

MASTER AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 110
WACONIA, MINNESOTA**

AND

**EDUCATION MINNESOTA DISTRICT #110
EDUCATIONAL SUPPORT PROFESSIONALS**

COVERING THE PERIOD

July 1, 2019 through June 30, 2021

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ARTICLE I

PREFACE

This Agreement is entered into between Independent School District #110, Waconia, Minnesota (hereinafter referred to as "The School District," "District," "Board," or "Employer") and Education Minnesota District #110 Educational Support Professionals (hereinafter referred to as "Exclusive Representative" or "Union").

ARTICLE II RECOGNITION

In accordance with PELRA, the School District recognizes Education Minnesota District #110 Educational Support Professionals as the Exclusive Representative of the clerical and technical support employees, health associates and instructional management and teacher assistants employed by the School District contained in the appropriate unit as certified by the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment. Terms and Conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than the Employer payment of or contributions to premiums for group insurance coverage of retired employees or severance pay and the Employer's personnel policies affecting the terms and conditions of the employment of employees, all subject to the conditions of PELRA.

Section 2. School Board or School District. For purposes of this Agreement, the words "School Board" or "District" or "Employer" shall mean the School District or its designated representatives.

Section 3. Education Minnesota District #110 Educational Support Professionals. For purposes of this Agreement, the words "Union" or "Exclusive Representative" shall mean Education Minnesota District #110 Educational Support Professionals.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School District is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and

programs of the School District, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

Section 2. Management Responsibilities. The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

ARTICLE V EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Right to Views. Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of an employee or their exclusive representative to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join. Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form or join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Check Off. Pursuant to PELRA, the exclusive representative shall be allowed dues check off for its members. The School District, upon receipt of a properly executed employee authorization, will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in the authorization.

Section 4. Indemnification. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of dues specified by the exclusive representative herein.

Section 5. Use of School District Facilities and Equipment. The Exclusive Representative shall have the right to use School District facilities for meetings and shall have the right to distribute materials via employee mailboxes and e-mail on non-work hours for communication with bargaining unit members.

ARTICLE VI

DUTY YEAR, SCHOOL CLOSINGS AND PERFORMANCE REVIEW

Section 1. Work Year Defined.

Subd. 1. Employees shall work on a schedule commensurate with the school calendar as established by the School District. A written notification from the School District shall be provided to each employee by May 30 stating their employment status, work locations, and tentative assignment for the upcoming school year. Extenuating circumstances such as a late resignation, new staff acquisition or budget considerations may necessitate this timeline need not be followed.

Subd. 2. The School District reserves the right to alter an employee's hours due to increases or decreases in the student enrollment or budgetary concerns. In the event of a change in work hours, a three-week notice will be given to the employee.

Section 2. School Closings. When school is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed by the School District. Employees will be paid for their regular daily work hours and will not be required to make-up the first two (2) school closings as called by the School District in a given school year. If the School District schedules a make-up day for a third or subsequent school closing day, then employees will work the rescheduled day without additional pay. If a school closing occurs during an employee's paid absence (i.e., personal or sick leave), then the employee will be paid for their regular daily work hours and the applicable leave will be reversed and returned to the employee's accrued leave balance. If a school closing occurs during an employee's unpaid leave of absence, then the employee will not receive school closing pay.

In the event that school starts late or closes early due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report for duty as directed by the School District. When school is released after arrival time, employees may leave as directed by the School District. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

In the event that students are released to attend a state tournament event, educational assistants whose presence is not required at such event will have the option to perform other duties as determined by the building principal for the balance of the educational assistant's regularly scheduled work day. Educational assistants who would prefer to leave early may do so with the approval of their building principal.

Section 3. Performance Review. Employees shall receive an annual written performance review by their direct supervisor. The review will be completed by June 1 of each school year. A copy of the written review will be shared with each employee by the supervisor in a conference setting. A copy of the written review will be placed in the individual's personnel file.

Section 4. Work Breaks. An employee who works more than four (4) hours per day is entitled to fifteen (15) minutes of paid break time. It is understood by all parties that work breaks will not be formally scheduled and will be taken at appropriate times as determined by an employee's supervisor (i.e., when student support is unnecessary). It is further understood by all parties that extenuating circumstances (i.e., field trips, special school events, unusually large number of employee absences) may not permit any or a portion of work breaks on some days. It is expected that an employee's break time shall be used for, but is not limited to, the following: restroom breaks, district email access, personal telephone use and other personal activities.

