

INDEPENDENT SCHOOL DISTRICT 659  
REGULAR SCHOOL BOARD MEETING  
Monday, August 11, 2014, 7:00 PM  
Northfield High School, Media Center

**AGENDA**

- I. Call to Order
- II. Agenda Changes / Table File
- III. Public Comment

This is an opportunity for members of the school district to address the Board. You are requested to do so from the podium. After being recognized by the chair, each individual will identify himself/herself and the group represented, if any. He/She will then state the reason for addressing the Board. To insure that all individuals have a chance to speak, speakers will be limited to one three-minute presentation. Please know that this is not a time to debate an issue, but for you to make your comments.
- IV. Approval of Minutes
- V. Announcements and Recognitions
- VI. Items for Discussion and /or Reports.
  - 1. ATS&R Directions Presentation.
- VII. Superintendent's Report
  - A. Items for Individual Action
    - 1. Resolution Relating to the Election of School Board Members and Calling the School Board Election.
  - B. Items for Consent Grouping
    - 1. Northfield Swim Club Agreement.
    - 2. Personnel Items.
- VIII. Items for Information
  - 1. Filing Dates for Election to the School Board.
  - 2. School Board Work Session – Wednesday, August 20.
  - 3. Workshop Schedule.
- IX. Future Meetings

Wednesday, August 20, 2014, 7:00 PM, School Board Work Session, Northfield High School Media Center  
Monday, August 25, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center  
Monday, September 8, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center
- X. Adjournment

# NORTHFIELD PUBLIC SCHOOLS

## MEMORANDUM

Monday, August 11, 2014, 7:00 PM  
Northfield High School Media Center

**TO:** Members of the Board of Education  
**FROM:** L. Chris Richardson, Ph. D., Superintendent  
**RE:** Explanation of Agenda Items for the August 11, 2014, School Board Meeting

- I. Call to Order
- II. Agenda Changes / Table File
- III. Public Comment
- IV. Approval of Minutes  
Minutes of Regular School Board meeting held on July 14, 2014, are enclosed for your review and comment.
- V. Announcements and Recognitions
- VI. Items for Discussion and / or Reports
  1. ATS&R Directions Presentation.  
As the next step in the development of our District's Master Facilities Plan, Dr. Tom Tapper of ATS&R (former superintendent of schools in Owatonna and Marshall) will share current and anticipated trends in teaching and learning and how those trends may require changes and greater flexibility in facilities design that will impact facilities planning for the next decade. He will discuss specific trends and share examples of how a building's design can enhance opportunities for innovative teaching and learning practices. Dr. Tapper will also share some possible ways that the District may want to engage staff, parents, students, and the community in discussion about the current state and future of our facilities.
- VII. Superintendent's Report
  - A. Items for Individual Action
    1. Resolution Relating to the Election of School Board Members and Calling the School Board Election.  
The Board of Education is requested to adopt the attached Resolution regarding the School Board election to be held on Tuesday, November 4, 2014. This Resolution is the Board authorization necessary to formally establish this year's election process. The adoption of this Resolution will meet the requirements necessary to comply with the election process. Ballots for the School Board election will be included in the general election ballots prepared by the County Auditors. The official canvass of the election results will be scheduled as an agenda item for the Monday, November 10, 2014, Board meeting.  
  
**Superintendent's Recommendation:** Motion to approve the Resolution Relating to the Election of School Board Members and Calling the School Board Election.
  - B. Items for Consent Grouping  
**Superintendent's Recommendation:** Motion to approve the following items listed under the Consent Grouping.
    1. Northfield Swim Club Agreement.  
The School Board is asked to approve the agreement with the Northfield Swim Club for the 2014-15 school year. It is effective September 1, 2014 through August 31, 2015. At the June 9<sup>th</sup> Board meeting, the Board approved an addendum to the 2013-2014 Agreement that extended that Agreement through August 31, 2014. The 2014-2015 Agreement allows for all activities by the Swim Club to fall within an annual September through August agreement. This is the ninth year that the Swim Club has received a long term contract for their facility use for their programs' regularly scheduled practices.

2. Personnel Items.

a. Appointments\*

1. Caitlin Anfinson, Summer PLUS/Summer BLAST Site Assistant at Sibley/Middle School beginning 08/04/2014 – 08/07/2014; Step 1, \$11.25/hour.
2. Lauren Briscoe, Assistant Girls Soccer Coach (9<sup>th</sup>) at the High School beginning 08/11/2014 – 10/30/2014; Level F, Step 1.
3. Allison Devney, Summer PLUS Site Assistant at Sibley beginning 08/04/2014 – 08/07/2014; Step 1, \$11.25/hour.
4. Amy Dorey, 1.0 FTE ECSE Teacher at Longfellow beginning 07/29/2014; MA, Step 6.
5. Rafael Estrella, Boys Soccer Coach at the Middle School beginning 09/02/2014 – 10/15/2014; Level H, Step 1.
6. Roberto Garcia, 8<sup>th</sup> Grade Football Coach at the Middle School beginning 08/25/2014 – 10/15/2014; \$14.00/hour.
7. Mary Graue, KidVentures Site Assistant for the district for 2.5 hours/day beginning 08/25/2014; Step 1, \$11.67/hour.
8. Esmee Hintze, 1.0 FTE PE/Health Teacher at the HS/MS beginning 08/25/2014; BA, Step 0.
9. Esmee Hintze, Assistant Volleyball Coach (B) at the High School beginning 08/11/2014 – 11/08/2014; Level F, Step 1.
10. Gao Hong, .4 FTE Chinese Teacher at the High School beginning 08/25/2014 – 06/05/2015; BA, Step 13.
11. Kim Horner, Part-time Assistant Cross Country Coach at the High School beginning 08/11/2014 – 11/01/2014; Level I, Step 1.
12. Karen Koester, Business Teacher at the High School (.6 Semester 1; .8 Semester 2) beginning 08/25/2014 – 06/05/2015 (2014-15 school year); BA 60, Step 14.
13. Meghan Kuechenmeister, Education Assistant (Class IV) at the High School for 6.75 hours/day beginning 08/25/2014; Class IV, Step 3, \$14.32/hour. (subject to change on settlement of 2014-16 agreement)
14. Robert McCarthy, 1.0 FTE Sped Resource Room Instructor at the High School beginning 08/25/2014; MA, Step 6.
15. Nick Mertesdorf, Education Assistant/Job Coach (Class III) at the High School for 6.5 hours/day beginning 08/25/2014; Class III, Step 3, \$14.12/hour. (subject to change on settlement of 2014-16 agreement)
16. Ashley Mrozinski, Child Nutrition Manager at Greenvale Park Elementary beginning 08/11/2014; \$19.02/hour.
17. Brittany Neset, Education Assistant (Class II) at the High School for 6 hours/day beginning 08/25/2014; Class II, Step 1, \$12.98/hour. (subject to change on settlement of 2014-16 agreement)
18. Jacob Odell, Education Assistant (Class IV) at the High School for 6.75 hours/day beginning 08/25/2014; Class IV, Step 1, \$13.49/hour. (subject to change on settlement of 2014-16 agreement)
19. Willson Oppedahl, Education Assistant (Class IV) at the High School for 6.5 hours/day beginning 08/25/2014; Class IV, Step 1, \$13.49/hour. (subject to change on settlement of 2014-16 agreement)
20. Kelleen Otting, 1.0 FTE Long-Term Substitute Resource Room Teacher at Sibley Elementary beginning 08/25/2014 – 06/05/2015; MA, Step 6.
21. Kathryn Schmidt, Community School Coordinator for the district, for 30 hours/week, 50 weeks/year beginning 08/07/2014; \$19.00/hour.
22. Geoff Staab, Assistant Football Coach-9<sup>th</sup> Grade at the High School beginning 08/11/2014 – 11/22/2014; \$14.00/hour.
23. Cale Steinhoff, Assistant Boys Soccer Coach (9<sup>th</sup>) at the High School beginning 08/11/2014 – 10/30/2014; Level F, Step 1.
24. Dawn Swanson, KidVentures Site Assistant at Sibley Elementary for 2.5 hours/day beginning 08/25/2014; Step 1, \$11.67/hour.
25. Adam Zweber, Summer Blast Site Assistant for 5.5 hours/day beginning 07/21/2014 – 08/07/2014; Step 1, \$11.25/hour.

- b. Increase/Decrease/Change in Assignment
  - 1. Janet Amundson, Education Assistant (Class III) for 7.06 hours/day at the Middle School, decrease hours to EA (Class III) for 6.5 hours/day at the Middle School beginning 08/25/2014.
  - 2. Lisa Battaglia, .8 FTE Sped & .2 FTE Reading at the High School, change to .2 FTE Reading, .4 FTE Sped Read 180, .2 FTE MTSS, and .2 Sped Resource Room at the High School beginning 08/25/2014.
  - 3. Stefanie Bothun, Band Teacher at the MS .7 FTE/Elementary .3 FTE, change to 1.0 FTE at the Elementary Schools beginning 08/25/2014.
  - 4. Katie Malecha, Education Assistant (Class IV) for 6.5 hours/day at Bridgewater Elementary, increase to EA (Class IV) for 6.75 hours/day beginning 08/25/2014.
  - 5. Tiffany Malecha, Kindergarten Teacher at Greenvale Park, add summer Bridges 2 Kindergarten at GVP beginning 07/25/2014 – 08/25/2014; Year 1, \$26.32/hour.
  - 6. Diane Nagy, .65 FTE Title Teacher at Bridgewater, increase to 1.0 FTE Title, Math & Reading Support Teacher at Bridgewater beginning 08/25/2014 – 06/05/2015.
  - 7. Sue Nelson, Education Assistant (Class I/IV) at Bridgewater for 7.25 hours/day, change to EA (.42 Class I, 6.5 Class IV) at Sibley for 6.92 hours/day beginning 08/25/2014.
  - 8. Heather Olivier, Orchestra Teacher at the High School .4 FTE/.6 MS, change to .2 at the HS and .8 at the MS beginning 08/25/2014.
  - 9. Allison Perry, Education Assistant (Class II 4.5 hours/day, Class III 2.0 hours/day) at the Middle School, decrease to Class II 4.0 hours/day, Class III 2.0 hours/day at the Middle School beginning 08/25/2014.
  - 10. Mitchell Peterson, Community Services Super Kids Staff at \$7.75/hour, add Super Kids Supervisor at \$10.00/hour beginning 07/02/2014 – 08/31/2014.
  - 11. Molly Peterson, Education Assistant (Class IV) at the Middle School for 5.83 hours/day, change to EA (Class IV) at the High School for 6.75 hours/day beginning 08/25/2014.
  - 12. Leah Sand, .6 FTE PE/.4 FTE Reading at the High School, change to .2 FTE Reading, .2 FTE MTSS, .2 FTE PE at the High School, and .40 FTE Reading at the Middle School beginning 08/25/2014 – 06/05/2015 (2014-2015 school year).
  - 13. Lindsay Schacht, Education Assistant (Class IV) for 6.83 hours/day, decrease to EA (Class IV) for 6.75 hours/day beginning 08/25/2014.
  - 14. Mary Stanchina, Education Assistant (Class I/IV) at Sibley for 7.09 hours/day, change to EA (.5 Class I, 6.75 Class IV) at Bridgewater for 7.25 hours/day beginning 08/25/2014.
  - 15. Angie Timperley, Correction: EA at Bridgewater increase to 4.75 hours/day (2.08 Class III, 2.67 Class IV) beginning 08/25/2014.
  - 16. Kim Tousignant, Targeted Services Summer Plus Site Assistant at the Middle School for 5.5 hours/day, change to Site Assistant at Sibley for 3.25 hours/day beginning 07/02/2014 – 08/07/2014.
  - 17. Linda Wasner, Education Assistant (Class IV) for 6.70 hours/day at the High School, decrease to EA (Class IV) for 6.50 hours/day at the High School beginning 08/25/2014.
- c. Leave of Absence
  - 1. Valori Mertesdorf, Director of Finance, Family/Medical Leave of Absence beginning on or about 11/15/2014 and returning to work on 02/02/2015.
- d. Resignations
  - 1. Stephen Beaulieu, High School Weight Room Assistant (Fall), resignation effective 08/05/2014.
  - 2. Diane Harris, Middle School Media EA, resignation effective 09/30/2014.
  - 3. Darlene Rech, Child Nutrition Associate at Sibley, resignation effective 07/01/2014.
  - 4. Bonnie Sellers, Child Nutrition Associate at Sibley, resignation effective 7/24/2014.
  - 5. Geoff Staab, 8<sup>th</sup> Grade Football Coach, resignation effective 07/23/2014.
- e. Administration is recommending approval of the following:
  - Policy covering wages, working conditions and fringe benefits of the Educational Assistants for the period extending July 1, 2014 through June 30, 2016.

- Policy covering wages, working conditions and fringe benefits of the Office Employees for the period extending July 1, 2014 through June 30, 2016.
- Policy covering wages, working conditions and fringe benefits of the Confidential Employees for the period extending July 1, 2014 through June 30, 2016.
- Policy covering wages, working conditions and fringe benefits of the Principal's Association for the period extending July 1, 2014 through June 30, 2016.

\* Conditional offers of employment are subject to successful completion of a criminal background check.

VIII. Items for Information

1. Filing Dates for Election to the School Board.

The period for filing Affidavits of Candidacy for School Board ends on Tuesday, August 12. The General Election will be held on Tuesday, November 4. At that election three members will be elected for terms of four years each. Affidavits of Candidacy are available in the District Office until 5 PM on Tuesday, August 12. This Notice of Filing Dates appears on the District's website and was published in the Northfield News. Through noon on Thursday, August 7, three individuals have filed an Affidavit of Candidacy. They are Julie Pritchard, Fritz Bogott and Jeff Quinnell.

2. School Board Work Session – Wednesday, August 20.

The Board work session agenda will begin with a summary review of the information from the demographic and facilities presentations as well as the August 11<sup>th</sup> facilities trends presentation. Additional information provided will include a cost analysis of identified deferred maintenance projects. The work session focus would be the opportunity for Board members and Cabinet members to consider and discuss key facilities questions and begin to identify facility priority options. These options would include those needed to maintain safety, functionality and educational adequacy with the projected enrollment at each level as well as options that might enhance the District's ability and flexibility to embrace instructional innovations and provide quality educational programs now and into the future. Discussion will also focus on a process the Board may use to engage staff, parents, students, and the community in developing a long-term Master Facilities plan.

3. Workshop Schedule.

The schedule for the staff pre-school workshops to be held on August 25, 26, 27 and 28 is enclosed.

