

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA**

**AND**

**EDUCATION MINNESOTA-NORTHFIELD PUBLIC SCHOOLS EDUCATIONAL SUPPORT STAFF,  
LOCAL #6030, EDUCATION MINNESOTA, AFT, NEA, AFL-CIO**

**AGREEMENT EXTENDS FROM**

**July 1, 2022 to June 30, 2024**

*Approved by the School Board on July 11, 2022*

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## ARTICLE I EMPLOYMENT

**Section 1.01 Parties:** THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the Education Minnesota-Northfield Public Schools Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Educational Assistants during the duration of this Agreement.

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1.02 Recognition:** In accordance with the P.E.L.R.A, the school district recognizes the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO as the exclusive representative for Educational Assistants employed by the School Board of Independent School District No. 659, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

**Section 1.03 Appropriate Unit:** The exclusive representative shall represent all Educational Assistants in the district contained in the appropriate unit as defined in Article I, Section 1.06 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

**Section 1.04 Information:** The school district shall provide the exclusive representative with a list that includes the classification, position title, and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the school district shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

### DEFINITIONS

**Section 1.05 Terms and Conditions of Employment:** shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 1.06 Description of Appropriate Unit:** For purposes of this Agreement, the term Educational Assistants shall mean all Educational Assistants in the appropriate unit employed by the school district, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all other employees.

**Section 1.07 School District:** For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

**Section 1.08. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## SCHOOL DISTRICT RIGHTS

**Section 1.09 Inherent Managerial Rights:** The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 1.10 Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**Section 1.11 Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by State and Federal laws, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 1.12 Reservation of Managerial Rights:** The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

## EMPLOYEE RIGHTS

**Section 1.13 Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 1.14 Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

**Section 1.15 Request for Dues Check Off:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card

of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization as outlined in Appendix D.

**Section 1.16 List of Unit Employees:** The school district will provide the exclusive representative with a list of all unit employees upon request.

**Section 1.17 Conducting Business of the Exclusive Representative:** The exclusive representative shall have access to school facilities, including equipment, by arranging with the office of Community Education. Reasonable time without loss of pay may be granted by the school district for use by the exclusive representative for representation issues, negotiations or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

**Section 1.18 Personnel Files:** An employee may review his or her district personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any material contained therein, and shall have the right to challenge false or inaccurate statements as provided by state statute. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

**Section 1.19 Association Release Time:** During the term of this Agreement, the exclusive representative will have available 40 hours of release time. This time shall include all time spent away from work duties on behalf of the exclusive representative as designated by the Northfield Schools Educational Support Staff President including any grievance activities. Association leave shall not be used for activities in support of any other exclusive representative of employees, nor to run for elective office of any kind.

## ARTICLE II RATES OF PAY, HOURS OF SERVICE AND HOLIDAYS

**Section 2.01 Job Classifications:** Educational Assistants (EA) represented by the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, shall be employed in two classifications: General Education EA and Special Education EA. A job classification appeals process is available from the Human Resources Office.

**General Education EA:** to include Supervisory, Instructional, and Media Educational Assistants.

**Special Education EA:** to include Special Education Personal Care Assistant Educational Assistants.

**Section 2.02 Rates of Pay:** The steps and corresponding rates of pay are shown below. Step placement of entering employees shall be determined by the School Board.

Step changes shall take effect on July 1. In order for an employee to advance to a succeeding step on the schedule, she/he must have been employed by the district for more than half of the preceding work year.

During the duration of this Agreement, advancement on any salary schedule 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 his/her current rate until a successor Agreement is entered into.

2022-23

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Base Pay:	16.33	16.70	17.05	17.70

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2023-24

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Base Pay:	16.66	17.03	17.39	18.05

**Special Education PCA Stipend:** All Educational Assistants working as Personal Care Assistants (PCA) shall receive a \$2,500 stipend, prorated to the number of hours worked in special education. Proration for hours worked as a PCA will be based on the following schedule:

<u>Hours/day</u>	<u>Percentage</u>
6.0 – 8.0 hrs/day	100%
4.0 to 5.99 hrs/day	75%
2.0 to 3.99 hrs/day	50%
Less than 2 hrs/day	25%

**Section 2.03 Employee Information:** A copy of the School Board follow up information authorizing the employment of a new staff member shall be forwarded to the president of the association.

**HOURS OF SERVICE**

**Section 2.04 Work Day:** The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District and shall be scheduled by the building principal. The paid work day for Educational Assistants shall include an unpaid lunch break of 30 minutes or as otherwise mutually agreed. Educational Assistants may not be able to take a duty free lunch during non-regularly scheduled or special events such as off-site field trips. Educational Assistants will be paid in the event they lose their duty free lunch.

