I	B	School Secretary III	I
Community Aide II	C	Secretary	H
Community Aide III	C	Security Monitor II	D
Computer Operator	A3	Service Coordinator	A10
Computer Operator I	D	Service Coordinator, DOC	F
Computer Operator II	F	Software Support Specialist	F
Data Entry Operator I	C	Special Education Report Clerk	F
Data Entry Operator I	C	Stock Clerk I	C
Data Entry Operator III	E	Student Placement Assistant	A6
Draftsman II	G	Student Placement Specialist	A14
Draftsman III	H	Traffic Management Coordinator	E
EDP System Analyst Programmer	H	Transportation Records Clerk	E
EDP Systems Analyst Programmer II	J	Video Production Aide	D
Enrollment Generalist	A17	Video Production Director	H
Evaluation & Testing Assistant I	D		
Evaluation & Testing Assistant II	F		

Appendix C Professional Standards – Student Support Specialists

1. BELIEF STATEMENTS ABOUT STUDENTS AND LEARNING:

- All students can learn and all educators can teach them to learn.
- Instruction is rooted in the belief that there are no true differences in ability based on gender, culture, language, economic or family status. There are individual differences in student and teacher/staff talents, styles and experiences that need to be addressed in designing instruction.
- Student Support Specialists are recognized respected and supported as integral team members responsible for assisting in the delivery of instruction and other student related activities.
- The entire instructional team participates within clearly defined roles within a dynamic changing environment to provide an appropriate educational program for students.
- Knowledge needs to be actively constructed in order to create true understanding and meaning.
- Persistence in seeking and using a repertoire of instructional strategies is necessary to assure growth in achievement in all students.
- Instruction, content, and assessment are aligned with each other and with student outcomes.
- Student outcomes, curriculum, instruction, and assessment are aligned between grade levels and elementary/secondary programs.
- Multiple assessments are needed to inform individualized planning, future instruction, and program planning as well as to provide feedback to students and parent/families.
- Instructional climate encourages questioning discourse, and divergent opinions amongst all individuals.
- Student success is dependent on shared responsibility among student, parent/family, school, and community.
- Implementation of new strategies requires ongoing support.
- Instructional improvement requires human and often financial resources for the training of instructional team members.
- Researched standards of effective instruction impact student achievement.

Overview of Standards

Standard 1

- Teachers accommodate student differences when they plan for instruction.
- Student Support Specialists collaboratively plan and implement instruction designed to accommodate student differences.

Standard 2

- Teachers are active learners as part of a school community.
- Student Support Specialists are active learners as part of a school community.

Standard 3

- Teachers provide feedback to students and parents/families regarding their learning.
- Student Support Specialists provide feedback to teachers and students regarding the student's learning.

Standard 4

- Teachers continuously think systematically about their practice to improve their effectiveness.
- Student Support Specialists continuously think systemically about their practice to improve their effectiveness.

Standard 5

- Teachers create classrooms in which students want to learn, do learn, and become responsible for their own learning.
- Student Support Specialists support teachers in creating classrooms in which students want to learn, do learn, and become responsible for their own learning.

Standard 6

- Teachers create lessons and learning environments that are structured so that students can relate what they know to new information and situations.
- Student Support Specialists support lessons and learning environments that are structured so that students can relate what they know to new information and situations.

Standard 7

- Teachers implement instruction in ways that encourage student learning.
- Student Support Specialists implement instruction in ways that encourage student learning.

Standard 1

**TEACHERS ACCOMMODATE STUDENT DIFFERENCES
WHEN THEY PLAN FOR INSTRUCTION**

**STUDENT SUPPORT SPECIALISTS COLLABORATIVELY PLAN AND IMPLEMENT INSTRUCTION
DESIGNED TO ACCOMMODATE STUDENT DIFFERENCES**

STUDENT SUPPORT SPECIALISTS:

- address learning styles
- collaborate with teachers to use curriculum materials for a diverse student population, subject matter, and skills
- set high and appropriate expectations for all students and her/himself
- follow the instructional plan and seek clarification and directions as needed