IX. Future Meetings

Wednesday, August 20, 2014, 7:00 PM, School Board Work Session, Northfield High School Media Center  
Monday, August 25, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center  
Monday, September 8, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center

X. Adjournment

# NORTHFIELD PUBLIC SCHOOLS

## School Board Minutes

School Board Minutes

July 14, 2014

Northfield High School Media Center

- I. Call to Order  
Board Chair Ellen Iverson called the Regular meeting of the Northfield Board of Education to order at 7:00 PM. Hardy and Nelson were absent.
- II. Agenda Changes / Table File  
The table file was added.
- III. Public Comment  
There was no one.
- IV. Approval of Minutes  
On a motion by Maple, seconded by Pritchard, minutes of the Regular School Board meeting held on June 9, 2014, were unanimously approved.
- V. Announcements and Recognitions
  - Superintendent Richardson announced that those students who took Advanced Placement tests did very well. 85% scored 3, 4 or 5 on their AP exam, which is 20% higher than the state and national average.
  - Northfield Middle School has been named a National Promising Practice Award Winner for 2014 by the Character Education Partnership for its Transnational School Partnership. In addition, the school's 2014 climate goal to develop a symbolic partner school relationship with Reyes Secondary School in Maltrata, Veracruz, Mexico was achieved. Principal Jeff Pesta visited Maltrata and coordinated video conferences, photo and email exchanges, and school/family site visits between students in the Northfield Middle School Summer Blast program and students in both Reyes and the Jose Abraham Primary School.
  - Filing for School Board begins on Tuesday, July 29 and ends on August 12. Three seats on the Northfield Board of Education will be up for election on November 4.
  - Matt Hillmann introduced the new Director of Technology Services, Kim Briske.
- VI. Items for Discussion and / or Reports
  1. Elementary Art Professional Learning Community Presentation.  
At the June 9<sup>th</sup> Board meeting, Director of Teaching and Learning Mary Hanson presented facts about Professional Learning Communities followed by RtI Coaches presenting information about the joint elementary PLCs held last school year. The work completed by the secondary English Language Arts PLCs was also presented. At this Board meeting, elementary Art teacher Kate Woodstrup presented the work of the elementary Art PLC providing a different perspective on the positive impact of PLCs.
  2. Facilities Presentation by ATS&R.  
Mark Hayes from ATS&R presented the results of the District Facilities Study that they have completed over the last several months. The presentation provided specific information about each of the buildings, including repair and maintenance needs required to maintain safety and functionality. Mark also shared the identified quality educational program needs and the capability of the current facilities to address those current and future needs.
  3. Follow-up Work Session to Demographic and Facilities Presentations.  
Superintendent Richardson and Director of Administrative Services Matt Hillmann shared a draft Board work session agenda detailing the proposed next steps in reviewing the detailed information from the demographic and facilities presentations. The Board identified available times for a work session.

VII. Superintendent's Report

A. Items for Individual Action

1. Resolution Regarding Christopher Columbus Day.

On a motion by Pritchard, seconded by Stratmoen, the Board unanimously approved the following Resolution Regarding Columbus Day.

WHEREAS, Minnesota Statutes, Section 645.44, Subdivision 5, and Minnesota Statutes, 120A.42 gives the district an option of determining whether Christopher Columbus Day shall be a holiday, then

BE IT RESOLVED, that Christopher Columbus Day on October 13, 2014, shall not be a holiday.

Voting 'yes' was Maple, Pritchard, Stratmoen, Fossum and Iverson. No one voted 'no.'

2. Revised School Board Policy 514 – Bullying Prohibition.

On a motion by Stratmoen, seconded by Pritchard, the Board unanimously approved the revised Board Policy 514 – Bullying Prohibition as presented.

B. Items for Consent Grouping

On a motion by Fossum, seconded by Stratmoen, the Board unanimously approved the items on the Consent Grouping. Pritchard noted the Northfield Booster Club's very generous donation to cover athletic fee waivers during the 2013-2014 school year.

1. Fiscal Year Organization Actions.

The School District's financial year runs from July 1 to June 30. The Board approved the following financial organizational issues.

- a) Approved authorizing the Director of Administrative Services and the Director of Finance to invest surplus district funds in accordance with applicable laws and with the district's Investment Policy, Policy 705, for fiscal year 2014-2015.
- b) Approved designating Wells Fargo Bank, N.A., PMA/Associated Bank, Frandsen Bank & Trust Dundas, U.S. Bank Minnesota and the Minnesota School District Liquid Asset Fund as official bank depositories provided they maintain adequate pledged collateral as required by law per district procedures to Policy 705 - Investments, for fiscal year 2014-2015.
- c) Approved authorizing the Director of Administrative Services and the Director of Finance to make appropriate wire transfers to and from district depository accounts for fiscal year 2014-2015.

2. Memberships for 2014-2015.

The Board renewed the following memberships for the 2014-2015 school year.

- a. Minnesota State High School League.
- b. Minnesota Association of School Administrators.
- c. Schools for Equity in Education.
- d. Southeast Service Cooperative.
- e. Region V Computer Services Cooperative.
- f. Rice County Family Services Collaborative.
- g. Minnesota School Boards Association.
- h. Healthy Community Initiative.

3. Gymnastics Club Lease Agreement.

The Board approved the Lease Agreement with the Gymnastics Club for the 2014-2015 and 2015-2016 school years at a cost of \$6930 per year.

4. Gift Agreement – Northfield Booster Club.

The Northfield Booster Club has donated \$17,945 to the School District to be used for purchases outlined in the gift agreement. The Booster Club also donated an additional \$15,004 to cover athletic fee waivers for the 2013-2014 school year.

5. Appointment to District Youth Council.  
The Board approved Lars Ripley's appointment to the District Youth Council to fill a vacancy.
6. Grant Application.  
The Board approved Community Services applying for an Allina Health Neighborhood 2014 Healthy Activity Grant in the amount of \$9,919.
7. Personnel Items.
  - a. Appointments\*
    1. Mary Jo Arndt, .6 FTE FACS Teacher (Semester 1), .4 FTE FACS Teacher (Semester 2) at the High School beginning 08/25/2014 – 06/05/2015 (2014-15 school year); MA, Step 5.
    2. Burt Bemmels, 1.0 FTE Long-Term Substitute Math Teacher at the ALC beginning 08/25/2014 – 06/05/2015; MA, Step 14.
    3. Mary Bleckwehl, 1.0 FTE Long-Term Substitute Second Grade Teacher at Bridgewater beginning 08/25/2014 – 12/19/2014; MA60, Step 6.
    4. Kristen Craft, 1.0 FTE First Grade Teacher at Sibley Elementary beginning 08/25/2014 – 06/05/2015; MA, Step 6.
    5. Aimee Gerdesmeier, KidVentures Site Leader at Sibley for 5.5 hours/day beginning 07/02/2014; Step 3, \$14.61/hour. *(Subject to change upon settlement of Community Services Contract)*
    6. Cecelia Green, Concessions Manager at the High School (Activities) beginning 08/21/2014 – 03/31/2015; \$1,550 Stipend.
    7. Autumn Fabricant, Targeted Services Summer PLUS Club Leader at the Middle School for 1.75 hours/day beginning 06/26/2014 – 07/15/2014; \$18.00/hour.
    8. Alexandra Hansen, SummerVentures Site Assistant at Longfellow beginning 06/23/2014 – 08/22/2014; Step 1 \$11.25/hour.
    9. Brittnei Kuehl, 1.0 FTE Long-Term Substitute Kindergarten Teacher at Bridgewater Elementary beginning 08/25/2014 – 10/17/2014; BA, Step 0.
    10. Suzanne Lanza, 1.0 FTE First Grade Companeros Teacher at Bridgewater Elementary beginning 08/25/2014; BA45, Step 3.
    11. Annelisa Lindbo, 1.0 FTE Kindergarten Teacher at Bridgewater Elementary beginning 08/25/2014; BA, Step 6.
    12. Mike Luckraft, Head Boys Hockey Coach at the High School beginning 11/10/2014 – 03/07/2015; Level A, Step 1.
    13. Eric McDonald, BWCA Teacher for Summer 2014 for the ALC beginning 06/09/2014 – 06/13/2014 for 40 hours; MA, Step 4.
    14. Rhea Mehrkens, Community Services Eagle Bluff Chaperone beginning 07/28/2014 – 07/30/2014; \$500 Stipend.
    15. Peggy Mills, KidVentures Site Assistant at Sibley for 3.5 hours/day beginning 07/02/2014; Step 1, \$11.25/hour. *(Subject to change upon settlement of Community Services Contract)*
    16. Susan Mary Nelson, 1.0 FTE Long-Term Substitute 4<sup>th</sup> Grade Teacher at Greenvale Park beginning 08/25/2014 - 12/19/2014; MA, Step 6.
    17. Erin Nohava-Hall, Bridges to K Teacher at Greenvale Park beginning 07/28/2014 – 08/22/2014; Year 5, \$26.92/hour.
    18. Paul Ousley, 1.0 FTE Secondary Band/Orchestra Teacher at the HS/MS beginning 08/25/2014; MA, Step 10.
    19. Jeff Pesta, Community Services Eagle Bluff Chaperone beginning 07/28/2014 – 07/30/2014; \$500 Stipend.
    20. Jennifer Rauk, Targeted Services Summer Plus Teacher beginning 06/30/2014 – 08/07/2014; Year 3, \$26.32/hour.
    21. Chris Riazzi, .5 Art Teacher at the ALC beginning 08/25/2014; MA, Step 1.
    22. Anna Showers, Summer PLUS Site Assistant for 5.5 hours/day (M-Th) beginning 07/02/2014 – 08/07/2014; Step 1, \$11.25/hour.
    23. Rachel Smetana, Targeted Services Site Assistant at Sibley for 5.5 hours/day beginning 06/19/2014 – 08/07/2014; Step 3, \$11.84/hour.
    24. Community Services Summer Recreation Positions:
      - Mitchell Bornhauser, Baseball Coach beginning 06/19/2014 – 08/31/2014; \$7.50/hour.



- Paige Ciernia, Softball Coach beginning 06/19/2014 – 08/31/2014; \$7.50/hour.
- Allison Clark, Water Safety Instructor beginning 06/11/2014 – 08/31/2014; \$10.50/hour.
- Emily Lundstrom, Lifeguard & Swim Aid beginning 06/30/2014 – 08/31/2014; \$8.00/hour.
- Chantel Novack, Lifeguard & Swim Aid beginning 06/11/2014 – 08/31/2014; \$8.25/hour.
- Cole B. Olson, Baseball Coach beginning 06/30/2014 – 08/31/2014; \$7.50/hour.
- Jacqueline Radke, Water Safety Instructor beginning 05/28/2014 – 08/31/2014; \$10.25/hour.
- Ryan Walzer-Kuntz, Tennis Coach beginning 06/09/2014 – 08/31/2014; \$10.00/hour.
- Jacob Zenk, Lacrosse Coach beginning 06/23/2014 – 08/31/2014; \$7.50/hour.
- 25. Brent Bielenberg, Assistant Boys Soccer coach at the High School beginning 08/11/2014 – 10/30/2014; \$12.00/hour.
- 26. Tyler Faust, 1.0 FTE Special Education Resource Room Teacher (.5 Bridgewater, .5 Greenvale Park) beginning 08/25/2014; BA, Step 0.
- 27. Erin Nohava-Hall, 1.0 Kindergarten Teacher at Bridgewater Elementary beginning 08/25/2014; MA, Step 5.

b. Increase/Decrease/Change in Assignment

1. Ruben Alvarez, Targeted Services Summer BLAST Teacher at the MS, add Summer Blast Club Leader at the MS for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
2. Amy Atkinson, EA-PCA (Class IV) at Greenvale Park for 7 hours/day, change to EA-PCA at GVP for 6.5 hours/day beginning 06/05/2014.
3. Kristin Basinger, EA-PCA (Class IV) at Bridgewater for 6.5 hours/day, change to EA-PCA (Class IV) at the Middle School for 6.5 hours/day beginning 08/25/2014.
4. Allyson Bernsdorf, EA at Sibley for 7.0 hours/day (.25 Class I, 6.75 Class IV), change to EA at Sibley for 7.17 hours/day (.42 Class I, 6.75 Class IV) beginning 08/25/2014.
5. Mary Boyum, EA at Sibley for 6.67 hours/day (.17 Class I, 6.5 Class IV), change to EA (Class IV) at Sibley for 6.75 hours/day beginning 08/25/2014.
6. Mary Boyum, ESY EA-PCA (Class IV) at Longfellow, add ESY Bus PCA (Class IV) at the Middle School for 1.42 hours/day beginning 07/07/2014 – 07/31/2014.
7. Shari Bridley, ESY EA-PCA (Class IV) at Longfellow, add ESY Bus PCA (Class IV) at the Middle School for .75 hours/day beginning 07/07/2014 – 07/31/2014.
8. Erin Carson, .6 FTE Long-Term Substitute Social Studies Teacher at the High School beginning 01/05/2015 – 06/05/2015, in addition to her regular hours at the Middle School.
9. Christina Chappuis, EA-PCA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV), change to EA-PCA at Sibley for 7.17 hours/day (.42 Class I, 6.75 Class IV) beginning 08/25/2014.
10. Elliott Courchaine, EA-PCA (Class IV) for 6.75 hours/day at the Middle School, change end date of 6/5/2014 to ongoing position effective 6/6/2014
11. Danielle Crase, EA-PCA (Class IV) at Sibley for 6.75 hours/day, change to EA-PCA at Sibley for 7.09 hours/day (.59 Class I, 6.5 Class IV) beginning 08/25/2014.
12. Danielle Crase, ESY Special Education PCA (Class IV) at Sibley, add ESY Bus PCA (Class IV) at Sibley for 1.67 hours/day beginning 07/07/2014 – 07/31/2014.
13. Matt Dueffert, Targeted Services Summer BLAST Teacher at the MS, add Summer Blast Club Leader at the MS for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
14. Brittany Ellerbusch, Targeted Services Summer PLUS Teacher at Sibley, add Summer PLUS Club Leader at Sibley for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
15. Kaylin Faust, EA-PCA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV), change to EA-PCA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV) beginning 08/25/2014.