ARTICLE VII RATES OF PAY

Section 1. Pay Grades and Classifications. The pay grade for each classification is determined by the District and is based on the level of inherent responsibility and level of skills the position requires and the School District's comparable worth placement as follows:

| <u>Pay Grades</u> | <u>Classifications</u> |
|--------------------------|----------------------------------------------------------------------------|
| Grade 5 | Administrative Assistant I |
| Grade 8 | Media Assistant |
| Grade 9 | Due Process Clerk Educational Assistant Music Accompanist Title I |
| Grade 11 | Technology Assistant |
| Grade 12 | Health Associate |

Section 2. Rates of Pay. Employees will be compensated pursuant to the pay grades as provided in Appendix A for the 2019-2020 school year on one step above their 2018-2019 placement beginning on April 1, 2020. Using a twelve (12) month model, employees will

receive five (5) months of wages based on the higher step during the 2019-2020 contract year (April through August 2020 direct deposits). Direct deposit amounts will be adjusted for employees paid over ten (10) months to ensure they receive five-twelfths (5/12) of wages based on the higher step. Employees will be compensated pursuant to the pay grades as provided in Appendix B for the 2020-2021 school year on one step above their 2019-2020 placement.

Section 3. Anniversary Date. For the purpose of salary/wage advancement and benefit accrual, the anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

Section 4. Status of Salary Schedule. During the duration of this agreement, advancement on any salary step shall be subject to the terms of this agreement. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to the current rate until a successor agreement is executed.

Section 5. New Employees. A new employee shall be placed on the step of the salary schedule for the appropriate classification as agreed between the School District and the new employee.

Section 6. Additional Work Hours and Compensatory Time. Employees shall be compensated at their regular rate for additional hours worked related to special assignments (i.e., substitute duties, special projects, summer employment). The additional work hours must have preapproval by the administration.

The School District may grant an employee's request for compensatory time off in lieu of additional payment to the extent allowed by law. The scheduling of any use of accrued compensatory time requires approval by an employee's supervisor. Accrued compensatory time shall not be carried beyond the end of the school year. Any compensatory time remaining at the end of the school year shall be paid at the employee's regular rate of pay.

Section 7. District In-Services. Employees required to attend staff in-service activities sponsored by the School District will be compensated at their regular rate of pay. Time spent traveling from one school building to another to attend a staff in-service activity is considered work time for the purposes of calculating an employee's work hours.

Section 8. Change in Pay Grade. An employee who transfers from a lower pay grade to a higher pay grade shall be compensated on the new pay grade at the lowest step that results in a pay increase for the employee. An employee who transfers from a higher pay grade to a lower pay grade will be compensated on the same step of the salary schedule at the lower pay grade as occupied in the higher pay grade unless the School District determines that a higher step is appropriate.

Section 9. Holiday Pay. Employees shall receive four (4) paid holidays per school year, which will be observed on Thanksgiving, Friday after Thanksgiving Day, New Year's Day, and Memorial Day. An employee will receive pay for such holidays based upon his/her regularly scheduled work day.

Section 10. Wellness Bonus.

Subd. 1. No later than seven (7) calendar days before the last student day, the School District shall provide each employee who has used four or fewer sick leave days during the year and has an accrued sick leave balance of ninety days or more with notice of their total amount of unused sick leave days. Upon notice to the district's Human Resources Department on or before the last student day of the school year, full-time employees who meet such criteria will be eligible to elect reimbursement for unused sick leave days in accordance with the following schedule:

| Total Number of Unused Sick Leave Days at the End of the Fiscal Year | Number of Unused Sick Leave Days for which an Employee May Elect Reimbursement | Reimbursement Rate Per Unused Sick Leave Day |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------|
| 90+ | Up to 10 | \$50.00 |

A part-time employee will be eligible to elect reimbursement for unused sick leave in accordance with this subdivision in a prorated amount proportional to his/her employment. If an employee elects reimbursement for unused sick leave days under this section, then his/her total unused sick leave will be reduced in accordance with such election.

Any reimbursement for unused sick leave paid pursuant to this subdivision will be paid to a post-employment Health Reimbursement Account on behalf of the employee no later than August 31.

Employees who are eligible for a wellness bonus pursuant to this subdivision are not eligible for an additional wellness bonus under the requirements of subdivision 2.

Subd. 2. After employed one year with the School District, as defined in the Anniversary Date section of this Agreement, full-time and part-time employees will be paid \$300.00 annually if no sick leave is used during a school year and \$100.00 annually if no more than two (2) days of sick leave are used during a school year. Approved bereavement leave will not be considered an absence for the purposes of this subdivision. A part-time employee will receive a prorated wellness bonus in an amount proportional to his/her employment. Wellness bonuses earned pursuant to this subdivision will be paid as a cash payment on the July 15 pay date of the new fiscal year.

Employees who are eligible for a wellness bonus pursuant to this subdivision are not eligible for an additional wellness bonus under the requirements of subdivision 1.