**Section 2.05 Work Year:** The work year for Educational Assistants shall normally be the instructional days in session plus eight hours of training opportunities and additional days as deemed necessary by the district.

The district and the exclusive representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

**Section 2.06 Breaks:** Educational Assistants shall receive a 15-minute paid break during each three hours of employ, not to exceed two 15-minute paid breaks per day. These paid breaks shall be taken at a time when the least possible disruption in service results. Educational Assistants may not be able to take breaks during non-regularly scheduled or special events, such as an off-site field trip. It is understood that Educational Assistant will not receive additional pay for these lost breaks.

**Section 2.07 School Closing:** An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, riot, etc.

**Subd. 1 -** In the event that school (or schools) is closed due to an emergency, Educational Assistants shall continue to receive compensation proportionate to their work day for one day per year. School days that begin late or end early due to an emergency shall not be counted towards this one day and Educational Assistants shall receive compensation proportionate to their workday for late start or early release portions of their day. Educational Assistants shall be required to perform services if requested to do so by their immediate supervisor.

**Subd. 2 -** The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closing.

If school is closed for a second day or more that has not been designated a student make-up day according to the Northfield Public Schools Calendar (calendar), the day(s) transition to e-learning days and educational assistants will support student learning remotely

**Section 2.08 Payment of Employees:** Educational Assistants shall record their hours worked on the District approved online time recording system and shall be paid from the recorded time sheet.

In an effort to mitigate the financial impact of elected benefit deductions for Educational Assistants during pay periods with fewer school days, the District and Federation agree to follow the schedule below for the deductions of elected benefits.

1. 1 <sup>st</sup> September	<b>No Deduction</b>	11. 1 <sup>st</sup> February	Deduction
2. 2 <sup>nd</sup> September	Deduction	12. 2 <sup>nd</sup> February	Deduction
3. 1 <sup>st</sup> October	Deduction	13. 1 <sup>st</sup> March	Deduction
4. 2 <sup>nd</sup> October	Deduction	14. 2 <sup>nd</sup> March	Deduction
5. 1 <sup>st</sup> November	Deduction	15. 1 <sup>st</sup> April	<b>No Deduction</b>
6. 2 <sup>nd</sup> November	Deduction	16. 2 <sup>nd</sup> April	Deduction
7. 1 <sup>st</sup> December	Deduction	17. 1 <sup>st</sup> May	Deduction
8. 2 <sup>nd</sup> December	Deduction	18. 2 <sup>nd</sup> May	Deduction
9. 1 <sup>st</sup> January	<b>No Deduction</b>	19. 1 <sup>st</sup> June	Deduction
10. 2 <sup>nd</sup> January	Deduction	20. 2 <sup>nd</sup> June	<b>No Deduction</b>

### HOLIDAYS

**Section 2.09 Eligibility:** This article shall apply to Educational Assistants who work four hours per day or more.

**Section 2.10 Holidays with pay:** Six per year (proportionate to a work day)

Labor Day	Christmas Eve Day
Memorial Day	Christmas Day
Thanksgiving Day	New Year's Day

### ARTICLE III LEAVES OF ABSENCE

**Section 3.01 Eligibility:** Educational Assistants regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article except as provided in Section 3.02, Subd. 1.1 and Subd. 1.2 herein.

**Section 3.02 Sick Leave:**

**Subd. 1.** Eligible Educational Assistants as defined in Section 1 above, will earn ten (10) sick leave days with pay per year, proportionate to the work day.

**Subd. 1.1.** Educational Assistants who work between 14 and 19.99 hours per week will earn four (4) sick leave days with pay per year, proportionate to the work day. Such days will be noncumulative and may be used for sick leave or bereavement leave.

**Subd. 1.2.** Substitute or temporary Educational Assistants who are regularly scheduled to work less than sixty (60) days shall not be eligible for any benefits described under this article. Educational Assistants who are scheduled for 60 or more days but less than the entire school year shall earn a pro-rated amount of sick leave time based on eligibility requirements listed in Section 3.01 and Section 3.02 of this agreement and the amount of time remaining in the school year.

**Subd. 2.** Unused sick leave days proportionate to the educational assistant's work day, may accumulate to a maximum credit of 190 days for eligible educational assistants.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child or other individuals to the extent provided by Minnesota law which prevented the employee's attendance at work on that day or days.

**Subd. 4.** The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The school district shall retain the right to require an employee to provide a second medical certification, at district expense, from a physician of the employer's choosing prior to granting sick pay.

**Subd. 5.** All sick leave shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for sick days that are not later earned by such employee.

**Section 3.03 Bereavement Leave:** Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family or friends. Time off for bereavement leave shall be deducted from unused sick days.