Standard 2

**TEACHERS ARE ACTIVE LEARNERS AS PART OF
A SCHOOL COMMUNITY**

**STUDENT SUPPORT SPECIALISTS ARE ACTIVE LEARNERS
AS PART OF A SCHOOL COMMUNITY**

STUDENT SUPPORT SPECIALISTS:

- Actively participate in the Professional Development Process to achieve and give support for professional development
- Participate in professional development opportunities through district, state, colleges/universities, and professional organizations, business partnerships or other professional strategies
- Are aware of methods to access information about best practices and educational issues
- Share expertise and knowledge with others
- Collaborate with parent/families, when directed, in making educational decisions
- Are aware of and access parent/family and community resources as part of the educational team
- Give and receive feedback in a positive manner

Standard 3

**TEACHERS PROVIDE FEEDBACK TO STUDENTS
AND PARENTS/FAMILIES REGARDING THEIR LEARNING**

**STUDENT SUPPORT SPECIALISTS PROVIDE FEEDBACK TO
TEACHERS AND STUDENTS REGARDING THE STUDENT'S LEARNING**

STUDENT SUPPORT SPECIALISTS:

- Provide clear feedback to students regarding their learning
- Use assessment results as feedback to structure future student learning as a member of the instructional planning team
- Maintain a written record of student achievement as directed
- Support district, school, and classroom expectations through positive reinforcement

Standard 4

**TEACHERS CONTINUOUSLY THINK SYSTEMATICALLY ABOUT
THEIR PRACTICE TO IMPROVE THEIR EFFECTIVENESS**

**STUDENT SUPPORT SPECIALISTS CONTINUOUSLY THINK SYSTEMATICALLY
ABOUT THEIR PRACTICE TO IMPROVE THEIR EFFECTIVENESS**

STUDENT SUPPORT SPECIALISTS:

- Actively participate in the Professional Development Process to achieve and give support for professional development
- Elicit feedback from colleagues to improve instructional effectiveness
- Integrate feedback and reflection into instructional directed activities
- Seek advice of others
- Develop an awareness of research-based best practices that support student achievement
- Learn from experience and colleagues
- Coach colleagues to higher levels of effectiveness
- Connect your daily work practices to the individuals, classroom, school, community, and world

Standard 5

TEACHERS CREATE CLASSROOMS IN WHICH STUDENTS WANT TO LEARN, DO LEARN AND BECOME RESPONSIBLE FOR THEIR OWN LEARNING

STUDENT SUPPORT SPECIALISTS ASSIST TEACHERS IN CREATING CLASSROOMS IN WHICH STUDENTS WANT TO LEARN, DO LEARN AND BECOME RESPONSIBLE FOR THEIR OWN LEARNING

STUDENT SUPPORT SPECIALISTS:

- Affirm success
- Demonstrate awareness of students and their activities
- Develop empathy, rapport, and personal interactions among students, peers, and other adults with Multicultural, Gender and Ability Fair perspective
- Establish and consistently maintain expectations and routines that are Multicultural, Gender and Ability Fair and appropriate to all students
- Organize the physical facilities of the classroom as directed
- Promote respectful interactions among students
- Promote respectful interactions between all students and adults
- Maximize time spent actively engaged in academic activities; minimize time spent waiting for activities to get started, making transitions between activities, sitting with nothing to do, or engaging in misconduct
- Promote student self-discipline and responsibility
- Encourage class participation and interaction
- Exhibit a respectful attitude toward students
- Positively reinforce achievement and appropriate behavior
- Support a classroom environment in which students feel safe and willing to take academic risks
- Encourage work and study habits in the classroom
- Promote independent thinking, researching, and studying
- Promote independent and collective learning
- Monitor student performance using a variety of informal assessment tools and provide corrective feedback as directed
- Understand lessons and organize materials for instruction
- Review, adapt, and summarize lessons as directed
- Use strategies that encourage critical thinking and problem solving
- Demonstrate a knowledge of subject matter
- Know the subject matter and students' learning styles, needs and experiences
- Know and use strategies that foster thinking, reasoning and problem solving by students
- Support lessons and learning environments that help students relate new information to what they already know
- Support lessons and learning environments that assist the teachers to integrate instruction across content areas and interdisciplinary themes
- Assist the teacher to provide opportunities for students to gain new knowledge and skills and to apply what they have learned in the context of their daily lives
- In collaboration with the teacher, monitor student performance and provide corrective feedback