Section 11. Longevity Pay. Employees will receive an additional \$0.15 per hour upon 15 years of continuous service, \$0.30 per hour upon 20 years of continuous service, and \$0.40 per hour upon 25 years of continuous service. An employee's years of service will be calculated in accordance with the anniversary date section of this Agreement.

Section 12. Paraprofessional Credential. An employee who receives a voluntary credential for education paraprofessionals pursuant to Minnesota Rule 8710.9000 will receive an additional \$0.60 per hour. To qualify for such amount, an employee must present a copy of his/her credential certificate issued by the Minnesota Public Educator Licensing and Standards Board to the Human Resources Department on or before September 1. Employees who present credential certificates after September 1 will qualify for the additional amount beginning in the next school year.

Section 13. Pay Dates. Pay days shall be in accordance with the calendar of pay dates established by the business office. Full-time employees may elect to be paid over a 12-month period.

ARTICLE VIII INSURANCE

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

Section 2. Hospitalization and Medical Insurance.

Subd. 1. Contribution. The School District will contribute a monthly sum, not to exceed the listed amounts toward the cost of the premium for the current medical/hospitalization plan for each full-time and part-time employee who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

| School District Monthly Contribution | Effective September 1, 2019 | Effective March 1, 2020 | Effective September 1, 2020 |
|--------------------------------------------|--------------------------------|----------------------------|--------------------------------|
| Full-time Employees | | | |
| Single | \$681.23 | \$713.28 | \$767.13 |
| Single + 1 | \$986.00 | \$1,060.59 | \$1,185.91 |
| Family | \$1,234.50 | \$1,324.94 | \$1,476.88 |
| Part-time Employees | | | |
| Single | \$340.62 | \$356.64 | \$383.57 |
| Single + 1 | \$493.00 | \$530.30 | \$592.96 |
| Family | \$617.25 | \$662.47 | \$738.44 |
| Part-time Personnel II Employees | \$0 | \$0 | \$0 |

School District monthly insurance contributions for full-time employees reflect the amounts provided in the Waconia Education Association's 2019-2021 collective bargaining agreement. Part-time employee contributions have been adjusted accordingly (i.e., one-half of full-time contribution).

Subd 2. Definitions. For purposes of application of this section, the terms as utilized in Subd. 1 are defined as follows:

- A. **Full-time Employees.** Employees regularly employed and scheduled to work one thousand twenty (1,020) hours or more (average of six (6) or more hours per day) during the school year are considered full-time employees.
- B. **Part-Time Employees.** Employees regularly employed and scheduled to work more than seven hundred sixty-four (764) hours per school year but less than one thousand twenty (1,020) hours (average of 4.5 hours and less than 6 hours per day) during the school year are considered part-time employees.

- C. **Part-Time Personnel II.** Employees regularly employed and scheduled to work less than seven hundred sixty-five (765) hours per school year (average of less than 4.5 hours per day) during the school year are considered part-time personnel II.

Section 3. Dental Insurance. All employees working 20 or more hours per week are eligible to participate in the School District's dental insurance program. Employees may use any dollar amounts not used for health insurance coverage for payment of their dental insurance.

Section 4. Income Protection. The School District shall provide income protection insurance in an amount equal to the group income protection insurance plan approved by the School District for full-time employees.

Section 5. Term Life Insurance. The School District shall provide a \$30,000 term life insurance policy for full-time and part-time employees.

Section 6. Hospitalization Insurance Access Upon Retirement. Pursuant to Minn. Stat. § 471.61, Subd. 2b, a retired employee may access the School District's hospitalization insurance program, at the employee's expense, with coverage available until the employee's 65th birthday. For purposes of this section, a retiree shall mean an employee who is eligible for or is drawing a retirement annuity from the State of Minnesota. Access shall also be available to an employee, at the employee's expense, who is receiving a disability benefit from a Minnesota public pension plan.

Section 7. Claims Against the School District. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, enrolled in the particular insurance plan and on paid status, except where the law requires employer contribution while on unpaid status. Upon termination of employment, all School District contribution shall cease.

ARTICLE IX CAREER TRANSITION TRUST

Section 1. Introduction. The purpose of the Career Transition Trust (hereinafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the School District. The PLAN will require participation by the employee coupled with a matching contribution from the School District. The objective of the PLAN is to develop a long-term solution to the concept of severance for employees.

Section 2. Defined Contribution Plan.