16. Janet Gannon, Education Assistant at the Middle School, summer change to Targeted Services Elementary Summer PLUS Site Assistant at Sibley for 5.5 hours/day Monday-Thursday beginning 06/19/2014 – 08/07/2014; Step 1, \$11.25/hour.
17. Robert Garcia, Targeted Services Summer PLUS Teacher at Sibley, add Summer PLUS Club Leader at Sibley for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
18. Emileanna Graupman, .8 FTE Social Studies Teacher at the High School, change to 1.0 FTE Social Studies Teacher at the High School beginning 08/25/2014 – 06/05/2015 (2014-15 school year).
19. Karna Hasse, EA at Sibley for 4.75 hours/day (.75 Class I, 4.0 Class II), change to EA at Sibley for 6.67 hours/day (.17 Class I, 6.5 Class IV) beginning 08/25/2014.
20. Teresa Hasse, EA at Sibley for 6.5 hours/day (1.4 Class I, 5.10 Class IV), change to EA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV) beginning 08/25/2014.
21. Karna Hauck, .8 FTE Art Teacher at the High School, increase from .8 FTE to 1.0 FTE effective 8/25/2014 – 1/23/2015 (first semester 2014-2015 school year).
22. Erica Hubers, EA at Bridgewater for 6.5 hours/day (.5-Class I, 6.0-Class IV), change from end date of 6/5/2014 to ongoing position. Increase to EA (Class IV) for 6.75 hours/day beginning 08/25/2014.
23. Kristi Huettl, Targeted Services Summer Plus Substitute Teacher, change to Summer Plus Teacher at Sibley beginning 06/19/2014 – 08/07/2014; Year 3, \$16.21/hour.
24. Tasha Jasper, EA Returning from Leave of Absence at Sibley for 6.42 hours/day (2.42 Class I, 4.0 Class IV) beginning 08/25/2014.
25. Karen Jensen, EA at Sibley for 7.25 hours/day (1.75 Class I, 5.5 Class II), change to EA at Sibley for 7.50 hours/day (2.0 Class I, 5.5 Class II) beginning 08/25/2014.
26. Kimbra Kosak, .55 FTE Read 180 Teacher at Greenvale Park, change to 1.0 FTE Grade 5 Classroom Teacher at GVP beginning 08/25/2014.
27. David Kreis, Community Services Ultimate Frisbee, add SUPER Kids beginning 07/01/2014 – 08/31/2014; \$7.75/hour.
28. Shelly Kruger, ESY Special Education PCA (Class IV) at the Middle School, add ESY Bus PCA (Class IV) at the Middle School for 1.67 hours/day beginning 07/07/2014 – 07/31/2014.
29. Dolly Larsen, EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV), change to EA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV) beginning 08/25/2014.
30. Sue Leidner, EA at Sibley for 30.5 hours/week (30.5 Class IV), change to EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV) beginning 08/25/2014.
31. Cheryl Mathison, Business Teacher at the ALC/LF, add ALC BWCA Teacher beginning 06/09/2014 – 06/13/2014 (32 hours).
32. Jedidiah McGuire, EA-PCA (Class IV) at Bridgewater for 6.5 hours/day, change from end date of 6/5/2014 to ongoing position effective 5/30/2014. Increase EA-PCA (Class IV) at BW to 6.75 hours/day beginning 08/25/2014.
33. Rustianna Mechura, Targeted Services Summer PLUS Site Assistant at Sibley, add Summer Plus Club Leader at Sibley for 1.75 hours/day Monday-Thursday beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
34. Lindsey Merhoff, EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV), change to EA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV) beginning 08/25/2014.
35. Jacqueline Meyer, ESY Special Education PCA (Class IV) at the Middle School, add ESY Bus PCA (Class IV) at the Middle School for 1.67 hours/day beginning 07/07/2014 – 07/31/2014.
36. Dawn O'Neill, .75 FTE Art Teacher at Greenvale Park, increase to 1.0 FTE Art Teacher at GVP beginning 08/25/2014.
37. Susan Puppe, EA at Sibley for 3.0 hours/day (3.0 Class II), change to EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV) beginning 08/25/2014.
38. Terri Quint, EA-PCA (Class IV) at Bridgewater for 6.75 hours/day, change to EA-PCA (Class IV) at the Middle School for 6.5 hours/day beginning 08/25/2014.

39. Leah Sand, .60 FTE PE/.40 FTE Reading Teacher at the High School, change to .40 FTE Reading/.20 FTE Phy. Educ. at the High School, and .40 FTE Reading at the Middle School beginning 08/25/2014 – 06/05/2014 (2014-15 school year).
  40. Elizabeth Schmidt, EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV), change from end date of 6/5/2014 to ongoing position effective 6/13/2014. Increase to EA at Sibley for 7.08 hours/day (.33 Class I, 6.75 Class IV) beginning 08/25/2014.
  41. Angela Sletten, EA (Class II) at the High School for 6 hours/day, change to Media EA (Class II) at the High School for 8 hours/day beginning 08/26/2014.
  42. Rachel Smetana, Targeted Services Summer Plus Site Assistant at Sibley Elementary for 5.5 hours/day Monday-Thursday beginning 06/19/2014 – 08/07/2014; Step 3, \$11.84/hour.
  43. Mary Stanchina, EA at Sibley for 6.67 hours/day (.17 Class I, 6.5 Class IV), change to EA at Sibley for 7.09 hours/day (.59 Class I, 6.5 Class IV) beginning 08/25/2014.
  44. Abby Stets, Community Services Soccer Staff, change to Soccer Supervisor, \$10.00/hour, and Recreation Substitute as needed, \$7.50/hour, beginning 07/01/2014 – 08/31/2014.
  45. Teresa Swenson, EA at Bridgewater for 5 hours/day (1.0 Class I, 4.0 Class IV), change from end date of 6/5/2014 to ongoing position. Increase to EA at Bridgewater for 7 hours/day (.5 Supervisory-Class I and 6.5 PCA-Class IV) beginning 08/25/2014.
  46. Shannon Tassava, EA-PCA (Class IV) at Sibley for 3 hours/day, change from end date of 6/5/2014 to ongoing position effective 6/16/2014. Increase to EA at Sibley for 6.92 hours/day (.17 Class I, 6.75 Class IV) beginning 08/25/2014.
  47. Angie Timperley, EA at Bridgewater for 4 hours/day (1.33 Class III, 2.67 Class IV), increase to EA at Bridgewater for 4.75 hours/day (1.33 Class III, 2.67 Class IV) beginning 08/25/2014.
  48. Anne VanderMartin, EA-PCA (Class IV) at Sibley for 6.5 hours/day, change to EA at Sibley for 6.92 hours/day (.17 Class I, 6.5 Class IV) beginning 08/25/2014.
  49. Megan VanZuilen, Targeted Services Summer BLAST Teacher at the MS, add Summer Blast Club Leader at the MS for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
  50. Michele Warden, EA at Bridgewater for 6.33 hours/day (3.5 Class I, 1.5 Class II, 1.33 Class IV), increase to EA at Bridgewater for 6.5 hours/day (3.5 Class I, 1.5 Class II, 1.5 Class III) beginning 08/25/2014.
  51. Mark Welinski, Community Services Tennis Instructor, change from \$10.50/hour to \$12.00/hour beginning 06/09/2014 – 08/31/2014.
  52. Kate Woodstrup, Targeted Services Summer Plus Teacher at Sibley, add Summer Plus Club Leader for 1.75 hours/day (Mon.-Thursday) beginning 06/23/2014 – 08/07/2014; \$18.00/hour.
  53. Carina Zick, EA-PCA (Class IV) at Sibley for 6.5 hours/day, change to EA-PCA (Class IV) at Sibley for 6.75 hours/day beginning 08/25/2014.
  54. Bridges to Kindergarten support beginning 7/28/2014 through 8/22/2014 for 15 hours/week:
    - Kristen Cade, B2K Teacher at Bridgewater Elementary – Year 19, \$27.57/hour
    - Gretchen Heil, B2K Teacher at Sibley Elementary – Year 7, \$26.92/hour
    - Patricia Rogne, B2K Teacher at Sibley Elementary – Year 6, \$26.92/hour
    - Angie Schewe, B2K Teacher at Bridgewater Elementary – Year 3, \$26.32/hour
    - Amanda Schrader, ELL B2K Teacher at Greenvale Park Elementary – Year 10, \$27.39/hour
    - Lahna Tran, B2K Teacher at Bridgewater Elementary – Year 12, \$27.57/hour.
  55. Amy Moeller, English Teacher at the HS/ALC, change to .6 FTE English Teacher at the High School for Semester 1, and .4 FTE English Teacher at the High School for Semester 2, beginning 08/25/2014 – 06/05/2015 (2014-15 school year).
- c. Leaves of Absence
1. Bruce Dybvik, Workstation Specialist, Family/Medical Leave of Absence beginning 06/26/2014 – approximately 07/25/2014.
  2. Doug Richter, Maintenance, Family/Medical Leave of Absence beginning 05/28/2014 for up to 60 work days.

d. Resignations

1. Brent Bielenberg, 9<sup>th</sup> Grade Boys Soccer Coach at the High School, resignation effective 06/24/2014.
2. Sebastian Burset, Assistant Girls Soccer Coach at the High School, resignation effective 06/19/2014.
3. Lucinda DeCramer, Concessions Manager at the High School, resignation effective 04/22/2014.
4. Hillary Graves, Building Nurse at St. Dominic School & Prairie Creek Community School, resignation effective 6/24/2014.
5. Rich Guggisberg, Assistant Football Coach at the High School, resignation effective 7/3/2014.
6. Mauricio Lozada, Middle School Soccer Coach, resignation effective 06/19/2014.
7. Mark Mercurio, Assistant Wrestling Coach at the High School, resignation effective 06/19/2014.
8. Anders Nienstaedt, Assistant Nordic Ski Coach at the High School, resignation effective 04/16/2014.
9. Kendrick Paulson, Head B-Squad Volleyball Coach and Assistant Varsity Volleyball Coach, resignation effective 02/28/2014.
10. Dennis Piper, District Custodian, resignation effective 07/21/2014.
11. Kate Seifert, First Grade Teacher at Bridgewater, resignation effective 06/10/2014.
12. Deborah Seitz, Middle School Assistant Track Coach, resignation effective 06/23/2014.
13. Abby Swanson, Grade 5 teacher at Greenvale Park, resignation effective 06/12/2014.
14. Peter Tomczik, 8<sup>th</sup> Grade Football Coach at the Middle School, resignation effective 06/19/2014.
15. Taylor Traeder, Assistant Girls Lacrosse Coach, Middle School Boys Soccer Coach, Assistant Alpine Ski Coach, resignation effective 06/19/2014.
16. Rachel Utesch, School Nurse at Bridgewater Elementary, resignation effective 8/25/2014.
17. Karl Viesselman, Head Boys Track Coach at the High School, resignation effective 06/10/2014.
18. Laurence Warden, Assistant Boys Soccer Coach at the High School, resignation effective 06/24/2014.
19. Annelisa Lindbo, 1.0 FTE Kindergarten Teacher at Bridgewater, resignation effective 07/11/2014.
20. Steve Taggart, Assistant Football Coach at the High School, resignation effective 07/13/2014.
21. Katie Valek, Ventures Coordinator, resignation effective 7/31/2014.

e. The Board approved the following:

- Policy covering wages, hours and fringe benefits of the Building Nurses for the period extending July 1, 2014 through June 30, 2016.
- Policy covering wages, working conditions and fringe benefits of the Nurse Assigned to St. Dominic's School for the period extending July 1, 2014 through June 30, 2016.
- Policy covering wages, working conditions and fringe benefits of the Community Services and Other Coordinators for the period extending July 1, 2014 through June 30, 2016.
- Policy covering wages, working conditions and fringe benefits of the Community Services Staff for the period extending July 1, 2014 through June 30, 2016.

f. Ratification of Employment Action

\* Conditional offers of employment are subject to successful completion of a criminal background check.

8. Greenvale Park Parking Lot Bid.

The Board awarded the bid for the 2014 pavement rehabilitation project at Greenvale Park to MN Roadways, who submitted the lowest responsive bid of \$177,971 and an Alternate Bid amount of \$27,244 for a total bid amount of \$205,215.

9. Agreement for the Co-Location of Mental Health Services in Setting IV Special Education Programs.

The Board approved the Agreement with the Faribault Schools to provide special education services to a limited population of students with disabilities who need a more restrictive, off-campus special education setting.

10. Purchase of Service Agreement.

The Purchase of Services Agreement with the Faribault School District for a Birth to Three Facilitator for the time period July 1, 2014 through June 30, 2015, was approved.

VIII. Items for Information

1. 2014 Reduction in Local Property Taxes for School Levies.

Information was given to the Board from Schools for Equity in Education (SEE) regarding the impact of legislation on increased equalization funding and reduced local property taxes for portions of Northfield's operating levies.

2. End of Year Enrollment Report.

IX. Future Meetings

Monday, August 11, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center  
Monday, August 25, 2014, 7:00 PM, Regular School Board Meeting, Northfield High School Media Center

X. On a motion by Stratmoen, seconded by Fossum, the Board adjourned at 9:45 PM.

Noel Stratmoen  
School Board Clerk

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS  
AND CALLING THE SCHOOL BOARD ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 659 (Northfield), State of Minnesota as follows:

1. (a) It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 4th day of November, 2014.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of the ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on election day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instruction as may be necessary to accommodate an optical scan voting system.

GENERAL ELECTION BALLOT  
INDEPENDENT SCHOOL DISTRICT NO. 659  
NORTHFIELD PUBLIC SCHOOLS  
November 4, 2014

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**INSTRUCTIONS TO VOTERS**

To vote, completely fill in the oval(s) next to your choice(s) like this:



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SCHOOL BOARD MEMBER – 4 YEAR TERM  
VOTE FOR UP TO THREE

- |                       |                        |
|-----------------------|------------------------|
| <input type="radio"/> | Candidate U            |
| <input type="radio"/> | Candidate V            |
| <input type="radio"/> | Candidate W            |
| <input type="radio"/> | Candidate X            |
| <input type="radio"/> | _____ Write in, if any |
| <input type="radio"/> | _____ Write in, if any |
| <input type="radio"/> | _____ Write in, if any |

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter or credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and tenth day following the general election.

10. The following precincts have been designated and the respective polling places are hereby established for the November 4, 2014 election, encompassing such territory as is contained within the boundaries of Independent School District 659.