- Implement lessons and learning environments that are developmentally appropriate and challenging to students
- Implement lessons and learning environments that support Curriculum Content Standards and Grade Level Expectations
- Support environments where learning is active, experiential and engaging

Standard 6

TEACHERS CREATE LESSONS AND LEARNING ENVIRONMENTS THAT ARE STRUCTURED SO THAT STUDENTS CAN RELATE WHAT THEY KNOW TO NEW INFORMATION AND SITUATIONS

STUDENT SUPPORT SPECIALISTS SUPPORT LESSONS AND LEARNING ENVIRONMENTS THAT ARE STRUCTURED SO THAT STUDENTS CAN RELATE WHAT THEY KNOW TO NEW INFORMATION AND SITUATIONS

STUDENT SUPPORT SPECIALISTS:

- Monitor student performance using a variety of informal assessment tools and provide corrective feedback as directed
- Understand lessons and organize materials for instruction
- Review, adapt, and summarize lessons as directed
- Use strategies that encourage critical thinking and problem solving
- Demonstrate a knowledge of subject matter
- Know the subject matter and students' learning styles, needs and experiences
- Know and use strategies that foster thinking, reasoning and problem solving by students
- Support lessons and learning environments that help students relate new information to what they already know
- Support lessons and learning environments that assist the teachers to integrate instruction across content areas and interdisciplinary themes
- Assist the teacher to provide opportunities for students to gain new knowledge and skills and to apply what they have learned in the context of their daily lives
- In collaboration with the teacher, monitor student performance and provide corrective feedback
- Implement lessons and learning environments that are developmentally appropriate and challenging to students
- Implement lessons and learning environments that support Curriculum Content Standards and Grade Level Expectations
- Support environments where learning is active, experiential and engaging

Standard 7

TEACHERS IMPLEMENT INSTRUCTION IN WAYS THAT ENCOURAGE STUDENT LEARNING

STUDENT SUPPORT SPECIALIST IMPLEMENT INSTRUCTION IN WAYS THAT ENCOURAGE STUDENT LEARNING

STUDENT SUPPORT SPECIALISTS:

- Implement instructional methods that accommodate differences in developmental levels and learning styles
- Focus on relevant and important aspects of the instructional materials and activities
- Relate new learning to students' previous learning and experiences
- Accommodate student differences with clear and appropriate oral directions and assignments
- Accommodate student differences with clear and appropriate written directions and assignments
- Accommodate student differences through the use of appropriate wait time
- Use a variety of teaching strategies and techniques to foster student motivation
- Use teaching aids and instructional materials appropriately
- Facilitates cooperative learning in groups
- Provide hands on exercises and experiences
- Provide direct instruction, drill, practice, and feedback according to student needs
- Promote class participation and interaction
- Use a variety of questioning techniques/modes
- Pace instruction appropriately
- Arrange for physical and social conditions that are conducive to learning
- Communicate high expectations clearly to students
- Model learning to help students develop metacognitive (thinking about thinking) strategies
- Guide students to interact with the content (e.g. develop and answer factual and integrative questions, problem solve, and invent new ideas)
- Model the learning of higher order thinking and problem solving skills through collaboration/cooperation with colleagues

2. ETHICAL RESPONSIBILITIES

a. To Students

- ◆ Above all, Student Support Specialists will educate students to high standards of achievement. This principle has precedence over all others in this Code.
- ◆ The Student Support Specialist shall use best professional practices and materials and the teacher is knowledgeable of and delivers the standards-based curriculum.
- ◆ The Student Support Specialist shall engage in practices and select materials that include all students, celebrate diversity, and never exclude them from opportunities on the basis of their race, gender, ethnicity, religion, national origin, language, ability, sexual orientation, or the status, behavior, or beliefs of their parents.
- ◆ The Student Support Specialist shall involve all of those with relevant knowledge (including staff and parents) in decisions concerning a student.