District Matching Benefits:

| <u>Years of Service in District</u> | <u>Board Matching Contribution</u> |
|------------------------------------------------|-----------------------------------------------|
| 0-3 years | No District Match |
| 4-10 years | \$375 Match |
| 11-15 years | \$625 Match |
| 16-20 years | \$925 Match |
| 21-25 years | \$1,225 Match |
| 26+ years | \$1,525 Match |

Lifetime Maximum School District Contribution \$27,000

Employees working twenty (20) hours or more per week (minimum of 688 hours per year) shall be eligible for a pro rata share of the School District's matching contribution.

Section 3. Administration of PLAN.

Subd. 1. Benefits Cannot be Accumulated. The School District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Section 2 above. An employee may elect to contribute to the selected program more than the School District match. The PLAN only defines the limits of the School District's participation in the selected program. The School District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2. Definition – Years of Service. Years of service shall mean years of accumulated full-time equivalent service in Independent School District #110. Years of service shall be measured as of July 1 of each year.

Subd. 3. Plan Year. The annual year for the Level I School District contributions shall be July 1 through June 30. Changes in School District matching amounts, based on years of service, shall occur on July 1 of each year. Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the School District will begin matching contributions.

Subd. 4. District Contribution. When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 5. Compliance with Law. The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

ARTICLE X SENIORITY

Section 1. Seniority Rights. Seniority rights affecting the layoff and recall of employees shall be governed by this article. For such purposes, there shall be two separate and distinct seniority lists and attendant seniority rights as follows:

Subd. 1. Full-Time Employees. For purposes of this article, the term full-time employee shall mean an employee regularly employed 774 or more hours per year (4.5 hours times 172 days). All such employees shall be placed upon the full-time seniority list and acquire seniority after completion of their probationary period.

Subd. 2. Part-Time Employees. For purposes of this article, the term part-time employee shall mean an employee regularly employed less than 774 hours per year. All such employees shall be placed upon the part-time seniority list and acquire seniority after completion of their probationary period.

Section 2. Seniority Date. An employee shall be placed on the seniority list based upon the employee's first date of work in the School District.

Section 3. Operation of Seniority.

Subd. 1. Except as otherwise provided herein, there will be no seniority rights between the full-time seniority list and the part-time seniority list.

Subd. 2. Subject to the provisions of this Article, layoffs shall be in reverse seniority order within classification and qualification.

Subd. 3. If a reduction in the number of employees in an identified classification is required, the School District will effect such a reduction in reverse order of seniority for the identified seniority list within classification. Recall shall occur by seniority order within classification, qualification and for the identified seniority list. After notification, an employee on layoff has two (2) business days to accept an available position. An employee on layoff who has been offered and has accepted the offer for a position in the same classification to their previous position and on the same identified seniority list shall be considered recalled.

An employee on layoff who has been offered and has refused the offer of a position that is not in the same classification to their previous position and on the same identified seniority list will not forfeit further recall rights, and will remain on the recall list.

An employee on layoff who is offered a position in the same classification to their previous position and on the same identified seniority list shall have the right to refuse one (1) position without forfeiting his/her recall rights. An employee on layoff who is offered and has refused the offer for a second position in the same classification to their previous position and on the same identified seniority list shall forfeit any and all rights to recall.

An employee on layoff is obligated to provide his/her mailing address and telephone number to the Human Resources Department so that he/she can be contacted regarding available positions.

Recall rights shall be forfeited after three (3) years on layoff without recall.

Subd. 4. In the event that the employee cannot hold a position because of lack of seniority in the employee's classification which is being reduced, the employee may be reassigned to a classification in the same or lower pay grade, provided the employee is fully qualified for the classification as determined by the School District.

Subd. 5. This article shall not apply to a reduction in hours if the reduction is less than two hours.

Subd. 6. For purposes of this article, classification shall be those as provided in Article VII, Section 1.

Section 4. Reassignment between School District Buildings. Any involuntary employee transfer between school district buildings that results in a reduction of hours sufficient to change an employee's status from full-time to part-time as defined in Article VIII, section 2, subdivisions 2(a) and (b) will follow seniority within that classification.

Section 5. Publication of Seniority List. On or before November 1 of each school year, the administration shall prepare two seniority lists from School District records. The listing on each seniority list will include the employee's name, first date of work, classification and pay grade. Placement on the seniority lists will be determined by the administration.

Section 6. Posting. These seniority listings will be posted in an official place at each school building in the School District. Any employee whose name appears on the list shall have ten (10) days from the posting to request corrections of any factual errors on the seniority list. The final seniority listings shall be binding on the School District and School District employees.

Section 7. Loss of Seniority. Employees listed on either seniority list shall be allowed to retain seniority rights for a period of up to three (3) years' absence due to layoff from active employment in the School District. Recall rights shall be forfeited after three (3) years on layoff without recall.