<u>Precinct</u>	<u>Polling Place</u>	<u>Address</u>
<b><u>Dakota County</u></b>		
City of Northfield 3 – 2	Bethel Lutheran Church	1321 North Avenue, Northfield
Castle Rock Township	Castle Rock Town Hall	2537 – 240 <sup>th</sup> St W, Farmington
Eureka Township	Eureka Town Hall	25043 Cedar Avenue, Farmington
Greenvale Township	Greenvale Town Hall	31800 Guam Avenue, Northfield
Sciota Township	Sciota Town Hall	30038 Alta Avenue, Northfield
Waterford Township	Waterford Town Hall	3847 – 321 <sup>st</sup> St W, Northfield

**Goodhue County**

Dennison City	Dennison City Hall	37622 Goodhue Ave, Dennison
Warsaw Township	Warsaw Town Hall	3040 County 9 Blvd, Dennison

**Precinct****Rice County**

City of Northfield 1 – 1	First United Church of Christ	300 Union Street
City of Northfield 1 – 2	St. Peter's Lutheran Church	418 Sumner St E
City of Northfield 2 – 1	United Methodist Church	1401 Maple St. S
City of Northfield 2 – 2	Northfield Community Resource Center	1651 Jefferson Parkway
City of Northfield 3 – 1	Northfield Retirement Community (Chapel)	900 Cannon Valley Drive
City of Northfield 4 – 1	St. John's Lutheran Church	500 3 <sup>rd</sup> St W
City of Northfield 4 – 2	St. Olaf College, Buntrock Commons	1520 St. Olaf Ave
City of Dundas	Rejoice Lutheran Church	205 -2 <sup>nd</sup> St S, Dundas
Bridgewater Township	Bridgewater Town Hall	500 Railway St S, Dundas
Cannon City Township	Cannon City Town Hall	4490 Crystal Lake Trail, Faribault
Dennison City	(Mail Ballot Precinct)	Rice Cty Govt Services Bldg 320 3 <sup>rd</sup> St NW, Faribault 55021
Erin Township	Erin Town Hall	12378 Independence Ave, Lonsdale
Forest Township	Forest Town Hall	3625 Millersburg Blvd, Faribault
Northfield Township	Northfield Town Hall	10901 East 110th Street
Webster Township P1	Webster Town Hall	4175 Delano Avenue, Webster
Webster Township P2	Webster Town Hall	4175 Delano Avenue, Webster

Dated: August 11, 2014

(Noel Stratmoen, School Board Clerk)



## AGREEMENT

This Agreement is entered into this ~~twelfth~~ eleventh day of August ~~2013~~ 2014 by and between the Northfield Public Schools (hereinafter the School) and the Northfield Swim Club (hereinafter the NSC). It is understood between the parties hereto that the NSC wishes to utilize certain facilities belonging to the School for swim practice purposes. It is further understood that the School wishes to accommodate the NSC pursuant to the School's Policy Regarding Community Use of School Facilities.

This Agreement is a legal contract and each party understands that it may be enforced in the District Court of the County of Rice, State of Minnesota against the School or the NSC if either one of them does not comply with the terms of this Agreement.

I. Description of Premises – The premises covered by this Agreement are the Northfield Middle School swimming pool, and the adjacent girls and boys locker rooms.

II. Use of Premises – The NSC is allowed, under this Agreement, to use the premises for swim practices. No other use of the premises is authorized under this Agreement. It is expressly agreed and understood between the parties that the NSC shall use the premises only on weekdays, Monday through Friday, at times provided by the facilities scheduling designee or a member of the NSC Board of Directors to, and approved by, the School's Facilities Scheduler. Any other use, such as swim meets, will require a separate application; regular rates will apply.

III. Term of Agreement – This agreement shall commence on ~~July 1, 2013~~ September 1, 2014 and shall continue until ~~June 30, 2014~~ August 31, 2015, unless terminated prior to that date as provided herein. This Agreement may be extended for an additional term, should the parties choose to do so; however, nothing contained herein shall be construed to require the School to extend the Agreement.

IV. Expenses – The NSC hereby agrees to pay to the School the following expenses related to its use of the Premises:

- Facilities – Effective ~~July 1, 2013~~ September 1, 2014, the NSC will pay a facility fee of \$22.50 per hour for use of the swimming pool and the girls and boys locker rooms, with a two (2) hour maximum charge per date of use. These fees represent a negotiated 10% reduction from established community use fees. In addition, the NSC will pay an energy fee of \$10.80 per hour for every hour of use of the Pool/Locker Rooms after two hours per date of use, which is a 10% reduction from established energy fees. When the NSC shares space with the Community Services Division and SCUBA classes, the NSC will pay one-half of the agreed upon rental fee.
- Custodial – The NSC will pay ~~\$43.00~~ \$44.00 per hour to the School for custodial services related to the NSC's use of the Premises should the use fall outside the normal hours of building operation, Monday through Friday. The NSC understands and agrees that the custodial services shall include any clean up necessary from any other event located on or about the premises which might occur during the day or evening prior to the NSC's practices. The NSC understands and agrees that custodial service is required in the building prior to, and after, the NSC's use of the premises. In addition, any use during non-school months in June, July and August, as the schedule allows, up to two hours per day of regular custodial time may be charged.

V. Payment of Expenses – The School will bill the NSC monthly for any of the aforementioned expenses. The NSC will make payment within 30 days of its receipt of any such invoice. Invoices will be sent electronically to the NSC Treasurer, email to be provided by the NSC

VI. Limitations on NSC Use of Premises – According to the school district facility policy, school district activities and events take precedence over permit usage. The NSC understands that other School and non-School related activities may take precedence over the NSC's use of the premises. In the event the NSC's use of the premises is to be precluded by any such activity, the Community Services Division Office will attempt to provide two weeks notice to the NSC that it will not be allowed to use the premises. In addition, the NSC understands that there may be School or non-school activities which may require that certain pieces of equipment be left in the pool area or in locker rooms located on the premises. The NSC agrees that in such an event it will take every precaution necessary not to disturb such equipment. Activities scheduled in school facilities can be viewed at <http://fs-northfield.rschooltoday.com/calendar/index/publicview/> Northfield High School Swim and Dive Team meet schedules can be viewed at [http://www.big9.org/g5-bin/client.cgi?G5genie=4&school\\_id=2493](http://www.big9.org/g5-bin/client.cgi?G5genie=4&school_id=2493).

VII. Snow Emergency or Calamitous Event – In the event of a snow emergency, or any other event which may substantially impair the safety or viability of the premises, the NSC understands and agrees that the School will exercise its discretion in deciding whether to cancel any scheduled use of the premises by the NSC. The School hereby agrees to make every effort to provide the NSC with as much advance notice of any such cancellation as possible.

VIII. Keys – The NSC understands and agrees that this Agreement shall entitle the NSC to possess two sets of keys to access the swimming pool, pool office, pool equipment room and locker rooms on the premises. The NSC has determined that these keys are to be issued to the current President and the current Head Coach of the NSC. The assigned keyholders will each sign for and be issued a key from the Facilities Scheduler at the beginning of the contract period and shall return the key at the end of the contract period, or when there is a change in keyholder. In the event these keys are lost, the NSC will be charged actual costs for re-keying/re-coring as necessary.

IX. Storage – The NSC understands and agrees that it shall be allowed to store items of a swim practice nature only on the premises with the knowledge and permission of the School's Facilities Scheduler and Activities Director. All stored items, plus any School items used, must be returned to their assigned location at the end of each day.

X. Northfield Public School Access Policy – The NSC understands and agrees that the Northfield Public Schools Policy regarding Community Use of School Facilities (the Policy), including any amendments thereto, and the permit delineating dates of use and expectations of use are hereby incorporated into this Agreement. Adequate and responsible adult supervision must be present in all areas where participants in NSC activities are located. In the event any provision of this Agreement contradicts any provision of the Policy, this Agreement shall control.

XI. Assignment and Delegation – The NSC hereby agrees that none of its rights contained in this Agreement may be assigned, nor may any of its duties be delegated, without the express written permission of the School. The NSC further agrees that any such permission will be at the sole discretion of the School.

XII. Default – The NSC understands that in the event the NSC violates any provision of this agreement, or any provision of the Policy, the School may, at its sole discretion, declare this Agreement void and discontinue the NSC's use of the premises.

XIII. No Oral Representations – The parties hereto understand that this Agreement constitutes the complete understanding of the parties, and that neither party is relying on any oral representations made by the other party.

XIV. Insurance – During the term of this agreement, the NSC shall obtain and maintain at its expense, the following types and amounts of insurance:

Insurance against bodily injury and property damage which is to be in the amount of at least One Million Dollars (\$1,000,000) per occurrence and naming the School as an additional insured with copies thereof to be provided by the NSC. Furthermore, insurance covering all property owned by the NSC and stored on the premises shall be the sole responsibility of the NSC.

XV. Waiver of Subrogation – The NSC hereby waives all claims for recovery from the School for any loss or damage to any of its property regardless of the nature of how said loss or damage occurred.

**Northfield Swim Club**

**Northfield Public Schools**

\_\_\_\_\_  
~~Bruce Wiskus~~, NSC President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Noel Stratmoen, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Kelle, Steenblock~~, NSC Treasurer

\_\_\_\_\_  
Date

**AGREEMENT**

**BETWEEN**

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

**AND**

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

**AGREEMENT EXTENDS FROM**

**July 1, 2014 to June 30, 2016**

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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 Assistants, 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 Assistants Federation, 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 Fair Share Fee:** In accordance with P.E.L.R.A., as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the school district and to each unit employee, as defined by Article I, Section 1.06 of this Agreement, to be assessed the fair share fee. The school district will provide the exclusive representative with a list of all unit employees upon request.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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 the fair share fee specified by the exclusive representative as provided herein.

**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.



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

**Section 2.01 Job Classifications:** Educational Assistants (EA) represented by the Northfield Educational Assistants Federation, 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 Educational Assistants and 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.

**2014-15**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Gen Ed:	13.21	13.58	14.04	14.37	14.69	15.12
SpecEd:	13.73	14.25	14.58	14.91	15.22	15.66

**2015-16**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Gen Ed:	13.46	13.84	14.31	14.64	14.97	15.40
SpecEd:	13.98	14.51	14.86	15.19	15.51	15.95

**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 exclude time for lunch (30 minutes or more on instructional days in session 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:** *Section 2.07 is suspended during this agreement until June 20, 2016 and is replaced with a Memorandum of Understanding(Appendix B) governing School Closings for the purposes of this agreement.*

*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 up to a maximum of two days per year. Educational Assistants shall be required to perform services if requested to do so by their immediate supervisor. If more than two full-day closures occur within one school year, Educational Assistants may utilize available personal leave to offset a reduction in pay for the cancelled days. School days that begin late or end early due to an emergency shall not be counted towards these two days.*

*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.*

*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.*

**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.

## 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:** Four per year (proportionate to a work day)

Labor Day  
Memorial Day  
Thanksgiving Day  
Christmas 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 2 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.

**Subd. 6.** Leave Allowance Bank: When an Educational Assistant has used all his/her leave allowance, the employee will be allowed to use days drawn from the Leave Allowance Bank in the case of a catastrophic event.

**Subd. 6.1.** A catastrophic event shall be defined as follows:

- A serious illness or accident causing the absence of the Educational Assistant over an extended period of time, including periodic absences over an extended period of time, as determined by a qualified physician.
- The Leave Allowance Bank will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician.
- Death of an immediate family member as defined in Article III, Section 3.03: Bereavement Leave.

**Subd. 6.2.** All Educational Assistants who wish to participate shall notify the Human Resources Office within twenty (20) days after such Educational Assistant's first workday for the school year. Participating Educational Assistants will be assessed one day of leave allowance at the time they join the Leave Allowance Bank. All assessed days will accumulate in a bank where they will be available to participants who have used all of their designated sick leave days. When the days in the bank have been used, all participants will be reassessed one day, thus the days in the bank will equal the number participating.

**Subd. 6.3.** An Educational Assistant may withdraw from the Leave Allowance Bank at the beginning of any school year. In case of withdrawal, an Educational Assistant's contribution of days to the leave allowance bank stays in the bank.

**Subd. 6.4.** An Educational Assistant may use no more than fifteen (15) days from the sick leave bank in any given school year.

**Subd. 6.5.** Both the Employer and the Education Minnesota-Northfield Public Schools Educational Assistants have a substantial interest in insuring that days from the sick leave bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve both the NPSEA and the Employer in counseling Educational Assistants repeatedly using the sick leave bank to insure that the appropriate contractual standards are met.

**Subd. 6.6.** Days from the sick leave bank shall not be used for personal leave, school conference or activity leave of a dependent child, or to care for a sick or injured dependent child or employees' parent. When defined by Article III, Section 3.03: Bereavement Leave, days from the Leave

Allowance Bank may not exceed the number of days allowed in Section 3. The Leave Allowance Bank shall not be used when an Educational Assistant qualifies for disability income.

**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 or vacation pay 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, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

**Section 3.05 Jury Duty:** Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such a period. Any per diem, excluding reimbursement for travel or meal expenses, received by the employee for such services will be endorsed over to the employer.

**Section 3.06 Child Care Leave:**

**Subd. 1.** A child care leave without pay may 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 application for child care leave shall inform the Superintendent in writing of intention to take the leave 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 from her physician indicating the expected date of delivery. If an Educational Assistant who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of ~~Section 4~~ 3.01 until the scheduled beginning date of her child care leave.

**Subd. 4.** The School Board agrees to give the Educational Assistant a child care leave of at least six months in length and will grant a maximum leave to the beginning of the work year following the six-month period. Upon signifying his/her intention to return, the Educational Assistant shall have the right to return to an equivalent position if his/her leave is commenced and concluded within the same work year. If an Educational Assistant's child care leave plan does not call for his/her return within the work year it is commenced and that educational assistant's position has been eliminated, the School Board reserves the right of assignment for the positions which remain.

**Subd. 5.** Failure of the Educational Assistant to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the educational assistant mutually agree to an extension in the leave.

**Subd. 6.** An Educational Assistant on child care leave without pay is eligible for all employee benefit plans but must pay the extra premium for such benefits as he/she wishes to retain. These benefits are limited to those allowed by the companies concerned.

**Subd. 7.** An Educational Assistant returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she ceased working to commence his/her leave.

**Subd. 8.** Time off during the leave period shall not count toward a step advancement on the wage schedule. However, Educational Assistants 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 up to Five Days Without Pay:** Requests for leaves of absence without pay of up to five (5) days may be approved by the building principal or immediate supervisor.

**Subd. 2. Leave of Absence Without Pay for more than Five Days:** Requests for leaves of absence without pay for more than five (5) days may be approved by the Superintendent or designee upon the recommendation of the building principal or immediate supervisor.

**Section 3.08 Personal Leave:** Up to a total of two (2) 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. 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.

One day per year of unused Personal Leave may be carried over to the following school year. 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.

## **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 September 1.

**2014-15 School Year**

<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

**2015-16 School Year**

<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 or vacation pay 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 September 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:** Employees who complete a minimum work year, as described in Section 1 of this Article, shall receive employer insurance contribution for the calendar year, as described in Section 4.02 and 4.05 of this Article. When termination of employment occurs prior to the completion of a minimum work year, all district participation and contribution shall cease, effective at the end of the month following termination of employment. 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 LONGEVITY

**Section 5.01 Longevity Pay:** Educational Assistants shall receive longevity pay according to the schedule listed below. Longevity pay differential shall begin with the first paycheck issued to the employee after July 1 of the employee's seventh 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 longevity pay according to the following schedule:

<u>2014-15 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
6 to 10 years of experience completed	\$.75
11 to 15 years of experience completed	\$1.00
16 to 20 years of experience completed	\$1.25
21 or more years of experience completed	\$1.50
<u>2015-16 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
6 to 10 years of experience completed	\$.75
11 to 15 years of experience completed	\$1.00
16 to 20 years of experience completed	\$1.25
21 or more years of experience completed	\$1.50



**ARTICLE VI**  
**403b 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 \$500 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

**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 school year. 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 Assistant Association 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 representative, or his/her designee, will be contacted. This call will serve as recall notification and the two (2) full eight hour business days will accrue from that point in the same manner as if the employee on recall had been contacted.