- ◆ The Student Support Specialist shall be familiar with the evidence and/or symptoms of student abuse, including physical, sexual, verbal, and emotional abuse, and neglect. We shall know and follow state laws and community procedures that protect students against abuse and neglect.
- ◆ The Student Support Specialist is committed to developing the skill sets needed to best accelerate the learning of the students currently in their classrooms.
- ◆ The Student Support Specialist creates a classroom environment that is respectful, emotionally secure, and physically safe for students.

b. To Families And Community

- ◆ The Student Support Specialist shall welcome family members to their student's classroom or program setting.
- ◆ The Student Support Specialist shall inform families of program philosophy, policies, and personnel qualifications, and explain why we teach as we do, which should be in accordance with our ethical responsibilities to students (see Section 2.a).
 - At that time Student Support Specialists had their own contract. This appendix was part of Article 4, "Rights and Obligations of Employees", and the major sections were identified by capital letters. The reference should have been to Section I.1.
 - When the AFSCME Clerical contract and SSS contract were combined in 2006-2008, the "Professional Standards – Student Support Specialists" section was put in an appendix and the major headings were changed to numbers, but the reference to Section "I" wasn't corrected.
- ◆ The Student Support Specialist shall involve families in significant decisions affecting their student, and shall regularly communicate student progress with families as directed by teacher or supervisor.
- ◆ The Student Support Specialist shall maintain confidentiality and shall respect the family's right to privacy, refraining from disclosure of confidential information and intrusion into family life, except when a student's welfare is at risk.
- ◆ The Student Support Specialist shall be objective and accurate in reporting the knowledge upon which we base our programs, assessments and professional practices.
- ◆ The Student Support Specialist shall cooperate and team with other professionals who work with students and families.

c. To Colleagues

- ◆ The Student Support Specialist shall show respect for personal dignity and for the diversity found among staff members, and to resolve matters collegially.
- ◆ The Student Support Specialist shall exercise care in expressing views regarding the professional behavior or conduct of co-workers and/or students. Statements should be based on firsthand knowledge and relevant to the interests of students and programs.
- ◆ The Student Support Specialist agrees to carry out the program at the site to which we are assigned. When we do not agree with program policies, we shall first attempt to effect change through constructive action within the organization.
- ◆ Student Support Specialists who do not meet program standards shall be informed of areas of concern and, when possible, assisted in improving their performance.
- ◆ In making assessments and recommendations, the Student Support Specialist shall make judgments based on fact and relevant to the interests of students and programs.

3. STUDENT SUPPORT SPECIALIST MISSION STATEMENT: To create an educational program and a classroom environment that is Multicultural/Gender/Ability Fair, is favorable to learning and personal growth, and is based on a commitment that all children can learn.

a. Professional Qualifications:

- BA or BS in Psychology, Sociology, Social Work, Education, Early Childhood Education or other related field.
- prior successful experience in urban, multicultural education desirable.
- demonstrates continued professional development through course work, research, peer collaboration, and job-embedded staff development.
- has working knowledge of the subject matter, classroom management techniques, current researched best practices and strategies, and students' learning styles and needs, both academic and affective.

b. Professional Responsibilities:

- acquires knowledge of the goals of the Minneapolis Public School District Improvement Agenda and site/school goals. Works to support and achieve those goals.
- Establishes developmentally appropriate instructional and behavioral expectations for students and for him/herself and communicates those to students and their families.
- Collaborates in the creation of lessons and learning environments that are safe, respectful, and interesting as well as Multicultural/Gender/Ability Fair.

Selects, adapts and individualizes materials appropriate for diverse student populations and skills.