**Section 3.04 Worker's Compensation:** An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave in combination with Worker's



Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, unless the employee notifies the district in advance that he or she elects not to use sick leave for this purpose. Benefit payments shall continue in accordance with state and federal laws.

**Section 3.05 Judicial Duty:** For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator immediately upon being excused from judicial duty.

**Section 3.06 -- Child Care Leaves:** Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those Educational Assistants that meet the current eligibility requirements of FMLA. All Educational Assistants are eligible for benefits outlined in District Policy 411, Disability After Childbirth.

**Subd. 1.** A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the Educational Assistant for an extended period of time.

**Subd. 2.** An Educational Assistant making needing a childcare leave of absence shall contact the Human Resources Office for the appropriate leave paperwork. Applications for childcare leave shall be made as soon as possible and at least two calendar months before commencement of the intended leave, except in unusual circumstances.

**Subd.3.** If the reason for the child care leave is occasioned by pregnancy, the Educational Assistant shall also provide at the time of the leave application, a statement indicating the expected date of the delivery.

**Subd. 4.** Child care leave shall be without pay. However, accumulated sick leave may be used for up to 8 weeks of pay after the birth of a child under District Policy 411, Disability After Childbirth. The remainder of the leave is unpaid.

**Subd. 5.** Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

**Subd. 6.** Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. These days would run concurrently with the 8 weeks allowed under District Policy 411.

**Section 3.07 Leave of Absence Without Pay:** Eligible Educational Assistants may apply for leaves of absence without pay in the event of personal extenuating circumstances.

**Subd. 1. Leave of Absence Without Pay:** Requests for leaves of absence without pay may be approved by the Director of Human Resources. Requests for unpaid leave of absence must be approved in advance except in cases of emergency.

**Section 3.08 Personal Leave:** Up to a total of five (5) days sick leave per year may be used to cover events requiring the employee's personal attention which cannot be conducted outside scheduled hours of work. No more than three (3) days can be used consecutively. No more than four (4) educational assistants per building can use personal on the same day. Request for leave under this Section must be through the District's substitute/leave system at least three (3) days in advance, except for emergencies.

Any unused Personal Leave days will remain as accrued sick leave.

**Section 3.09 School Conference and Activities Leave:** In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

#### **ARTICLE IV GROUP INSURANCE**

**Section 4.01 Group Insurance:** During the term of this contract, the employer will purchase the group insurance policies described in this article. It is understood and agreed that the provisions of this article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage.

Educational Assistants regularly scheduled to work twenty or more hours per week shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and acceptance by the carrier.

**Section 4.02 Health and Hospitalization Insurance:** Eligible employees and their spouse and dependent children may participate in the district group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. The difference between the Board contribution and the total insurance premium will be paid by the employee through payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

**Section 4.03 Income Protection:** Income protection insurance shall be provided for employees who are eligible for and enrolled in the school district's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the school district. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave in combination with income protection insurance payment to receive the employee's regular rate of pay.

**Section 4.04 Life Insurance:** The employer will provide group term life insurance coverage for eligible educational assistants in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction

**Section 4.05 Dental Insurance:** Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

**Section 4.06 Claims Against the School District:** It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 4.07 Duration of Insurance Contribution:** Eligible employees as described in Section 4.01 shall receive employer insurance contribution through August 31st. When termination of employment occurs prior to the completion of a school year, all district participation and contribution shall cease, effective at the end of the month in which termination of employment occurs. However, employees who were members of the district's health and hospitalization insurance and dental insurance plans prior to termination of employment may be continued in the group for a period following termination pursuant to applicable laws if they pay the entire premium amount.

## ARTICLE V EXPERIENCE AND RETENTION PAY

**Section 5.01 Experience and Retention Pay:** Educational Assistants shall receive experience and retention pay according to the schedule listed below. Experience and retention pay differential shall begin with the first paycheck issued to the employee after July 1 of the employee's fifth year of employment with the District.

In addition to the hourly rate to which they are entitled under Article II, Section 2.02, Educational Assistants shall be eligible for experience and retention pay according to the following schedule:

2022-23 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$2.00
9 to 13 years of experience completed	\$2.50
14 to 18 years of experience completed	\$3.00
19 or more years of experience completed	\$3.50

2023-24 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$2.00
9 to 13 years of experience completed	\$2.50
14 to 18 years of experience completed	\$3.00
19 or more years of experience completed	\$3.50

**ARTICLE VI  
403(b) TAX DEFERRED PLAN MATCHING**

**Section 6.01. District Match:** Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan. The School District will match an employee’s contribution to a 403(b) tax deferred plan up to \$600 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$35,000.