**Subd 3. Loss of Recall Rights:** If an employee on recall declines an offer of a position he or she shall lose all further recall rights under this Article.

**Section 10.03 Notice of Elimination of Position:** To the extent possible, the District shall notify an employee by the last day of school if his/her position is to be eliminated or hours changed for the subsequent school year. The District will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year, with the exception of the reduction or elimination of a student-specific special education educational assistant due to the departure of the student. In that case, the District shall provide a two-week notice if possible or as soon as practical.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **Section 11.01 Definitions and Interpretations**

**Subd. 1. Grievance Definition:** A "grievance" is an allegation by a unit member, unit

members, or the exclusive representative, of a violation, misinterpretation, or misapplication of this Agreement.

**Subd. 2 Representative:** The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Subd. 3. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 4. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 5. 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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 6. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 11.02 Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. 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.

**Section 11.03 Informal Discussion:** Before filing a formal grievance, the unit member(s) shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

**Section 11.04 Level I:** If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing, on the grievance form (Appendix CA) and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written disposition of the grievance to the grievant and the exclusive representative within ten days after receipt of the written grievance.

**Section 11.05 Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

**Section 11.06 Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Subd. 1. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Subd. 2. 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 employee may appeal it to the next level.

**Section 11.07 Level IV:** In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

(1) The issues involved.

- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to the grievance procedure.

b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both 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 denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty 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 P.E.L.R.A.

**Subd. 7. 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 which 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 which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

**Subd. 8. 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

## **ARTICLE XII DURATION**

**Section 12.01 Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2014, through June 30, 2016, and thereafter as provided by the P.E.L.R.A. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 12.02 Effect:** This Agreement constitutes the full and complete Agreement between the School Board 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, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 12.03 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 12.04 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 provisions thereof.

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

For the Northfield Educational Federation,  
Local #6030, Education Minnesota, AFT,  
NEA, AFL-CIO

For Independent School District #659  
Northfield, Minnesota

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2014

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2014

**APPENDIX A  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Assignment: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of the grievance (including events/conditions of the grievance/persons responsible)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract provision allegedly violated:

\_\_\_\_\_

Redress Sought:

\_\_\_\_\_  
\_\_\_\_\_

**LEVEL I – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Principal or Immediate Supervisor and Reasons Therefore:**

Disposition:

\_\_\_\_\_  
\_\_\_\_\_

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

- ☐ I hereby accept the above disposition.  
☐ I hereby decline the above disposition.  
☐ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Distribution of Form  
Board of Education  
Superintendent  
Personnel Director  
Building Principal  
Association  
Grievant



**LEVEL II - FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Superintendent and Reasons Therefore:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

\_\_\_\_\_ I hereby accept the above disposition.

\_\_\_\_\_ I hereby decline the above disposition.

\_\_\_\_\_ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL III – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Board of Education and Reasons Therefore:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

\_\_\_\_\_ I hereby accept the above disposition.

\_\_\_\_\_ I hereby decline the above disposition.

\_\_\_\_\_ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL IV – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition and Award of Arbitrator:** Attach Arbitrator's award.

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING: SCHOOL CLOSINGS**  
**Between Northfield Educational Assistants and**  
**Independent School District No. 659**  
**July 1, 2014 – June 30, 2016**

Given the unpredictable nature of Minnesota's winters, the benefit of educational assistant professional development and the need for predictable yearly compensation, this Memorandum of Understanding is intended to achieve the following goals:

- Make it clear that the first two cancelled days are still paid.
- Make it clear that the third cancelled day is made up as a professional development day on a teacher make-up day at the end of the year **if** it isn't already made up as a paid student day during the year.
- Make it clear that cancelled days that are not made up (student make-make up days or the professional development day at the end of the year) can still be paid days if an Educational Assistant uses a personal day.
- Make it compatible with the calendar make-up day scenarios.

Therefore, the parties agree that for the 2014-16 school years Article II, Section 2.07 School Closing will be modified as follows:

***Section 2.07. School Closing:** 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 up to a maximum of two days per year. Educational Assistants shall be required to perform services if requested to do so by their immediate supervisor. If school is closed for a third day that has not been designated a student make-up day according to the 2014-15 or 2015-16 Northfield Public Schools Calendar (calendar), the day will be replaced with an additional day of Educational Assistant professional development to be held on the first teacher (non-student) make-up work day designated by the calendar. The parties understand that this will take place on June 8, 9, 10, or 11th, 2015 and it will not be possible to schedule the exact day until April 16<sup>th</sup>, 2015 for the 2014-15 school year. The Board of Education will set the designated make-up work days for the 2015-16 school year.*

*If more than two full-day closures occur within one school year, and such closures are not replaced with additional proportionate days of professional development as described in this Section, then Educational Assistants may utilize available personal leave to offset a reduction in pay for the cancelled days. School days that begin late or end early due to an emergency shall not be counted towards these two days.*

*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.*

*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.*

Modifications to this MOU may be made though can be made by mutual agreement of the parties, but it is understood that unless successor agreements are agreed upon, this modification ends on June 20, 2016.

Northfield Educational Assistants

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

I.S.D. #659

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

## **APPENDIX C**

### **SICK LEAVE OTHER ELIGIBILITY**

In addition to using accumulated leave time for one's own illness or injury, Minnesota law (M.S. §181.9413) allows an employee to use up to 160 hours of accumulated leave time per leave year (July 1-June 30) for the illness or injury of the following relatives:

- minor child
- adult child
- spouse
- sibling
- parent
- mother-in-law
- father-in-law
- grandchild
- grandparent
- stepparent

In addition, the law also allows an employee to use accumulated leave time for themselves or a relative (as listed above) to provide or receive assistance because of sexual assault, domestic abuse or stalking.

Please note that the eligible relatives above are based upon Minnesota law as of July 1, 2014. Many Northfield Public Schools contracts and/or agreements reference Minnesota law for the purposes of defining eligible relatives for the purpose of sick leave. Please see the Minnesota statute for the most current listings.

Please contact the Northfield Public Schools Human Resources Office at (507) 663-0627 with questions about the use of the 'Sick Leave – Other' absence code.

**APPENDIX D**  
**MEMORANDUM OF UNDERSTANDING: PAYROLL DEDUCTIONS**  
**Between Northfield Educational Assistants Federation and**  
**Independent School District No. 659**  
**July 1, 2014 – June 30, 2016**

In an effort to mitigate the financial impact of insurance deductions for Educational Assistants during pay periods with fewer school days, the District and Federation agree to follow the schedule below for insurance deductions during the 2014-15 school year for participating Educational Assistants.

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

Either the Northfield Educational Assistants Federation or Independent School District No. 659 may choose to discontinue the new deduction practice for the 2015-16 school year and revert to a 18 period deduction schedule cycle. Notification must be made in writing and submitted to the other party on or before June 15, 2015. Modifications to the schedule listed above can be made for the 2015-16 school year by mutual agreement on or before June 15, 2015.

This MOU is contingent upon settling the 2014-16 Master Agreement in time to be ratified by the School Board on August 11, 2014.

This MOU expires on June 30, 2016. Continuance of the practice after that will be part of the discussion for the 2016-18 Master Agreement.

**Northfield Educational Assistants Federation**

**I.S.D. #659**

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*OFFICE EMPLOYEE*

**AGREEMENT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA  
AND  
NORTHFIELD PUBLIC SCHOOLS OFFICE EMPLOYEES**

**AGREEMENT EXTENDS FROM  
July 1, 2014 to June 30, 2016**

## **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 Northfield Public Schools Office Employees, Northfield, Minnesota, 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 items and conditions of employment for office personnel 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 Public Schools Office Employees, as the exclusive representative for office personnel 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 such employees of 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 Mediation Services, if any.

**Section 1.04 Information:** The school district shall provide the exclusive representative with a list that includes the classification 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 employee.

**Section 1.06 Description of Appropriate Unit:** For purposes of this Agreement, the term Northfield Public Schools Office Employees shall mean all office employees in the appropriate unit employed by the school district in such classifications listed in Article II, Section 2.01 excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency 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 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 the 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 rights to dues check off. Upon receipt of the list of employees authorized for dues deduction from the exclusive representative, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in eighteen (18) installments. Such installments will begin as outlined on the District's annual Payroll Calendar.

**Section 1.16 Fair Share Fee:** In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the



exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the school district, and to each employee to be assessed the fair share fee. Upon request, the employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for fair share fee shall be held in escrow by the school district pending a decision by the Commissioner of the Bureau of Mediation Services or Court. Any fair share challenge shall not be subject to the grievance procedure.

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 the fair share fee specified by the exclusive representative as provided herein.

**Section 1.17 Conducting Business of the Exclusive Representative:** The exclusive representative shall have access to school facilities, including equipment, by arrangement 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. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

## **ARTICLE II**

### **JOB CLASSIFICATIONS, RATES OF PAY, HOURS OF SERVICE AND HOLIDAYS**

**Section 2.01 Job Classifications:** Office personnel represented by the Northfield Public Schools Office Employees shall be employed in three classifications: Class II, III, and IV. Positions included in these classifications are listed below:

#### **CLASS II**

Office Generalist – High School Office/Special Education Department  
Office Generalist – Alternative Learning Center  
Office Generalist – Community Services (Early Childhood)  
Office Generalist – High School Production Room

**CLASS III**

Office Specialist – Middle School Guidance  
 Office Specialist – Greenvale Park Office  
 Office Specialist – Bridgewater Office  
 Office Specialist – Sibley Office  
 Office Specialist – Administrative Services  
 Office Specialist – Student Activities Coordinator  
 Office Specialist – Middle School Assistant Principal  
 Office Specialist – High School Assistant Principal  
 Office Specialist – High School Guidance  
 Office Specialist – Teaching and Learning

**CLASS IV**

Administrative Support Assistant – Community Services Office  
 Administrative Support Assistant – Alternative Learning Center  
 Administrative Support Assistant – Word and Web Design Support Specialist  
 Administrative Support Assistant – High School Principal  
 Administrative Support Assistant – Middle School Principal  
 Administrative Support Assistant – Sibley School Principal  
 Administrative Support Assistant – Bridgewater School Principal  
 Administrative Support Assistant – Greenvale Park School Principal  
 Administrative Support Assistant – Director of Community Services  
 Administrative Support Assistant – Family Services  
 Accounting Specialist – Payroll Business Office  
 Accounting Generalist – Business Office (2)  
 Administrative Support Assistant – Director of Special Education

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

**RATES OF PAY****2014-15**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Class II	15.87	16.19	16.51	16.84	17.17
Class III	16.80	17.13	17.45	17.77	18.11
Class IV	17.38	17.70	18.02	18.34	18.68

**2015-16**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Class II	16.20	16.53	16.86	17.19	17.53
Class III	17.15	17.49	17.82	18.14	18.49
Class IV	17.75	18.07	18.40	18.72	19.07

Step changes shall take effect at the beginning of the work year. 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.

**Section 2.03 Job Reclassification:** Employees changing from one classification to another classification shall move to the same step in the new classification if the change takes place during the work year. However, when an employee is reclassified at the end of the work year, he/she shall advance a step on the schedule effective July 1 provided the employee has worked more than half of the preceding year.

A change from one classification to another shall be made at the discretion of the school district. However, the Superintendent or designee shall discuss such changes in classification and the classification of new positions with the President of the Association.

**Section 2.04 Rate of Pay for Regular Employees who Substitute in a Position with a Higher Classification:**

**Subd. 1.** Regular office employees who substitute in a position with a higher job classification shall be paid as follows:

- a. Five (5) days or less of continuous service as a substitute - employee's current rate of pay or a rate of pay commensurate with step 1 of the classification of the position in the higher classification, whichever is greater.
- b. The sixth (6th) day and all days thereafter of continuous service as a substitute - rate of pay commensurate with employee's current step placement in the classification of the position in the higher classification.

**Subd. 2.** Employees who substitute in a lower job classification shall be paid at their current rate of pay.

## **HOURS OF SERVICE**

**Section 2.05 Basic Work Week:** The schedule of authorized hours worked per day and days worked per year shall be established by the immediate supervisor. Working hours shall be exclusive of lunch.

**Section 2.06 Lunch Period:** The lunch period shall be 30 minutes on student days. One hour may be taken on non-student days; however, arrangements must be made with the immediate supervisor to make up the extra 30 minutes.

**Section 2.07 Breaks:** Office employees shall have a 15-minute break for each four (4) consecutive hours worked each morning and afternoon. These breaks shall be taken at a time when the least possible disruption in service results. Break time is non-accumulating.

**Section 2.08 Overtime:** Overtime shall be paid on the basis of one and one-half times the base hourly rate for all hours worked beyond forty hours per week. No overtime will be paid unless it has been specifically authorized by the Superintendent of Schools or his/her designee.

**Section 2.09 Part-time Employees:** The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

**Section 2.10 School Closing:** In the event that school (or schools) is closed due to an emergency, office employees shall continue to receive compensation for up to a maximum of two days per year. Office employees shall be required to perform services if requested to do so by their immediate supervisor and shall earn one and one-half times the base hourly rate.

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.

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 closings.

**Section 2.11 Summer Work:** Regular employees of the school district who are not employed for the full year shall, to the extent possible, be given consideration for summer employment in their regular position or similar positions when the need for such summer work arises and if, in the opinion of the school administration and/or Board of Education, the employee is qualified to perform the work. Such work will be at the employee's regular rate of pay.

**Section 2.12 Definition of Work Year:**

**Subd. 1.** The fiscal year shall be from July 1 to June 30.

**Subd. 2.** The work year for individuals employed for less than 12 months shall be established on the basis of a specified number of days. Generally, this will include the school year plus a specified number of days distributed before the beginning of the school year and after the end of the school year.

**Subd. 3.** The school district reserves the right to adjust the work year of all office personnel.

**HOLIDAYS**

**Section 2.13 Eligibility:** Office Employees who work 20 hours per week or more shall be eligible for paid holidays as provided in this Article. Paid holidays shall be prorated to the normal percentage of the day worked.

**Section 2.14 Employees with a work year of 173 to less than 195 days:** Office employees shall receive the following paid holidays provided the holiday falls within the scheduled work year.

Labor Day  
Thanksgiving Day  
Presidents' Day (if designated as a holiday by the Board of Education)  
Memorial Day

**Section 2.15 Employees with a Work Year of 195 to less than 220 Days:** Office employees shall receive the following paid holidays provided the holiday falls within the scheduled work year.

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Presidents' Day (if designated as
Memorial Day	a holiday by the Board of Education)

**Section 2.16 Employees with a Work Year of 220 Days or More:** Office employees with a work year of 220 days or more shall receive the following additional holidays provided the holiday falls within the scheduled work year.