- Teaches students the required curricula using strategies that foster thinking, reasoning, and problem solving.
- Collaborates and communicates regularly with families in making educational decisions and uses family and community resources to support learning.
- Assesses students' developmental, cognitive, and social needs and provides developmentally appropriate instruction to meet those needs.
- Regularly assesses student learning by using multiple forms of assessment.
- Facilitates positive interactions between students and teacher, student and peers, and student and other adults.
- Models learning and behavior consistent with the expectations for students.
- Assesses own instructional effectiveness through the Professional Development Process (PDP).
- Participates in ongoing and regular staff, team, and individual professional development.
- Collaborates with peers to develop, plan, and implement best practices based on the needs/abilities of the students.
- Participates in site-based management and shared decision-making.
- Always keeps the students' needs and rights first and foremost in any educational decision-making.
- has a working knowledge of the Minneapolis Public Schools Curriculum Content Standards and Grade Level Expectations.
- Has a working knowledge of and assists in implementing the Minnesota State Standards and the Graduation Rule.

c. Professional Expectations

- Every Student Support Specialist of the District is subject to the rules and regulations contained in the District Policy and Procedures and the provisions thereof shall constitute their contract of employment.

- All Student Support Specialists of the District are expected to be punctual and in regular attendance.
- Outside work is not permitted during working hours and all employees shall devote their entire defined workday to the duties to which they have been assigned.
- If any employee is unable to report to duty because of illness or otherwise, immediate notice will be given to the school or worksite office.
- All members will maintain a professional appearance, general decorum, and behavior that conform to their professional status in the community.

Special care will be taken by every employee in the use and protection of all District property.

Appendix D Conflict Resolution

To facilitate communication between parents/citizens and District staff for the benefit of students while respecting the needs of both parents/citizens and staff, the following procedures are established to resolve conflicts. This section shall apply to any concern other than alleged physical or sexual abuse of students or sexual harassment which is governed by reporting requirements under statute and District policy. It is understood that at any time staff may consult with the Union or parents/citizens with advocates regarding resolution of concerns. It is understood that substantiated concerns may result in further action in accordance with the Bargaining Agreement and School Board Policy.

A. Informal Resolution

1. The parent/citizen with a concern about a staff member contacts that staff member about the concern. If resolution is not achieved or if the parent/citizen is unwilling to contact the staff member, then;
2. The parent/citizen talks to the principal/supervisor about the concern. The principal/supervisor's role is to:
 - a. identify the nature of the concern;
 - b. collect all pertinent facts;
 - c. outline the next steps in resolving the concern; and,
 - d. establish a time line for resolution.
3. The principal/supervisor discusses the concern with the staff member and attempts to develop a resolution to the concern. If a resolution is developed, the principal/supervisor contacts the parent/citizen regarding the proposed resolution.
4. If the staff member and principal/supervisor are unable to develop a resolution or if the parent/citizen is not satisfied with the proposed resolution, a meeting is held involving the staff member, principal/supervisor, and parent/citizen in an attempt to develop a resolution to the concern. If no resolution is reached as a result of this meeting, the parent/citizen may move to the Formal Resolution process.

B. Formal Resolution

1. The parent/citizen is given the "Parent/Citizen Resolution Form" to review. A meeting is scheduled within two (2) work days at which time the

staff member, principal/supervisor, and parent/citizen jointly complete the form by:

- a. identifying and recording unresolved issues; and,
- b. recording the efforts made to resolve the concern.

Another attempt shall be made by the parties to resolve the concern.

2. If that attempt is not successful, the "Parent/Citizen Resolution Form" is sent to the appropriate Executive Director who will conduct further fact finding and conferences with all parties in an attempt to resolve the concerns. If mutual resolution is reached, a letter of Agreement shall be drafted and signed by all parties with a copy given to all parties. If mutual resolution is not reached within thirty (30) calendar days of receipt of the form, a written response will be made by the Executive Director to all parties as the final resolution to the concerns stated on the "Parent/Citizen Resolution Form".