Section 8. Change of Category. The School District may reassign an employee to a different classification. In the event an employee is reassigned, the employee will retain seniority in the prior classification for up to one year. After one year, if the employee remains in the reassigned classification, seniority in the prior classification shall lapse.

Section 9. Ties in Seniority. In the event of staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be at the discretion of the School District based upon criteria including: paraprofessional credential, performance, training, experience, number of hours worked, skills and special assignments, and other relevant factors.

Section 10. No Bumping by Employee. Nothing contained in this Agreement shall create or be construed to allow a personal right of "bumping" by the School District employees. Only the School District shall have the right to assign employees to the various employment positions covered by this Agreement in accordance with the seniority listings established by the School District.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave. All employees shall earn ten (10) days of sick leave each year of service in the employ of the School District. The sick leave will be determined at an hourly rate based on the employee's regular daily work schedule. Unused sick leave may be accumulated to 90 working days, which will be determined at an hourly rate. Employees whose work schedule is reduced will not lose accrued hours, but further accrual will be limited as above. Part-time employees will receive a prorated amount of sick leave hours based on their average daily work schedule.

An employee may utilize sick leave for personal illness or injury of the employee's family members pursuant to the provisions of Minn. Stat. § 181.9413. The School District may require the employee to provide a medical certification from a qualified physician indicating that an absence was necessary due to illness or injury. Additional sick leave days to care for a family member who is suffering from a serious illness may be approved at the discretion of the Superintendent or his/her designee.

Section 2. Personal Leave. All employees shall earn one (1) day of personal leave each year of service in the employ of the School District. After five years of continuous employment, employees will accrue an additional personal leave day for a total of two (2) personal leave days each year. Beginning with the eleventh year of continuous employment, employees will accrue a

total of three (3) personal leave days each year. A maximum of three (3) personal leave days may be carried over to the next school year. The leave will be determined at an hourly rate based on the employee's regular daily work schedule. Part-time employees will receive a prorated amount of personal leave hours based on their average daily work schedule.

Personal leave days may not be used during the first week of the school year or the last two weeks of the school year and are to be taken with the approval of the School District Administration. Requests to use personal leave during the first week and last two weeks of the school year will only be granted for extraordinary circumstances, as determined at the sole discretion of the Superintendent or designee. Also, not more than two employees who need substitute coverage can be on personal leave from a building on any given day.

Section 3. Unpaid Leave. Employees may be granted leave by the School District for situations which are not covered under the conditions of employment by this Agreement.

Section 4. Family Bereavement and Emergency Leave.

Subd. 1. All employees may be granted a leave of no more than five (5) days per year, non-accumulative, with the days to be deducted from sick leave, in the event of a death or family emergency in the employee's immediate family. The employee's immediate family shall be deemed to include spouse, children, father, mother, guardian, brother, sister, father-in-law, mother-in-law, aunt, uncle, grandparent or grandchildren. Request for family leave must be made to the Superintendent of Schools or designee. The request shall state the reason for the proposed leave. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 2. The School District may require an employee to furnish competent evidence of an emergency in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District. The School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Section 5. Other Bereavement Leave. In case of death of anyone not specifically addressed by the immediate family, all full-time employees shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. Part-time employees will be prorated based on a percentage of the time that each part-time person works.

Section 6. Federal Family and Medical Leave Act. Family and medical leaves are subject to the provisions of the Federal Family and Medical Leave Act (FMLA).

Section 7. Support of School Activity Leave. All employees will be allowed two (2) hours per year of non-accumulative time to support a school activity related to the employee's

child, step-child, or foster child (i.e., reading in the classroom, helping with vision and screening, attending a performance). A child is defined as an individual under eighteen years of age or under age twenty who is still attending secondary school. The leave will be granted when internal coverage can be provided and preapproval is received from the administration. Additional unpaid leave shall be granted pursuant to Minn. Stat. § 181.9412, subd. 2.

Section 8. Jury Duty. Employees called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the School District for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have occurred had the employee been working during the period of absence, less all per diem reimbursements for such duty.

Section 9. Benefits While on Unpaid Leave. Benefits to which an employee was entitled at the time the employee's unpaid leave commenced, including seniority, unused accumulated sick leave, and position on the salary schedule, shall be restored upon the employee's return. The employee shall be returned to the same position the employee left at time of the commencement of the leave or, if not available, to such other position for which the employee is qualified. An employee on an authorized unpaid leave of absence is also eligible to continue in the School District's group insurance programs. The employee shall pay the entire premium for such insurances, commencing at the beginning of the leave and shall pay the School District the monthly premiums in advance on a schedule as determined by the School District. Nonpayment shall result in policy cancellation.