**ARTICLE VII  
PROBATIONARY PERIOD, EVALUATION, DISCIPLINE AND DISCHARGE,  
AND RESIGNATIONS**

**Section 7.01 Probationary Period:** New Educational Assistants hired by Independent School District No. 659 shall have a probationary period of six (6) months. During the probationary period, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to file a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1 Evaluations: The probationary period is a time during which a new employee is being tested on job capabilities, performance and fitness. As such, new employees should have a clear understanding of the district’s expectations and needs. An evaluation conference shall be held with the employee and the appropriate supervisor during the first six months of employment to assist the new employee in assessing his/her job performance.

**Section 7.02 Completion of Probationary Period:** An employee who has completed the probationary period may be disciplined or discharged only for cause.

**Section 7.03 Evaluation of Probationary Employees:** Probationary employees will be evaluated by their immediate supervisor prior to the end of the employee's probationary period.

**Section 7.04 Evaluation of Non-Probationary Employees:** Employees who have completed their probationary period will be evaluated at least once every five years.

**Section 7.05 Evaluation Review:** Evaluations will be reviewed with the employee within ten (10) working days of the evaluation. The employee will have the right to attach a response to the evaluation if the employee disagrees with the evaluation. An employee signature to an evaluation will only indicate that the evaluation has been received by the employee.

**Section 7.06 Discipline Procedures:** The School District will follow a policy of progressive discipline, when appropriate, with unit employees. The normal discipline sequence will be 1) an oral reprimand, 2) a written reprimand, 3) suspension without pay, 4) termination. The seriousness of the matter will determine at what level disciplinary action is commenced.

**Subd. 1.** A member of the exclusive representative suspended during an ongoing investigation, shall be paid the normal daily rate until the school district reaches its decision on the status of the employee and concluded its investigation.

**Section 7.07 Resignation:** Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained.

## **ARTICLE VIII EXPENSES**

Necessary and pre-approved expenses that are required of an Educational Assistant in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

An Educational Assistant will be reimbursed for the actual cost of replacement or repair of any damage to personal property and clothing as a result of student action or assigned duties up to a maximum of \$100.00 per incident with the exception of broken prescription glasses which will be reimbursed up to \$300. A Damage Report Form will be filled out by the employee and presented along with the damaged article for verification by the employee's supervisor prior to reimbursement.

## **ARTICLE IX NOTIFICATION OF JOB OPENINGS**

**Section 9.01 Notice:** The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school Educational Assistant job openings will be posted in each school for a period of five (5) working days. In addition, a copy will be sent to the president of the Educational Support Staff and all members of the local via the District e-mail system. Requests for consideration for job openings shall be made through the District's online application system.

Final judgment regarding the selection and placement of Educational Assistants shall be made by the school district upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

**Section 9.02 Job Opening:** Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position. Current employees shall be given first consideration for vacant positions.

**Section 9.03 Transfer:** Transfer shall be defined as change in job location or position. Whenever possible, an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer, the supervisor or his/her designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a building visit, if the position is in a new location for the employee.

## ARTICLE X REDUCTION OR ELIMINATION OF POSITIONS

**Section 10.01 Seniority Date:** The seniority date shall be defined as the most recent date of continuous employment in an Educational Assistant position in the District. Movement from one Educational Assistant classification to another shall not change the seniority date. Seniority shall continue during approved leaves of absence from the district. Upon returning from leave of absence, the educational assistant shall be placed on the same step of the salary schedule as previously occupied.

**Section 10.02 Reduction or Elimination of Positions:** The District shall consider the length of service (seniority), along with other relevant factors, of employees within the same job category and within the same building when reducing hours or eliminating positions. An employee on layoff shall retain his/her seniority and right to recall in seniority order for a period of eighteen 18 months after the date of layoff. In the event more than one employee on the recall list has the identical date of hire, the district's employee identification number shall be used, in ascending order, to place the employee on the recall list.

**Subd 1. Contact Information for Notice of Recall:** When placed on layoff an Educational Assistant shall file with the District Human Resources Office his or her name, active telephone number and either a second active telephone number or an active email address where he or she can be reached daily. It is the employee's responsibility to update any changes to the contact information with the Human Resources Office.

**Subd 2. Recall Notification:** The District Human Resources Office will notify one or more eligible employees when a position becomes available for recall. Each employee will be notified of his or her order on the recall list. After being offered the position the employee will have two (2) full eight hour business days to make a decision. The day of the call does not count toward the two full business days. When more than one employee is contacted concurrently for the same position, the employees will have the same two (2) full eight-hour business days to respond. If the position is accepted by a more senior employee, the less senior employee(s) will be contacted on the third business day and returned to the recall list. If no response is received by 4:00 p.m. on the second full business day, the offer will be considered declined.

If the School District Human Resources Office is unable to contact an eligible employee using the contact number(s) or email address supplied by the employee, the president of the exclusive