4	
403B and 457 Plans.....	See Tax-Deferred Savings Plans
A	
Abolished Position	37
Activities Leave	30
Administrative Transfer	36
After School Programs	44
Alternative Dispute Resolution	43
Assault, Reimbursement Resulting from	24
Assignments, Modified	39
B	
Before-Tax Benefits	22
Belief Statements (SSS Unit)	53
Benefits	
Disability Insurance	21
Probation Period	2
Board of Education's Rights and Obligations	4
C	
Calculation of Vacation Allowances	10
Career Development.....	25
Career Transition Trust	17
Civil Service Rules	47
Classification of positions	2
By Job Title	50
Classification Seniority	2
Closing of Schools	39
Combined (Concurrent) Positions.....	34
Communication	5
Compensatory Time.....	9
Complete Agreement	46
Conflict Resolution.....	64
Contractual Rights	4
Critical Illness Leave	30
D	
Damage reimbursement, vehicle.....	24
Death in the Family Leave.....	30
Death of a Friend Leave	30
Deductions, National AFSCME P.E.O.P.L.E.	4
Deferred Compensation	22
Definition of Agreement	1
Definitions	1
Dental Insurance.....	20
Dependent Care Assistance Plan	22
Disability Insurance.....	21
Disability Insurance.....	21

INDEX

Discrimination	42
Grievance filing	42
Non-discrimination policy	42
union membership.....	3
Dispute Resolution	43
Distribution of Agreement	5
Division of Schools, Department or Programs.....	39
Duration of Agreement	48
Duty Assignments, Modified	39
E	
Education Fund	24
Educational Opportunities	24
Employee Discipline	42
Employee Rights	3
Employees, Excessed.....	37
Equal Employment Opportunity.....	42
Ethical Responsibilities	59
Excessed Employees.....	37
Excessing	37
Seniority.....	2
Exclusive Representation	3
F	
Family Medical Leave Act (FMLA).....	28
Finality of Agreement.....	46
Flexible Spending Account (FSA)	22
FLSA Determinations	10
Fresh Start	40
G	
Grievance Procedure	40
Adjustment of Grievance	41
Time Limitation and Waiver	40
H	
Health Insurance	20
Payroll deductions for	7
Holidays.....	10
Overtime and Compensatory Time	9
Personal leave for religious holidays.....	30
Hours.....	8
and definition of employee.....	1
Compensatory Time	9
Overtime	9
I	
Insurance and Benefits	
Article 14.....	19
Before-Tax Benefits.....	22

INDEX

Couples	19
Deferred Compensation	22
Dental Insurance	20
Dependent Care Assistance	22
Disability Insurance	21
Domestic Partners	19
Education Fund	24
Eligibility	19
Enrollment	19
Flexible Spending Account (FSA)	22
Health Insurance	20
Liability Coverage	23
Life Insurance	20
Long Term Care	21
Long Term Disability	21
Part-Time Benefits	24
Premium deductions	22
Reimbursement for assault	24
Reimbursement for vehicle damage	24
Retirees	23
Short-Term Disability Insurance	21
Student teaching, coverage during	25
Supplemental Life Insurance	20
Tax-Deferred Savings Plans	22
Intermittent Status	38

J

Job Classification	2
By Job Title	50
By unified salary grade	51
Job Re-evaluation and Reclassification	36
Jury Duty	30

L

Labor/Management Meetings	5
Lane Changes, Student Support Specialists	46
Lateral Transfer	See Voluntary Transfer
Layoff	
Insurance eligibility	19
Intermittent Status Available	38
Recall	38
Salary	7
Seniority	2
Leave	
Critical Illness	30
Critical Illness or Death of a Friend	30
Death in the Family	30
Effective date	29
Jury Duty	30
Leave of Absence	27, 31
Military	30
Personal Leave	29
Return from leave	29
Safety Leave	13
Schol Activities Leave	30
School Conference	30

Sick Leave	See Sick Leave
Leave of absence	
Critical illness	30
Leave of Absence	27, 31
Death in the family	30
Family Medical Leave Act (FMLA)	28
Insurance coverage for student teaching	25
Insurance Eligibility	19
Insurance enrollment	19
Probationary period extension	29
Sick Leave Pool	14
Temp replacement for	45
Vacation credit	11
Liability Coverage	23
Life Insurance	20
Like Employment Status	2
Lockout	46
Long Term Care Benefit	21
Long Term Disability Insurance	21
Longevity Pay	6

M

Management Rights and Responsibilities	4
Managerial Policy	4
Merger of Schools, Department or Programs	39
Mileage	10
Military leave	30
Leave accrual	27
Miscellaneous Provisions, Student Support Specialists	45
Modified Duty Assignments	39