Section 10. Workers' Compensation. An employee receiving compensation pursuant to the Workers' Compensation law may elect to use sick leave in order to make up the difference between the workers' compensation payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of sick leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

Section 11. Sick and Personal Leave Donation. Employees will be allowed to donate sick or personal leave to a fellow member of the bargaining unit who has exhausted all of his or her accrued paid leave (sick leave and personal leave) and is experiencing a catastrophic illness or injury as determined by the School District. The amount of leave that may be donated by an employee, or received by an employee, is at the discretion of the School District. Donated days may only be used for an employee's regularly scheduled duty days. The donation of sick and personal leave is voluntary and donated days must be deducted from the donating employee's sick or personal leave accrued balance.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee of the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be altered by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a holiday. The winter and spring breaks will be treated as holidays for the purpose of the grievance procedure timeline.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period or jointly noted by the parties in the event the notice or document is hand-delivered. The filing or service of any notice or document may be accomplished by electronic means if it bears the date and time of its transmittal to the other party.

Subd. 5. Time Limitation and Waiver: Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District designee. The parties may mutually agree to waive and/or extend timelines. Such agreements shall be written.

Subd. 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein, shall constitute a denial of the grievance and the exclusive representative may appeal it to the next level.

Section 3. Adjustment of Grievance. The School District and the exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the employee and the employee's immediate supervisor. If the grievance is not resolved through informal discussion, the exclusive representative shall reduce the grievance in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the relief sought within thirty (30) days after the date the event giving rise to the grievance occurred. The School District's designee shall respond in writing to the grievance within ten (10) days after receipt of the grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the exclusive representative may appeal to the Director of Human Resources, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Human Resources, the Director of Human Resources or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Human Resources shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue his/her decision in writing to the parties involved.

Subd. 4. Notice Requirements for Levels I-III: A written notice required under this section will be deemed to have been received if it is delivered by email.

Section 4. Arbitration Procedures. In the event that the exclusive representative and the School District are unable to resolve the grievance, the grievance may be submitted to arbitration as explained herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the exclusive representative, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of

Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to

efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII
PROBATIONARY PERIOD, EMPLOYEE DISCIPLINE
AND PERSONNEL FILES

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the right to terminate or discipline such employee. During the probationary period, action by the School District to terminate or discipline a probationary employee is not grievable. However, the employee shall be given the reasons for the termination, in writing. Also, probationary employees shall have the right to bring a grievance regarding any other provision of the contract alleged to have been violated.

Section 2. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharge shall have access to the grievance procedure.

Section 3. Progressive Discipline. The School District recognizes the concept of progressive discipline consisting of 1) oral reprimand; 2) written reprimand; 3) suspension without pay; and 4) discharge. However, the School District reserves the right to impose discipline at any level, as determined by the School District, based upon the circumstances surrounding the action and the seriousness of the offense for which the employee is being disciplined. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. An oral reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration. A written reprimand shall be subject to the grievance procedure, and any material found to be false or substantially inaccurate through such procedure, shall be expunged from the employee's file.

Section 4. Probationary Period - Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification. The employee also has the right to request a return to his/her former classification within the three-month probationary period.

Section 5. Personnel Files. Employees shall be given a copy of evaluation or disciplinary entries which are placed in the employee's personnel file, to the extent practicable. The contents of an employee's personnel file shall be disclosed to the employee and/or to the employee's union representative upon written request of the employee. The employee shall have the right to a copy of the contents of the personnel file at the employee's expense.

ARTICLE XIV MISCELLANEOUS

Section 1. Retroactive Pay. Retroactive pay pursuant to the provisions of this Agreement shall be made to all employees who are employed as of the date of execution of this Agreement by the parties. Employees who have terminated employment prior to the date of execution of this Agreement shall not be entitled to any payments pursuant to this Agreement.

Section 2. Children of Employees. If space is available at an employee's school building, then he/she may enroll his/her children in such building regardless of his/her residence. Enrollment under this section must occur prior to the beginning of the school year and changes shall not be allowed to such enrollment until the following school year. Whether space is available in a particular building and at a specific grade level shall be determined by the School District.

ARTICLE XV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2021, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

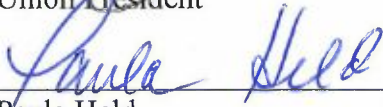
Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

**FOR EDUCATION MINNESOTA
#110 EDUCATIONAL SUPPORT
PROFESSIONALS**



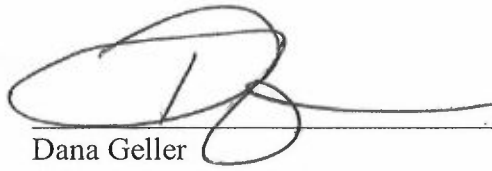
Craig Stanton
Union President



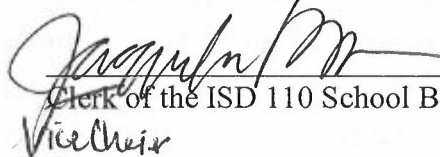
Paula Held
Negotiation Committee Chair

Dated this 25 day of February 2020.