Independence Day  
Christmas Eve Day  
Good Friday

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

**Section 2.17 Good Friday and/or Presidents' Day:** In those school years when Good Friday and/or Presidents' Day are not designated as holidays by the School Board in the approved school calendar, employees who are eligible to take those days may take one day each in lieu of Good Friday and/or Presidents' Day on a non-student day. The days used shall be subject to the following restrictions:

- a. The school district shall determine the schedule for office employees to take the holiday(s).
- b. Employees shall notify the immediate supervisor in writing at least two weeks in advance of the day(s) during the designated periods he/she requests to take the holidays.
- c. The number of employees allowed to take a holiday on the same day may be limited to allow for buildings to remain open during these periods.
- d. Holidays not taken during the designated periods shall be lost.
- e. There shall not be pay in lieu of taking holidays off.

### **ARTICLE III LEAVES**

#### **VACATION**

**Section 3.01 Vacation Eligibility:** Vacation shall apply only to employees who are employed 30 hours or more per week with the following exception: Employees who work 20 hours or more per week and have a 52-week work year will be eligible for vacation. Vacation days shall be prorated for eligible employees who work less than 40 hours per week.

**Section 3.02 Vacation Days/Work Year:** Employees with a work year of 220 days or more shall be granted the following vacation time with pay. Work year is defined as the number of work days excluding paid holidays.

Years of Service (inclusive)

1 - 5	10 days
6 - 13	15 days
14 or more	20 days

Employees with a work year of 195 to less than 220 days shall be granted the following vacation time with pay:

1 to 5 years of service (inclusive)	8 days
6 or more years of service	12 days

**Section 3.03 Vacation Days During First Year of Service:** During the first year of service, employees shall be eligible for a pro-rated number of vacation days with pay based on the number of days worked in that fiscal year.

**Section 3.04 Vacation Periods:** Vacation periods shall be approved in advance by the employee's immediate supervisor. All requests should be submitted sufficiently in advance using the District's substitute/leave management system so that work assignments can be adequately covered by other employees.

Office employees are encouraged to take vacation in the summer or at other times when school is not in session except in the case of unusual personal circumstances. Approval to take vacation on days when school is in session shall be obtained from the immediate supervisor and/or building principal. Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. A one-time extension of up to six months to use vacation time may be granted by the Superintendent or designee upon the recommendation of the supervisor if it is determined that unusual circumstances have precluded the use of vacation within the regularly designated period of time. Employees shall receive payment for unused vacation days earned up to the date of resignation upon separation of employment. Vacation benefits shall not accrue during any period of absence for reasons other than vacation or required military leave which extends beyond one month.

## **SICK LEAVE**

### **Section 3.05 Sick Leave:**

**Subd. 1.** Employees who are regularly employed at least four hours per day in a regular work week assignment for a minimum of 173 days but less than 195 days shall be granted 10 days of sick leave, a regular work assignment of 195 days shall be granted 11 days of sick leave per year if the work year is less than 220 days, and 12 days per year if the work year is 220 days or more. Sick leave days shall be prorated to the percentage of the day worked. The work year is defined as the number of work days, excluding paid holidays.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit as follows:

<u>Work Year</u>	<u>Maximum Accumulation</u>
220 work days or more:	228 days
195 to 219 work days	202 days
less than 195 work days	164 days

**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 of 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 that such illness required the employee's absence, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

**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 which are not later earned by such employee.

**Subd.6.** Sick Leave Donation/Bank: When an office employee has used all his/her leave allowance, the employee will be allowed to use days drawn from the "sick leave bank".

(1) All employees who wish to participate shall notify the Human Resources Office during the open enrollment period September 1 through 20. Any non-participating employee or new hire would be required to wait until the following year's open enrollment period.

Participating employees will be assessed two (2) full work days per their contracted daily hours at the time they enroll in the sick leave bank. Participants may elect to donate up to an additional eight (8) days each year to the sick leave bank. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated sick leave days. When the days in the bank have been used, all participants will be reassessed one (1) day, thus the days in the bank will equal the number participating. The maximum assessment per participant will be five (5) days per school year.

(2) An employee may terminate participating from the sick leave bank during the open enrollment period September 1 through 20. In case of participation termination, an employee's contribution of days to the sick leave bank stays in the bank.

(3) An employee may use no more than seven (7) days from the sick leave bank in any given school year.

(4) Both the Employer and the NPSOE have a substantial interest in insuring that days from the sick leave bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve both the NPSOE and the Employer in counseling employees repeatedly using the sick leave bank to insure that the appropriate contractual standards are met.

(5) Days from the sick leave bank shall be used solely by the employee for his/her medical needs, and shall not be used for personal leave, parental leave, school conference or activity of a dependent child. The sick leave bank shall not be used when an employee qualifies for disability income.

**Section 3.06 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 shall be deducted from unused sick days.

**Section 3.07 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 or vacation pay 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, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

**Section 3.08 Jury Duty:** Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such a period. Any per diem received by the employee for such services will be deducted from regular pay.

**Section 3.09 Child Care Leave:**

**Subd. 1.** A child care leave without pay may be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and/or provide parental care for a child or children of the office employee for an extended period of time.

**Subd. 2.** An office employee making application for child care leave shall inform the Superintendent or designee in writing of intention to take the leave 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 office employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If an office employee who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her child care leave.

**Subd. 4.** The School Board shall grant office employees a child care leave of at least six months in length and will grant a maximum leave to the beginning of the work year following the six-month period. Upon signifying his/her intention to return, the office employee shall have a right to return to his/her original position as specified in his/her child care leave plan if his/her leave is commenced and concluded within the same work year. If an office employee's child care leave plan does not call for his/her return within the year it is commenced, an office employee shall have the right to be returned to an equivalent position.

**Subd. 5.** Failure of the office employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the office employee mutually agree to an extension in the leave.

**Subd. 6.** An office employee on child care leave without pay is eligible to continue in the district's group insurance plans. The employer will continue its contribution for the first three (3) calendar months of the unpaid child care leave beginning on the 1st of the month after the leave commences. The employee must pay his or her portion of the premium during such period, and must pay the full premium for such benefits as he/she wishes to retain beyond such three-month period.

**Subd. 7.** An office employee returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she began his/her leave.

**Subd. 8.** 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 3.10 Leaves of Absence Without Pay:** Office personnel may apply for leaves of absence without pay in the event of personal extenuating circumstances. Leaves of absence without pay of up to five (5) days may be approved by the building principal or immediate supervisor. Additional days may be



granted without pay at the recommendation of the building principal or immediate supervisor and the approval of the Superintendent or designee.

**Section 3.11 Personal Leave:** Up to a total of two (2) 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. Request for leave under this Section must be made through the District's substitute/leave system at least three (3) days in advance, except for emergencies.

**Section 3.12 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.

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

**Section 4.01 Group Insurance:** During the term of this Agreement, 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.

Office employees regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the student days in session 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.

Substitute or temporary office personnel who are employed for less than one student school year shall not be eligible for any benefits described under this Article or sick leave benefits described under Article III.

**Section 4.02 Health and Hospitalization Insurance:** Eligible employees and their spouse and eligible dependents may participate in the district group health and hospitalization 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 deductions. The effective date for employer contributions shall be September 1.

##### **2014-15 School Year**

<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>
<u>SINGLE:</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY:</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

### 2015-16 School Year

30-40 hrs/wk  
1.0 factor

25 < 30 hrs/wk  
.6 factor

20 < 25 hrs/wk  
.5 factor

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 or vacation pay 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 employees 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 office 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 September 1.

30-40 hrs/wk  
1.0 factor

25 < 30 hrs/wk  
.6 factor

20 < 25 hrs/wk  
.5 factor

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:** An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except for those employees eligible for employer contributions in Article VI, Retirement, Section 6.01. However, employees may be continued in the group for a period following termination of employment or after the district's contributions toward retirement benefits cease, as determined by state and federal laws if they agree to pay the entire premium amount.

## ARTICLE V LONGEVITY

**Section 5.01 Longevity Pay:** Office personnel shall receive longevity pay according to the schedule listed below.

In addition to the hourly rate to which they are entitled under Article II, Section 2.02, Office Employees shall be eligible for longevity pay according to the following schedule:

<u>2014-15 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
Seniority date between 7-2-03 and 7-1- 08	\$1.00
Seniority date between 7-2-98 and 7-1- 03	\$1.10
Seniority date between 7-2-93 and 7-1- 98	\$1.45
Seniority date on or before 7-1- 93	\$2.60

  

<u>2015-16 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
Seniority date between 7-2- 04 and 7-1- 09	\$1.00
Seniority date between 7-2- 99 and 7-1- 04	\$1.10
Seniority date between 7-2- 94 and 7-1- 99	\$1.45
Seniority date on or before 7-1- 94	\$2.60

## ARTICLE VI RETIREMENT

**Section 6.01 Retirement Insurance:** The district shall contribute toward the premium for medical (health and hospitalization) insurance under the same conditions as an employed office employee, but not to exceed 80% of the premium, for six (6) years for any office employee who was enrolled in the plan prior to retirement and who retires upon attaining age fifty-five (55) and has a minimum of ten (10) years employment in the Northfield Public Schools. Office employees electing to receive this medical insurance benefit must make timely payments of his/her portion of the insurance premium cost in order to remain eligible for the benefit. Coverage will be available to a retired office employee who has group medical insurance available from another employer. However, such other employer's insurance must be taken and will be considered primary coverage.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

**Section 6.02 403(b) Matching Plan:** 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) plan. The School District will match an employee's contribution to a 403 (b) tax deferred plan up to \$300 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

## **ARTICLE VII**

### **PROBATIONARY PERIOD, RESIGNATIONS, AND DISCIPLINE AND DISCHARGE**

**Section 7.01 Resignations:** Employees shall give two weeks notice of resignation in writing to the Superintendent or designee with a copy to the immediate supervisor. Such two-week period shall not include vacation time off unless agreed to by the Superintendent or designee.

**Section 7.02 Probationary Period:** A new employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the District during which time the District shall have the right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**Section 7.03 Completion of Probationary Period:** An employee who has completed the probationary period may be disciplined or discharged only for cause except in the case of individuals who are substituting for personnel on long-term leaves of absence. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

**Section 7.04 Progressive Discipline:** Discipline shall normally occur in the following sequence:

1. Conference with employee
2. Written reprimand
3. Suspension without pay
4. Discharge

The relative seriousness of the matter will determine at what level disciplinary action is commenced. The District may, in its discretion, suspend an employee with pay pending an investigation.

## **ARTICLE VIII**

### **EXPENSES**

Necessary and pre-approved expenses that are required of any office employee in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate shall be set by the School Board.

## ARTICLE IX NOTIFICATION OF JOB OPENINGS

The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of 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 office employees and all members of the local via the District e-mail system.

During the summer and/or vacation periods when office personnel are away from the schools, written notification to the president of the association shall constitute proper notification. Requests for consideration for job openings shall be made through the District's online application system.

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

## ARTICLE X PROFESSIONAL GROWTH

Office employees may attend workshop programs deemed to be appropriate for non-certified staff, provided such attendance is approved by the employee's immediate supervisor. Expenses incurred shall be subject to Article VIII of this Agreement.

## ARTICLE XI GRIEVANCE PROCEDURE

**Section 11.01 Grievance Definition:** A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 11.02 Representative:** The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 11.03 Definitions and Interpretation:**

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

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

**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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 11.03 Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. 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.

**Section 11.04 Adjustments of Grievance:** The School Board and the employee 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. Informal Discussion:** Before filing a formal grievance, the employee shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

**Subd. 2. Level I:** If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

**Subd. 4. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 11.05 School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 11.06 Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the same time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 11.07 Arbitration Procedures:** In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be made in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

- a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  - (1) The issues involved.
  - (2) Statement of the facts.
  - (3) Position of the grievant.
  - (4) The written documents relating to Section 5, Article XII of the grievance procedure.
- b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both 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 denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

**Subd. 7. 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 which 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 which the parties mutually agree are necessary for

the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

**Subd. 8. 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 11.08 Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further. This shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XII DURATION**

**Section 12.01 Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2014 through June 30, 2016, and thereafter until modifications are made pursuant to the P.E.L.R.A. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 12.02 Effect:** This Agreement constitutes the full and complete Agreement between the School Board 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, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 12.03 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 12.04 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.



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

**For the Northfield Public Schools  
Office Employees**

**For Independent School District No. 659**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, Board of Education

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Education

Dated: \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 659  
NORTHFIELD, MINNESOTA  
PERSONNEL POLICIES AND PRACTICES

Confidential Employees

JULY 1, 2014 THROUGH JUNE 30, 2016

## ARTICLE I EMPLOYMENT

### **Section 1.01 – Introduction**

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

### **Section 1.02 – Basic Services**

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

### **Section 1.03 - Duty Year/Work Day**

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. The work day shall be 8 hours/day.

## ARTICLE II SALARIES

### **Section 2.01 - Compensation**

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices B, and C.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

## Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30<sup>th</sup>, shall for the purposes of salary increases be given credit for (1) year of experience.

## Section 2.03 - Holidays

Employees who work 20 hours or more per week, with a duty year of 50 or more weeks, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the immediate supervisor.

# ARTICLE III VACATION/LEAVES

## Section 3.01 - Vacation

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for employees working 50 or more weeks per year shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1 - 5	10
6-10	15
11+	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1<sup>st</sup>), however, vacation is considered earned on a monthly basis. Individuals hired after July 1<sup>st</sup> will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 50 or more weeks per year.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor.

Payment for unused, earned vacation balances as limited by the previous paragraph will be made by the School District upon termination or separation of employment.

Employees working fewer than 50 weeks per year shall not receive vacation.

### **Section 3.02 - Sick Leave**

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1<sup>st</sup>), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

### **Section 3.03 – Disaster Leave**

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

### **Section 3.04 – 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 members or friends.

Time off for critical illness/bereavement shall be deducted from unused sick days.

### **Section 3.05 - Personal Leave**

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor via the District substitute/leave reporting system. A deduction of these days will be made from sick leave.

### **Section 3.06 - Leave of Absence Without Pay**

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

### **Section 3.07 - Child Care Leave and Adoption Leave**

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 unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent 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 statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.

D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

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 at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care leave plan does not call for his or her return within the fiscal year it is commenced, the employee shall have the right to be returned to an equivalent contractual position, unless such employee has been previously terminated pursuant to the provision of M.S. 122A.40 or such employee has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. 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 document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

### **Section 3.08 – Religious Observance Leave**

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

### **Section 3.09 – Judicial Leave**

An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

### **Section 3.10 – Superintendent's Discretionary Leave**

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

### **Section 3.11 – 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.

## **ARTICLE IV INSURANCE**

### **Section 4.01– Insurance Eligibility**

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

### **Section 4.02 – District Obligation**

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

### **Section 4.03 - Health and Hospitalization**

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be September 1.

Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	\$ Tied to Teachers	\$ Tied to Teachers
Family	\$ Tied to Teachers	\$ Tied to Teachers

### **Section 4.04 - Dental Insurance**

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be September 1.



Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	\$ Tied to Teachers	\$ Tied to Teachers
Family	\$ Tied to Teachers	\$ Tied to Teachers

#### **Section 4.05- Life Insurance**

The School District shall provide, at District expense, a group term life insurance plan providing \$50,000 of coverage for each eligible employee. The eligible employees 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 4.06 - Long-Term Disability Insurance**

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

#### **Section 4.07 - Liability Insurance**

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

#### **Section 4.08 - Duration of Insurance Contribution**

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

### **ARTICLE V OTHER BENEFITS**

#### **Section 5.01 - Travel**

Necessary and approved transportation that is required of the employee 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.

#### **Section 5.02 - Professional Improvement**

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

#### **Section 5.03 – Professional Membership Dues**

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

#### **Section 5.04 - Vandalism Reimbursement**

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

### **ARTICLE VI RETIREMENT**

#### **Section 6.01 – Retirement Insurance**

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance plan according to provisions of Section 4.05 at the employee's own expense until the employee is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for six (6) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective November 1, 2010.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

## **APPENDIX A**

### **SALARIES AND DUTY YEAR 2014-15**

<b>Position</b>	<b>Duty Year</b>	<b>Annual Salary</b>
Administrative Assistant to Superintendent	52 weeks	\$55,664
Human Resources Administrative Assistant	52 weeks	\$44,700

## **APPENDIX B**

### **SALARIES AND DUTY YEAR 2015-16**

<b>Position</b>	<b>Duty Year</b>	<b>Annual Salary</b>
Administrative Assistant to Superintendent	52 weeks	\$59,338
Human Resources Administrative Assistant	52 weeks	\$47,650

## **APPENDIX C**

### **STEPS FOR SERVICE**

Step 1	\$0
Step 2	\$1,000
Step 3	\$2,000
Step 4	\$3,000

**MASTER AGREEMENT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 659,  
NORTHFIELD, MINNESOTA  
AND THE  
NORTHFIELD PRINCIPALS' ASSOCIATION**

**July 1, 2014 - June 30, 2016**

## ARTICLE I EMPLOYMENT

**Section 1.01 Parties** This Agreement is made and entered into by and between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the "School Board" and the Northfield Principals' Association, hereinafter referred to as the "Association".

**Section 1.02 Purpose:** The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the School Board, its principals, and their duly authorized exclusive representative, the Association; to establish the terms and conditions of employment for principals; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School Board and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA"). Terms not specifically defined in this Agreement shall have the meanings given them under the PELRA.

## RECOGNITION

**Section 1.03 Recognition:** In accordance with the PELRA, the School Board hereby recognizes the Association as the exclusive representative for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in Case No. 74-PR-300-A:

All employees of Independent School District No. 659, Northfield, Minnesota, who are certificated by the State Department of Education as Principals or Assistant Principals, who are employed for more than 14 hours per week and for more than 67 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal.

The Association, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

As used in this Agreement, a "principal" is any person employed by the School Board who is included in the appropriate unit and includes principals and assistant principals except in those cases where there is a clear distinction between the two positions.

## MANAGEMENT RIGHTS

**Section 1.04 Authority and Power of the School Board:** The laws of the State of Minnesota have vested in the School Board the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, budgets, personnel structures, rules, and regulations for the district. All such authority and power of the School Board shall continue unimpaired, except as limited by a specific provision of this Agreement.

## RIGHTS AND RESPONSIBILITIES OF PRINCIPALS

**Section 1.05 Basic Duties:** Each Principal shall administer in such places as shall be designated by the School Board, shall faithfully perform the duties prescribed by the School Board for the position held, and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by Board policies, rules, regulations and orders issued by properly designated officials of the school district.

**Section 1.06 Strikes and Work Stoppages:** The School Board and the Association mutually recognize that their first obligation is to the public, and that the right of students and residents of this district to the

continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, neither the Association nor any individual principal shall engage in any strike, work stoppage or similar withholding of services.

In the event of strikes or work stoppages by other employees, principals covered under this Agreement are to be considered on continuing employment for the purpose of carrying out School Board policy and for insuring the protection of personnel and property. If a strike necessitates extending the school year and results in extending the principal's contract year, payment for each additional work day will be based upon each individual principal's annual salary divided by the annual number of work days under such principal's contract.

**Section 1.07 Assignment and Transfer of Principals:** The assignment and transfer of principals shall be made by the School Board upon recommendation by the superintendent, according to the following considerations:

**Subd. 1.** Should there be a vacancy in any principalship within the school system, the Association is to be advised of the vacancy to provide an opportunity for a qualified principal within the system to make application for the position.

**Subd. 2.** The superintendent shall notify the Chairperson of the Association and the principal involved in any proposed transfer, and shall give the reasons for the transfer upon request. The principal and a representative of the Association may meet with the superintendent to discuss any proposed transfer.

## **ARTICLE II COMPENSATION, RATES OF PAY, WORK YEAR, AND HOLIDAYS**

**Section 2.01 Individual Contracts:** Minnesota law requires that each individual principal be employed by written contract, signed by the principal and by the Chairperson and Clerk of the School Board. Each principal shall be compensated according to the terms of his/her individual contract.

**Section 2.02 Individual Salaries:** The salary specified in individual contracts issued during the term of this Agreement shall be computed in accordance with Appendix A. The School District has the right to withhold salary increases for principals with unsatisfactory performance as determined by the Superintendent. No salary increase will be paid in the 2016-17 school year until an agreement between the parties covering the period from July 1, 2016, to June 30, 2018 is reached.

**Section 2.03 Pay Deductions:** Deductions for each work day of absence under a leave of absence without pay will be based upon the individual principal's annual salary divided by the annual number of work days under such principal's contract.

**Section 2.04 Consultant Services:** Principals shall be required to make up a work day for each day absent for outside consulting activities for which an honorarium is paid. Approval of such days shall be at the discretion of the Superintendent.

**Section 2.05 Work Year:** The School District reserves the right to designate the number of weeks in the work year during the period July 1 through June 30 for each principal. The specified number of duty weeks shall include paid holidays. The method for establishing the duty year shall be to subtract the number of weeks in the work year from 52 weeks. The resulting number of weeks multiplied times five (5) days shall be non-duty days. It is the principal's responsibility to complete professional responsibilities within the specified work year. Non-duty days are not accumulative and may not be carried over from year to year or result in additional compensation. Principals may take non-duty days off through August for the preceding work year provided they will be continuing in their position the following year. Upon separation of employment, there shall be no compensation for non-duty days which

have not been taken by June 30. Exceptions may be made at the discretion of the Superintendent if non-duty days have accumulated due to a specific request by the Superintendent or Board of Education.

**Subd. 1 Holidays.** Principals shall receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, and Good Friday. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

**Subd. 2.** In the event a work day is lost for an emergency, principals shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

### **ARTICLE III LEAVES AND ABSENCES**

**Section 3.01 Sick Leave:** Principals working 20 hours or more per week will accumulate leave according to the following schedule. Sick leave with pay shall be allowed whenever a principal's absence is due to illness or injury of the principal, the principal's dependent child, or other individuals to the extent provided by Minnesota law which prevented the principal's attendance at work on that day or days.

**Subd. 1. 40-44-week contracts:** 11 days/yr, accumulative to 209 days.

**Subd. 2. 45-46-week contracts:** 12 days/yr, accumulative to 228 days.

**Subd. 3. 47-48-week contracts:** 13 days/yr, accumulative to 247 days.

**Subd. 4.** 15 days of sick leave will be provided for all principals in their first year of employment by the School Board; however, the total accumulated at the end of the second year shall not exceed that provided by the above schedule.

**Subd. 5. Disability qualification:** Sick leave will no longer be used when a principal qualifies for disability benefits.

**Section 3.02 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.

Leave provided under this section does not accumulate and is deducted from sick leave.

**Section 3.03 Personal Business:** Principals shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the school day. The request must be made three days in advance using the District's substitute/leave system. A deduction of these days will be made from sick leave.

**Section 3.04 Leave of Absence:** Principals may apply for leaves of absence in the event of personal extenuating circumstances.

#### **Section 3.05 Child Care Leave.**

**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 principal for an extended period of time.



**Subd. 2** A principal making application for unpaid child care leave shall inform the superintendent in writing with intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the principal will attempt to work out a satisfactory plan for the leave.

**Subd. 3** If the reason for the child care leave is occasioned by pregnancy, the principal shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 1 is available for the disabilities of pregnancy prior to the commencement of the child care leave.

**Subd. 4** The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

**Subd. 5** 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 at the beginning of the school year following such six (6) month period.
- (2) permit the principal to return to his or her employment prior to the date designated in the request for child care leave.

**Subd. 6** A principal returning from child care leave shall have a right to return to his or her original position as specified in the principal's child care leave plan if the principal's leave is commenced and concluded within the same school year. If the principal's child care leave plan does not call for his or her return within the year it is commenced, a principal shall have the right to be returned to an equivalent contractual position, unless such principal has been previously terminated pursuant to the provision of M.S. 125.12 or such principal has been placed on unrequested leave pursuant to the provisions of M.S. 125.12.

**Subd. 7** Failure of the principal to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the principal mutually agree to an extension in the leave.

**Subd. 8** A principal 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. The principal shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year.

**Subd. 9** Child care leave shall be without pay. The school district shall continue its contributions for group insurance as specified in Article IV for a principal on child care leave, if the leave commences and ends within the same school year.

**Section 3.06 Disaster Leave** The school district will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

**Section 3.07 Judicial Leave** An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

**Section 3.08 Superintendent's Discretionary Leave** Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

**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 circumstances. Such leave will be deducted from the employee's sick leave allowance.

**Section 3.10 Leave Allowance Bank:** When a principal has used all his/her leave allowance, the principal will be allowed to use days drawn from the "leave allowance bank."

- Subd. 1** All principals who wish to participate shall notify the Human Resources Office within twenty (20) days after such principal's first workday for the school year (July 1st). Participating principals will be assessed two days of leave allowance at the time they join the leave allowance bank. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated leave allowance days. When the days in the bank have been used, all participants will be reassessed two days, thus the days in the bank will equal twice the number participating.
- Subd. 2** A principal may withdraw from the "leave allowance bank" at the beginning of any school year. In case of withdrawal, a principal's contribution of days to the leave allowance bank stays in the bank.
- Subd. 3** A principal may use no more than sixteen (16) days from the sick leave bank in any given school year, effective with the implementation of Article VI, ~~Section 3~~ Article IV, Section 4.03.
- Subd. 4** The Employer has a substantial interest in insuring that days from the leave allowance bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve the Employer in counseling principals repeatedly using the leave allowance bank to insure that the appropriate contractual standards are met.
- Subd. 5** Days from the sick leave bank shall not be used for personal leave, parental leave, school conference or activity of a dependent child, or to care for a sick or injured dependent child or employee's parent. Days from the sick leave bank may be used for bereavement leave not to exceed the number of days allowed in Section 3. The leave allowance bank shall not be used when a principal qualifies for disability income.

## **ARTICLE IV GROUP INSURANCE**

**Section 4.01 Group Insurance:** During the term of this Agreement the School Board 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 a principal for benefits shall be governed by the terms of the master insurance contracts in force between the School Board and the insurers providing such coverage. It is further agreed that the School Board's only obligation under the policies described in this Article is to make the premium payments as provided in this Agreement, and no claim shall be made against the School Board in the event of a denial of insurance benefits by an insurance carrier. The Board contribution toward the premium for part-time principals shall be prorated

to the proportion of the contract time. The principal must work 20 hours or more per week to be eligible for insurance benefits.

**Section 4.02 Health and Hospitalization Insurance:** The School District shall provide the Principal and his or her dependents a health and hospitalization insurance plan and shall contribute as follows:

	<u>SINGLE</u>	<u>FAMILY</u>
2014-15	Tied to Teachers	Tied to Teachers
2015-16	Tied to Teachers	Tied to Teachers

Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual principal and his/her family. Each principal enrolled under the plan shall contribute, though payroll deduction, any excess of the monthly premium under the plan over the maximum School Board contribution toward the type of coverage for which such principal is enrolled. The effective date for employer contributions shall be September 1.

**Section 4.03 Income Protection:** The School District shall pay the full premium for each principal who qualifies for and is enrolled in coverage under the district's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings. Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the principal's basic earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the principal receiving long-term disability insurance benefits may continue in the district's group insurance plans at the principal's expense. Benefits payment shall continue beyond age 62 in accordance with federal regulations.

**Section 4.04 Life Insurance:** Effective upon enrollment in the District life insurance plan, the Employer will provide group term life insurance coverage for each full-time principal in the amount of \$200,000. Each principal may purchase additional group term life 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 principal through payroll deduction.

**Section 4.05 Dental Insurance:** The rate of Board payment for 2014-15 and 2015-16 shall an amount equal to the amount contributed toward the premiums for teachers. The effective date for employer contributions shall be September 1.

**Section 4.06 Duration of Insurance Contribution:** Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under Section 4.04 for early retirement. However, principals may be continued in the group insurance plans at their own expense for a period following separation determined by the insurance carrier and COBRA Legislation.

## ARTICLE V LONGEVITY

Longevity added to base and steps:

	<u>2014-15</u>	<u>2015-16</u>
8 years completed	\$3,000	\$3,000
12 years completed	\$4,000	\$4,000
16 years completed	\$5,000	\$5,000

## ARTICLE VI RETIREMENT

**Section 6.01 403(b) Matching Plan:** The school district shall contribute \$4,000 for the 2014-15 school year and \$4,000 for the 2015-16 school year to a tax-deferred matching contribution plan for each full-time principal who authorizes a matching salary reduction for the same period.

An employee working less than full-time as a principal shall be eligible for a prorated school district contribution.

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

The school district contribution and matching employee contribution will be made to a state-approved company of the principal's choice. It shall be the responsibility of the principal to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company bi-monthly.

**Section 6.02 Early Retirement Insurance:** Any principal who has at least ten (10) years experience in Independent School District No. 659 and retires upon attaining age fifty-five (55) or thereafter may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The principal may continue participation in the district's group term life insurance plan according to provisions of Section 6 at the principal's own expense until the principal is eligible for Medicare. The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as an employed principal but no more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement. Principals who retired prior to July 1, 2002, will continue to be eligible for the School District's contribution toward their insurance for the period of time established at the time of their retirement. Coverage will be available to a retired principal who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

## ARTICLE VII DISCIPLINE AND DISCHARGE

**Section 7.01 Discipline and Discharge:** No principal shall be discharged or otherwise disciplined without just cause.

### Section 7.02 Corrective Discipline:

- Subd. 1. Objective.** The first step in resolving most potential disciplinary situations is through a principal/superintendent conference.
- Subd. 2. Written Reprimand.** If the superintendent believes that a written reprimand is necessary, he/she will first confer with the principal regarding the circumstances.
- Subd. 3. Suspension.** If the superintendent has met with the principal and recommends to the School Board that additional disciplinary action be considered, the School Board will conduct a meeting with both the superintendent and principal. If the School Board decides that a suspension is appropriate, the Board may suspend a principal for a maximum of three (3) days.
- Subd. 4. Representation.** Both the principal and the school district are entitled to be represented at all levels of this disciplinary process.
- Subd. 5. Progressive Discipline.** The School District intends to follow a policy of progressive discipline with its employees. The normal sequence of discipline would be:
- (1) Conference with the employee;
  - (2) Written reprimand;
  - (3) Suspension with pay;
  - (4) Suspension without pay.