N

New Employee Salary	8
New Position, Definition	3
Non-Discrimination	42

O

Overtime	9
After School Programs	45

P

P.E.O.P.L.E. Deductions	4
Part-Time Benefits	24
Pay Equity Adjustments	7
Paychecks, Employee	7
Performance Incentives	8
Personal Leave	29
Personnel Files	43
Position Classification	See Job Classification
Preparation Time, Student Support Specialists	45
Probation Period	
Benefits	2
Probationary Period	2
Extension after leave of absence	29

INDEX

Sick leave	2
Upon promotion	35
Vacation	11
Professional Growth and Development	25
Career Development	25
Educational Opportunities	24
Professional Development Plan (SSS Unit)	26
Secretary Training Day	27
Tuition Reimbursement(SSS Unit)	27
Professional Standards, Student Support Specialists	53
Progressive Discipline	42
Promotion	35
Publication & Distribution of Agreement	5

R

Recall from Layoff	38
Reclassified Position, Definition	2
Recognition of AFSCME as exclusive representative	1
Re-evaluation and Reclassification of Job	36
Reimbursement	
Damage to Vehicle	24
Flexible Spending Account	22
Mileage	10
Of Sick Leave Pool	15
Resulting from Assault	24
Training/Education	24
Tuition	27
Relocation of Program, Department or School	40
Representation at job-related functions, Student Support Specialists	45
Retiree Insurance	23
Return from Leave	31
Right To Join and Participate	3
Right To Views	3
Rights and Obligations	
of Board of Education	4
of Employees	3
Rules, Civil Service	47

S

Safety Leave	13
Salaries	
Article 8	6
Job Classifications (Clerical, Confidential, & Technical Units)	50
Longevity pay	6
New Classification	7
New Employee	8
Payment Options	7
Performance Incentives	8
Reduction Plan	7
Schedules	6
Step Progression	6
Temporary Employees	45
Upon Demotion and Layoff	7
Upon Promotion	7

Upon Reclassification	7
School Conference Leave	30
Secretary Training Day	27
Seniority	
District Seniority	2
Seniority Lists	5
Seniority Classification	2
Severability Clause	46
Severance Pay	
Sick Leave	17
Vacation	12
Short-Term Disability (STD)	21
Sick Leave	13
Accrual	13
Accrual during leave of absence	27
Accrual on Short Term Disability	21
During probationary period	2
Payment for Unused Leave	16
Severance Pay	17
Usage	13
Sick Leave Pool	14
Standards of Effective Instruction (SSS Unit)	53
Strike	46
Student Support Specialists	
Lane changes	46
Miscellaneous Provisions	45
Mission Statement	61
Preparation Time	45
Professional Standards	53
Representation	45
Substitute Service	45
Unemployment Insurance	45
Substitute Service, Student Support Specialists	45
Summer School	44
Use of vacation	12
Supplemental Life Insurance	20
Survivor Benefits	
Career Transition Trust	18
Compensatory Time	9
Sick leave severance	17

T

Tax-Deferred Savings Plans	22
Sick Leave Severance	17
Temporary Employment	45
Salaries	45
Terms And Conditions Of Employment	1
Training	24, 27
Transfer	
Compensatory Time	9
Transfer and Reassignment	32
Administrative Transfer	36
Closing of School	39
Excessing	37
Fresh Start	40
Intermittent Status	38
Job Re-evaluation & Reclassification	36

INDEX

Merger or division of schools, departments or programs	39
Modified duty assignments	39
Promotion.....	35
Recall from layoff	38
Relocation of program, department, or school	40
Transfer out of AFSCME.....	36
Voluntary Transfer.....	32
Tuition Reimbursement (SSS Unit).....	27

U

Unemployment Insurance, Student Support Specialists.....	45
Union Rights	4

V

Vacation	
Accrual during leave of absence	27
Accrual on Short Term Disability.....	21
Calculation	10
Credit for Leave of Absence	11
During probationary period	2, 11
Severance.....	12
Use of Accrued vacation	12
Vehicle, Damage Reimbursement	24
Voluntary Transfer	32