**FOR INDEPENDENT SCHOOL
DISTRICT NO. 110**



Dana Geller
School Board Chair



Clerk of the ISD 110 School Board
Vice Chair

Dated this 25 day of February 2020.

APPENDIX A
RATES OF PAY

2019-2020

| Pay Periods September 15, 2019-March 31, 2020 | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-----------------------------------------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| Health Associate | 12 | \$17.96 | \$18.57 | \$19.17 | \$19.80 | \$20.42 | \$21.03 | \$21.66 | \$22.26 | \$22.89 | \$23.52 | \$24.13 |
| Technology Assistant | 11 | \$17.43 | \$18.03 | \$18.62 | \$19.22 | \$19.83 | \$20.43 | \$21.02 | \$21.64 | \$22.23 | \$22.82 | \$23.45 |
| Educational Assistant, Title I, Music Accompanist, Due Process Clerk | 9 | \$15.97 | \$16.43 | \$16.88 | \$17.34 | \$17.80 | \$18.26 | \$18.70 | \$19.16 | \$19.63 | \$20.10 | \$20.56 |
| Media Assistant | 8 | \$15.39 | \$15.82 | \$16.24 | \$16.68 | \$17.12 | \$17.55 | \$17.97 | \$18.39 | \$18.84 | \$19.27 | \$19.69 |
| Administrative Assistant I | 5 | \$14.78 | \$15.18 | \$15.61 | \$16.02 | \$16.44 | \$16.87 | \$17.29 | \$17.72 | \$18.13 | \$18.56 | \$19.00 |

| Pay Periods April 1, 2020- August 31, 2020 | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-----------------------------------------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| Health Associate | 12 | \$18.05 | \$18.66 | \$19.27 | \$19.90 | \$20.52 | \$21.14 | \$21.77 | \$22.37 | \$23.00 | \$23.64 | \$24.25 |
| Technology Assistant | 11 | \$17.52 | \$18.12 | \$18.71 | \$19.32 | \$19.93 | \$20.53 | \$21.13 | \$21.75 | \$22.34 | \$22.93 | \$23.57 |
| Educational Assistant, Title I, Music Accompanist, Due Process Clerk | 9 | \$16.05 | \$16.51 | \$16.96 | \$17.43 | \$17.89 | \$18.35 | \$18.79 | \$19.26 | \$19.73 | \$20.20 | \$20.66 |
| Media Assistant | 8 | \$15.47 | \$15.90 | \$16.32 | \$16.76 | \$17.21 | \$17.64 | \$18.06 | \$18.48 | \$18.93 | \$19.37 | \$19.79 |
| Administrative Assistant I | 5 | \$14.85 | \$15.26 | \$15.69 | \$16.10 | \$16.52 | \$16.95 | \$17.38 | \$17.81 | \$18.22 | \$18.65 | \$19.10 |

Eligible employees will advance one (1) step on April 1, 2020 for the 2019-2020 year and one (1) step at the beginning of the 2020-2021 year.

APPENDIX B

RATES OF PAY

2020-2021

| Position | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|----------------------------------------------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Health Associate | 12 | \$18.14 | \$18.75 | \$19.37 | \$20.00 | \$20.62 | \$21.25 | \$21.88 | \$22.48 | \$23.12 | \$23.76 | \$24.37 |
| Technology Assistant | 11 | \$17.61 | \$18.21 | \$18.80 | \$19.42 | \$20.03 | \$20.63 | \$21.24 | \$21.86 | \$22.45 | \$23.04 | \$23.69 |
| Educational Assistant, Title I, Music Accompanist, Due Process Clerk | 9 | \$16.13 | \$16.59 | \$17.04 | \$17.52 | \$17.98 | \$18.44 | \$18.88 | \$19.36 | \$19.83 | \$20.30 | \$20.76 |
| Media Assistant | 8 | \$15.55 | \$15.98 | \$16.40 | \$16.84 | \$17.30 | \$17.73 | \$18.15 | \$18.57 | \$19.02 | \$19.47 | \$19.89 |
| Administrative Assistant I | 5 | \$14.92 | \$15.34 | \$15.77 | \$16.18 | \$16.60 | \$17.03 | \$17.47 | \$17.90 | \$18.31 | \$18.74 | \$19.20 |

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING REGARDING JOB GRADE TRANSITION ADJUSTMENT

WHEREAS, Independent School District Number 110, ("District") conducted an analysis of its Pay Equity System and has made adjustments to job classifications and pay ranges and;

WHEREAS, employees represented by Education Minnesota District Number 110 Educational Support Professionals ("Union") were subject to adjustments arising out of the District's analysis of its Pay Equity System and;

WHEREAS, during the course of negotiations between the District and the Union for the 2007-09 Master Agreement, the parties agreed that the adjustments will be implemented without a detrimental impact upon those employees who were subject to the adjustments;

NOW, THEREFORE, the District and the Union have reached the following agreement concerning the employees subject to adjustments arising out of the District's analysis of its Pay Equity System.