The relative seriousness of this matter will determine at what level disciplinary action is commenced.

- Subd. 6. Appeal.** The employee may request review of the district's decision through the grievance procedure. At the employee's option, the matter may be submitted directly to arbitration pursuant to Section 8 of the grievance procedure.
- Subd. 7. Effective Date.** A suspension without pay shall be effective upon acquiescence to the suspension by the principal or upon the decision by an arbitrator sustaining a proposed suspension.

## **ARTICLE VIII OTHER BENEFITS**

**Section 8.01 Reimbursement for In-District Mileage:** Principals driving their own cars for in-district travel for school purposes such as taking students home in emergencies, home visitations for the purpose of resolving student problems or conferences with parents and the like shall be reimbursed at the rate approved by the School Board consistent with other school district personnel.

**Section 8.02 Severance Plan.** Each principal who has completed seven (7) years of continuous service as a licensed principal in the school district or combined with other administrative positions within the district as identified in the Non-Union Administrators-Directors and/or Non-Union Administrators-Cabinet policy document agreements shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to his/her daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment. The daily rate shall be based on the principal's gross salary rate, including step, longevity and PHD differentials.

- b. The amounts shall be prorated for years during which the principal served part time.
- c. The maximum number of paid days shall be 115 days, and shall not exceed the number of sick leave days accumulated by the principal at the time of separation of employment.
- d. Deferred compensation under this section shall not be payable in the event a principal is terminated for cause.

Years completed in the principal unit will be applicable toward severance benefits outlined in Non-Union Administrators-Directors and/or Non-Union Administrators-Cabinet policy document agreements should a principal be hired for a position associated with one of those agreements. The severance payment will be based on the terms of the agreement the individual is assigned at the time of separation from the District and not the principals agreement.

**Section 8.03 Right to Use of Building:** For Association purposes, the principals shall have the right to use of building, facilities and equipment if and when such equipment is not otherwise in use. The Association agrees to reimburse the school district for the use of materials consumed and for any damages and repairs as a result of the use of the building, facilities and equipment.

**Section 8.04 Professional Improvement:** The School Board, at its sole discretion, agrees to provide funds for the purpose of providing professional improvement conferences for Principals. These funds shall be included in the annual budget amounts approved by the School Board for each building. Travel, meals, lodging, registration fees and gratuities shall be deemed appropriate expenses for these accounts. The Principal shall apply to the Superintendent for approval to attend out-of-state professional conferences.

**Section 8.05 Professional Dues:** The School Board will pay the professional dues for individual memberships for principals in the following state and national principals' associations: MASSP and NASSP (for secondary principals); and MESPA and NAESP (for elementary principals). Alternative or additional organizations may be granted to a principal upon approval by the Superintendent.

**Section 8.06 Vandalism Reimbursement:** The School District shall reimburse a principal who experiences vandalism of their vehicle or personal property in an amount up to \$500 in any given year toward the unreimbursed insurance deductible amount on the vehicle or personal property.

**Section 8.07 Liability Insurance:** The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

## **ARTICLE IX SENIORITY**

**Section 9.01 Seniority Date.** Seniority shall be based upon continuous and unbroken employment as a licensed principal with Independent School District No. 659 from the most recent date of hire as a licensed principal. The seniority date for individuals employed by the district as site leaders pending receipt of principal licensure shall be the date on which the Board of Teaching issues the principal licensure as noted on the license.

**Section 9.02 Seniority List.** On or before November 15 of each year, the district shall prepare from its records a Principals' Seniority List, in order of seniority date, which shall contain the seniority date, name and areas of licensure for each principal as shown by licenses on file in the district office as of November 1 of said year, and current employment status. The list will be divided into lists for principals and assistant principals. A copy of the Principals' Seniority List will be provided to each principal and assistant principal on or before November 15 of each year. A principal or assistant principal may challenge the correctness of the information by filing a written challenge with the Director of Human Resources. In the absence of a written challenge filed within

twenty (20) calendar days from the date the seniority list was issued, the issued seniority list will be conclusively deemed to be correct.

**Section 9.03 Reduction of Principal and Assistant Principal Positions.** In the event of reduction of principal positions, probationary principals shall be non-renewed before principals with continuing contract rights would be affected. Among principals with continuing contract rights, part-time principals shall be placed on unrequested leave of absence before full-time principals. If two or more principals have the same seniority date, the School Board shall determine which of such principals shall be placed on unrequested leave of absence. In the event of reduction of assistant principal positions, probationary assistant principals shall be non-renewed before assistant principals with continuing contract rights would be affected. Among assistant principals with continuing contract rights, part-time assistant principals shall be placed on unrequested leave of absence before full-time assistant principals. If two or more assistant principals have the same seniority date, the School Board shall determine which of such assistant principals shall be placed on unrequested leave of absence. Unrequested leave and recall to positions shall be governed by provisions of M.S. 122A.40.

## **ARTICLE X GRIEVANCE PROCEDURE**

**Section 10.01 Grievance Definition:** A “grievance” shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

**Section 10.02 Representative:** The principal, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

### **Section 10.03 Definitions and Interpretations:**

**Subd. 1.** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

**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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 10.04 Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. 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 principal and the school district’s designee.

**Section 10.05 Adjustment of Grievance:** The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the superintendent or his/her designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 10.06 School Board Review:** The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve or modify such decision.

**Section 10.07 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 principal may appeal it to the next level.

**Section 10.08 Arbitration Procedures:** In the event that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level II of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the School District and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:

- (1) The issues involved
- (2) Statement of the facts
- (3) Position of the grievant
- (4) The written documents relating to ~~Section 5, Article IX~~, Article X, Section 10.05 of the grievance procedure.



- b. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both 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 denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the PELRA.

**Subd. 7. 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 which 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 which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

**Subd. 8. 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, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XI DURATION AND RENEGOTIATION OF AGREEMENT**

**Section 11.01 Term of Agreement:** This Agreement shall become effective as of July 1, 2014, and shall continue in full force and effect to and including June 30, 2016, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article XI.

**Section 11.02 Effect:** This Agreement constitutes the full and complete contract between the School Board and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 11.03 Termination or Modification:** Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2016, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth specifically all proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

**Section 11.04 Severability:** Any provision of this Agreement which is deemed by a federal or state court or agency to be in violation of any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this Agreement shall be severable, and if any provision hereof or application of any such provision is held to be invalid, it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

The School Board and the Association will meet not later than ten (10) days after such determination for the purpose of renegotiating any affected provision. The School Board reserves the final right to amend any affected provision of this Agreement to the extent necessary to fulfill compliance with federal or state laws, or rules or regulations promulgated thereunder, subject to the arbitration provisions of the grievance procedure.

**Section 11.05 Negotiations During Term:** The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the School Board and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions, except compensation, of this Agreement may be opened for negotiation and modification in writing at any time by mutual consent of the parties.

NORTHFIELD PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO.  
659

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX A

### 2014-16 PRINCIPALS' SALARY FORMULA

<u>Position</u>	<u># Weeks</u>	<u>14-15 Base</u>	<u>15-16 Base</u>
HS Principal	47	\$114,151	\$116,868
MS Principal	47	\$111,963	\$114,628
Elem Principal	47	\$109,811	\$112,425
HS Ass't Principal	43.4	\$98,712	\$101,061
MS Ass't Principal	43.2	\$95,299	\$97,567

Steps for full-time service (prorate for part-time) added to base salary

	<u>2014-15</u>	<u>2015-16</u>
1: 1st Year	\$0	\$0
2. 2 <sup>nd</sup> Year	\$2,167	\$2,167
3. 3 <sup>rd</sup> Year	\$4,334	\$4,334
4. 4 <sup>th</sup> Year and Up	\$6,500	\$6,500

<u>Doctorate Stipend</u>	<u>2014-15</u>	<u>2015-16</u>
	\$5,500	\$5,500

**Draft Work Session Agenda**  
**Northfield Public Schools Facilities and Demographic Study Review**

1. Summary of Demographic Study and Housing Unit Study trends
  - a. Anticipated enrollments for next ten years
  - b. Anticipated housing starts and neighborhood enrollments
2. Summary of Facilities Study Findings
  - a. Building repair and maintenance needs to maintain safety and functionality of current buildings (with cost analysis of identified needs)
  - b. Educational program needs
  - c. Current facilities capabilities to address current and future educational program needs
  - d. Current facilities limitations that prevent meeting quality educational program needs
3. Summary of ATS&R Directions Presentation
  - a. Trends in teaching and learning
  - b. Facilities design approaches that support innovative teaching and learning
4. Key Facilities Questions?
  - a. What are the maintenance and repair priorities required to maintain current building safety and functionality with the projected enrollment?
  - b. Would modifications in the elementary boundaries and enrollment procedures increase the flexibility for meeting program needs in current buildings and what will be the ongoing cost impact?
  - c. Would remodeling or additions to current buildings, repurposing of existing buildings or construction of new buildings enhance the ability and flexibility for Northfield to provide quality educational programs?
  - d. How do we engage staff, parents, students and the community in discussions about the current state and future of our facilities
5. Developing Facilities Priority Options
  - a. Maintenance and repair priority options with anticipated costs?
  - b. Elementary boundary adjustment and enrollment procedure priority options?
  - c. Remodeling, addition, repurposing or construction priority options with anticipated costs?
6. Creating the District Master Facilities Plan

New Teacher Workshop  
August 20-21, 2014

Wednesday, August 20			
Time	Location	Activity	Responsible
8:00	MS Cafeteria	Registration Breakfast with Administration	Mary Hanson Nancy Kluver
8:20	MS Cafeteria	Welcome and Introductions	Mary Hanson
8:55		Break and move to computer lab	
9:05	MS Computer Lab	NPS Mission and Goals	Dr. Richardson
9:50		Short Break	
9:55	Computer Lab	Calendar and Professional Learning Curriculum	Mary Hanson
10:15	Media Center Computer Lab	DCSDC PBIS; Authentic Grading MTSS/RtI; Ready, Set, Go! Day	Rose Turnacliff Becky Gainey Hope Langston Diane Torbenson
11:15	Media Center	Photo Shoot: <i>Northfield News</i>	Mary Hanson Nancy Kluver
11:30	MS Lounge	Lunch	Mary Hanson Nancy Kluver
12:15	MS Classroom	Administrative Services	Matt Hillmann
1:15	MS Classroom	PLCs	Mary Hanson Kate Woodstrup
2:15		Break	
2:30	MS Classroom	District Assessments Viewpoint	Mary Hanson Hope Langston
3:45	MS Classroom	Questions/Reflection on the day	
4:00	Done for the day!!		

New Teacher Workshop  
August 20-21, 2014

Thursday, August 21			
Time	Location	Activity	Responsible
8:00	MS Cafeteria	Breakfast	Mary Hanson Nancy Kluver
8:30	Computer Lab	Technology Session One Skyward	Christine Neset
9:30		Break	
9:45	Computer Lab	Technology Session Two Schoology iPad Pods	Various teachers
11:00	MS Media	NEA and Lunch	NEA: Amy Sieve
12:15	MS Classroom	I Want to Be a Teacher	Kim Slegers
1:45		Break and Travel to schools	
2:00	Various Schools	Meet with your Principal	Principals
4:00	<p style="text-align: center;">Done for the week!! Fall Workshop: August 25-28</p>		

**For Special Education Staff Only:**

CPI Training Date

August 22 8:00-4:00 Initial Course (Bring your own lunch. If the group is small, it may be done early.)

If you have questions or to **register**, please contact Laura Greenlund at 645-3410 or [laura.greenlund@nfld.k12.mn.us](mailto:laura.greenlund@nfld.k12.mn.us)

Fall Workshop: August 25-28, 2014

Welcome to the 2014-15 school year!!

**Monday, August 25:**

7:45-9:45: 2 hours for staff meetings (Building Professional Learning)

9:45-11:45 work time

11:45-12:45 Lunch

12:45-3:45 work time

**Special Ed Staff and Nurses: See attached schedule for additional training places and times.**

**Tuesday, August 26:**

**MS, HS, ALC:**

7:45-9:45 PBIS (District Professional Learning at the buildings)

9:45-11:45 2 hours for building (Building Professional Learning)

11:45-12:45 Lunch

12:45-3:45 work time

**Elementary:**

7:45-9:45 Media Standards; Technology (District Professional Learning at the buildings)

9:45-11:45 2 hours for building (Building Professional Learning)

11:45-12:45 Lunch

12:45-3:45 work time

**OR Ready, Set, Go! Day**

**Wednesday, August 27:**

**Elementary, MS, HS, ALC:**

7:45-9:45: 2 hours for PLCs (District Professional Learning)

9:45-11:45 2 hours for building (Building Professional Learning)

11:45-12:45 Lunch

12:45-3:45 work time

**Special Ed Staff: Meeting with Faribault special education staff in the afternoon. See attached schedule from Cheryl Hall.**

**Thursday, August 28:**

**MS & HS, ALC:**

7:45-9:45: Augmentation and Schoology; Technology (District Professional Learning taking place at the buildings)

9:45-11:45 work time

11:45-12:45 Lunch

12:45-3:45 work time

**Elementary:**

7:45-9:45 Media Standards; Technology (District Professional Learning at the buildings)

9:45-11:45 2 hours for building (Building Professional Learning)

11:45-12:45 Lunch

12:45-3:45 work time

**OR** Ready, Set, Go! Day

**Tuesday or Thursday:** Ready, Set, Go! Day

7:45-11:45 Conferences with families

11:45-12:45 Lunch

12:45-3:45 Conferences with families

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**Special Education teachers and other teacher groups will have additional meetings and trainings scheduled as needed.**

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**Special Education Staff:**

CPI Training

August 20 7:30-11:30 Refresher

August 20 12:00-4:00 Refresher

August 21 7:30-11:30 Refresher

August 21 12:00-4:00 Refresher

August 22 8:00-4:00 Initial Training (Bring your own lunch. If the group is small, this may be done early.)

To register or for questions, contact Laura Greenlund: 645-3410 or

[laura.greenlund@nfl.k12.mn.us](mailto:laura.greenlund@nfl.k12.mn.us)

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**For All Staff:**

Training to comply with the new Anti-bullying legislation: See separate e mails from the District and Infinitac for more information.