

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, 2024 to June 30, 2026

Approved by the School Board on January 13, 2025

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 their 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 their 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, they 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 their current rate until a successor Agreement is entered into.

	<u>2024-2025</u>			
	1	2	3	4
Base Pay:	18.33	18.73	19.13	19.86

	<u>2025-2026</u>			
	1	2	3	4
General Education	19.79	20.23	20.66	21.44
Special Education	21.86	22.30	22.73	23.51

Special Education PCA Stipend: All Educational Assistants working as Personal Care Assistants (PCA) in the 2024-2025 school year 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%

Beginning July 1, 2025 the Special Education PCA Stipend will be rolled into the base pay for special education assistant – PCA positions.

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 secondary special education educational assistants will may support student learning remotely, if deemed necessary by the student's case manager. General Education Educational Assistants and Special Education Educational Assistants not able to support students on e-learning days can choose to use personal paid time off, or complete training using the following modules:

- Vector
- Infinitec
- AXIS3
- Google Suite
- YouTube

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 st September | No Deduction | 11. | 1 st February | Deduction |
| 2. | 2 nd September | Deduction | 12. | 2 nd February | Deduction |
| 3. | 1 st October | Deduction | 13. | 1 st March | Deduction |
| 4. | 2 nd October | Deduction | 14. | 2 nd March | Deduction |
| 5. | 1 st November | Deduction | 15. | 1 st April | No Deduction |
| 6. | 2 nd November | Deduction | 16. | 2 nd April | Deduction |
| 7. | 1 st December | Deduction | 17. | 1 st May | Deduction |
| 8. | 2 nd December | Deduction | 18. | 2 nd May | Deduction |

9. 1 st January	No Deduction	19. 1 st June	Deduction
10. 2 nd January	Deduction	20. 2 nd June	No Deduction

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 they elect 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 and Adoption Leave: Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- A.** 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 employee for an extended period of time.
- B.** An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.
- C.** If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

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

I. 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. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

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 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 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 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 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:

2024-25 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
2025-26 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$1.50

9 to 13 years of experience completed	\$2.00
14 to 18 years of experience completed	\$2.50
19 or more years of experience completed	\$3.00

**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 their 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 and personal cell phones 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 their 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