2018-2020 AFSCME Bargaining Agreement

Final Audit Report

2020-07-06

Created:	2020-06-29
By:	Allen Cavell (allen.cavell@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaAMhEkd0ge8tL-85ZV8dw6JtfYSnCtqi

"2018-2020 AFSCME Bargaining Agreement" History

-  Document created by Allen Cavell (allen.cavell@mpls.k12.mn.us)
2020-06-29 - 5:36:11 PM GMT- IP address: 205.215.177.1
-  Document emailed to Jessica N. Burton (jessica.burton@mpls.k12.mn.us) for signature
2020-06-29 - 5:38:51 PM GMT
-  Email viewed by Jessica N. Burton (jessica.burton@mpls.k12.mn.us)
2020-06-29 - 5:41:41 PM GMT- IP address: 205.215.177.1
-  Document e-signed by Jessica N. Burton (jessica.burton@mpls.k12.mn.us)
Signature Date: 2020-06-29 - 5:51:17 PM GMT - Time Source: server- IP address: 205.215.177.1
-  Document emailed to Janice Lloyd-DeWolf (janice.lloyd-dewolf@mpls.k12.mn.us) for signature
2020-06-29 - 5:51:19 PM GMT
-  Email viewed by Janice Lloyd-DeWolf (janice.lloyd-dewolf@mpls.k12.mn.us)
2020-06-29 - 5:56:10 PM GMT- IP address: 205.215.177.1
-  Document e-signed by Janice Lloyd-DeWolf (janice.lloyd-dewolf@mpls.k12.mn.us)
Signature Date: 2020-06-29 - 6:30:25 PM GMT - Time Source: server- IP address: 205.215.177.1
-  Document emailed to Vicki Smith (vicki.smith@mpls.k12.mn.us) for signature
2020-06-29 - 6:30:27 PM GMT
-  Email viewed by Vicki Smith (vicki.smith@mpls.k12.mn.us)
2020-07-01 - 11:02:19 PM GMT- IP address: 205.215.177.1
-  Document e-signed by Vicki Smith (vicki.smith@mpls.k12.mn.us)
Signature Date: 2020-07-01 - 11:05:46 PM GMT - Time Source: server- IP address: 205.215.177.1
-  Document emailed to David L Bard (david.bard@afscmemn.org) for signature
2020-07-01 - 11:05:49 PM GMT

 Email viewed by David L Bard (david.bard@afscmemn.org)


2020-07-02 - 3:32:45 PM GMT- IP address: 98.240.217.40

 Document e-signed by David L Bard (david.bard@afscmemn.org)

Signature Date: 2020-07-02 - 3:33:41 PM GMT - Time Source: server- IP address: 98.240.217.40

 Document emailed to Chereese Williams (chereese.williams@mpls.k12.mn.us) for signature


2020-07-02 - 3:33:43 PM GMT

 Email viewed by Chereese Williams (chereese.williams@mpls.k12.mn.us)

2020-07-06 - 5:15:54 PM GMT- IP address: 65.128.255.32

 Document e-signed by Chereese Williams (chereese.williams@mpls.k12.mn.us)


Signature Date: 2020-07-06 - 6:02:06 PM GMT - Time Source: server- IP address: 65.128.255.32

 Document emailed to Kim Ellison (kime@mpls.k12.mn.us) for signature

2020-07-06 - 6:02:08 PM GMT

 Email viewed by Kim Ellison (kime@mpls.k12.mn.us)

2020-07-06 - 9:22:19 PM GMT- IP address: 75.72.207.184

 Document e-signed by Kim Ellison (kime@mpls.k12.mn.us)

Signature Date: 2020-07-06 - 9:23:50 PM GMT - Time Source: server- IP address: 75.72.207.184

 Signed document emailed to Kim Ellison (kime@mpls.k12.mn.us), Allen Cavell (allen.cavell@mpls.k12.mn.us), Vicki Smith (vicki.smith@mpls.k12.mn.us), Chereese Williams (chereese.williams@mpls.k12.mn.us), and 3 more

2020-07-06 - 9:23:50 PM GMT