Section 1. Previous Grade 3 Employees: Employees who, prior to the 2007-09 Master Contract, were classified as Grade 3 employees will be reclassified as Grade 5A employees. The Grade 5A wages will track with the District's Grade 9 wages for employees represented by the Union. Grade 5A employees will be placed at Grade 5A, Step 10 for 2007-2008 and Step 11 for 2008-2009. Thereafter, changes to Grade 5A will be based upon changes negotiated for other grades of employees represented by the union. No employees other than those named below will be added to Grade 5A. Grade 5A will cease to exist when the employees named below have either transferred to a different job classification in the District or their employment with the District ends for any reason.

Grade 5A employees are:

Kristin Glander
Peggy Rajewsky
Julie Foust

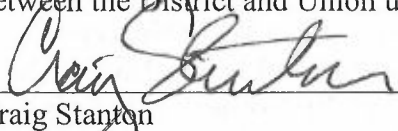
Section 2. Previous Grade 5 employees: Employees who, prior to the 2007-09 Master Contract, were classified as Grade 5 employees will be reclassified as Grade 5B employees. The Grade 5B wages will track with the District's Grade 11 wages for employees represented by the Union. Grade 5B employees will be placed at Grade 5B, Step 11 for 2007-2008 and 2008-2009. Thereafter, changes to Grade 5B will be based upon changes negotiated for the other grades of employees represented by the union. No employees other than those named below will be added to Grade 5B and Grade 5B will cease to exist when the employees named below have either transferred to a different job classification in the District or their employment with the District

ends for any reason.

Grade 5B employees are:


Melanie Hasse

Section 3. Term of Memorandum of Understanding: Sections 1 and 2 of this Memorandum of Understanding shall automatically renew and be attached to subsequent Master Agreements between the District and Union until Grades 5A and 5B cease to exist.



Craig Stanton
Union President

Dated this 25 day of February 2020.



Dana Geller
School Board Chair

Dated this 25 day of February 2020.

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING EDUCATIONAL SUPPORT PROFESSIONAL MENTOR PROGRAM

Memorandum of Understanding Between Waconia Public Schools—ISD 110 and Education Minnesota District #110 Educational Support Professionals

During the 2011-2013 negotiations process, the parties have agreed to establish an Educational Support Professional Mentor Program to begin in the 2012-2013 school year. The parties have agreed to continue the program for the term of the 2019-2021 collective bargaining agreement. The program's purpose will be to provide additional support and guidance to Educational Support Professionals who are in their first year of employment with ISD 110. The program's highlights will include professional building orientations conducted by building mentors, ongoing contact and support by both district-wide and building program participants, and opportunities for both mentors and mentees to share experiences, resources and materials at twice-yearly mentor meetings.

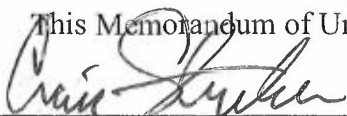
The Educational Support Professional Mentor Program will require ISD 110 Educational Support Professionals to fill the following roles:

- One district-wide Mentor Coordinator to be selected by the School District; and
- One Mentor at each school building to be selected by the Mentor Coordinator.

The School District will establish duties and expectations for the Mentor Coordinator, which will be available in the Human Resources Department. The Mentor Coordinator and Director of Human Resources will work together to establish duties and expectations for the building Mentors.

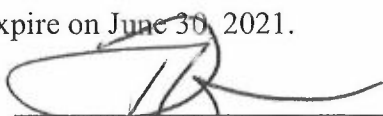
The Mentor Coordinator will receive an annual stipend in the amount of \$300.00 if all mentor program requirements have been met including the arrangement and facilitation of two district-wide mentor meetings. Mentors will receive an annual stipend in the amount of \$200.00 if all mentor program requirements have been met including their attendance at both district-wide mentor meetings. Stipends shall be paid on the June 30 direct deposit.

This Memorandum of Understanding will expire on June 30, 2021.



Craig Stanton
Union President

Dated this 25 day of February 2020.



Dana Geller
School Board Chair

Dated this 25 day of February 2020.