BELLE PLAINE EDUCATION SUPPORT PROFESSIONALS

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ISD #716, BELLE PLAINE

2021-2023 AGREEMENT

2021-2022 & 2022-2023 MASTER AGREEMENT
BETWEEN INDEPENDENT SCHOOL DISTRICT 716 AND
THE BELLE PLAINE EDUCATION SUPPORT PROFESSIONALS
BELLE PLAINE, MINNESOTA

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AGREEMENT

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 716, Belle Plaine, Minnesota hereinafter referred to as the School District, and the Belle Plaine Education Support Professionals, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor relations Act of 1971 as amended, hereinafter to as the PELRA, to provide the terms and conditions of employment for the support personnel employees.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Belle Plaine Education Support Professionals as the exclusive representative for the Support Personnel Employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement, the PELRA, and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III
DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purpose of this Agreement, the term Belle Plaine Education Support Professionals employees shall mean all persons in the appropriate unit employed by the School District in such classifications included on Schedule A, attached hereto, excluding the following: confidential employees, and supervisory employees.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative of Independent School District 716.

Section 4. Years of Service: The terms "years of service," when used in this agreement, shall mean years of continuous employment with Independent School District No. 716. An approved leave of absence shall not be deemed to have disrupted the Belle Plaine Education Support Professionals continuous years of service.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive recognizes that the School District is not required to meet and negotiate on matter 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 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitation and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, 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 that are consistent with the terms of this Agreement. Any provision of the 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 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their exclusive representative to the expression or communication or 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 conditions of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form 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 District.

Section 3. 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, pursuant to PELRA. 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 and remit to the exclusive representative within 10 days after each pay period.

Section 4. Personnel Files: Effective July 1, 1995, all evaluations and files wherever generated, relating to each individual support staff shall be available during regular business hours to each individual support staff upon written request. The support staff shall have the right to reproduce any of the contents of the files and to submit for inclusion in the files written information in response to any material contained therein.

A school district may destroy the files as provided by law and shall expunge from the support staff file any material found to be false or inaccurate through the grievance procedure.

Section 5. Exclusive Representative Days: The School District shall grant the Belle Plaine Education Support Professionals a maximum of two district employees up to (2) days per year without pay for exclusive representative business.

ARTICLE VI
HOURS OF SERVICE AND DUTY YEAR

Section 1. Definition - Regular Employee:

Subd. 1. Tier 1 Full-time Employee: An employee who works 40 hours per week and 2080 hours per year.
Subd. 2. Tier 2 Part-time Employee: An employee who works more than 30 hours per week and 1560 hours per year or more.
Subd. 3. Tier 3 Part-Time Employee: An employee who works between 540 - 1559 hours per year.

Section 2. Substitute/Casual Employee: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part time or casual basis.

Section 3. Basic Work Week and Work Year: The regular work week, exclusive of lunch, and regular work year shall be prescribed by the School District each year for all employees. A work week will begin at 12:01 a.m. on Monday through 11:59 p.m. on Sunday.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts determined by the School District.

Section 5. Work Determination: The part-time employee shall be notified of their work schedule prior to their starting date as defined in the School Districts policy and procedure.

Section 6. Work Breaks: All employees shall be provided a minimum of one (1) paid, duty-free fifteen (15) minute break per day.

Section 7. Lunch Period: All employees shall be provided a duty-free lunch period of at least 30 minutes if the employee works at least 5 hours.

Section 8. School Closing: In the event school is closed early for reasons other than snow/cold weather days or E-Learning days, an employee who is scheduled to work shall be compensated for actual hours worked or a minimum of 2 hours, whichever is more.

Subd. 1. Snow/Cold Weather Days and E-Learning Days: Employees who were scheduled to work and required to report to work shall be paid for one (1) (first) snow/cold weather day. All Tier I and Tier II employees who are scheduled to work on a snow/cold weather day and come into work on those days will be entitled to a day off later in the year but must be used before the end of the fiscal year by June 30th. Additional snow/cold weather days or E-Learning Days may be made up before the end of the fiscal year by June 30th. Make-up days must be approved by the building principal.

ARTICLE VII
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021, to June 30, 2023.

Subd. 2. 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 the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. Beginning on July 1, 2006, the regular salary advancement of all employees will occur on July 1 of each year provided the employee has been employed for greater than six (6) months.

Subd. 4. All salary levels and changes in fringes and changes in fringe benefit accrual will be computed from the date of employment during the first of year of employment and July 1 each year thereafter for months actually worked or while on leave of absence according to the terms of article IX that allow for accumulation of seniority.

Subd.5. For 2021-22 only, a $1,500 stipend will be paid to current BPESP members in November 2021.

Section 2. Overtime: Rates of Pay. Work performed in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half times the regular rate (Work performed shall include pre-approved leave, Holidays, Vacation, Personal Days, Etc. Sick time is not considered pre approved.). Overtime accrues after 40 hours have been worked in a week. Compensatory time will not be allowed beginning July 1, 2008.

Section 3. Step Placement on Pay Scale: Placement on the salary scale for a new employee shall be determined by mutual agreement between the individual employee and the Employer on the posted salary steps. The employer shall inform the exclusive representative of the step placement of all new employees. All support personnel employees shall be paid on the steps described in this Agreement for specific positions.

Section 4. Exceeding Contracted Hours. For Tier 2 and Tier 3 employees, any hours that will exceed an employee's contracted/scheduled hours must be approved in advance, in writing. For non-custodial employees, approval must be by the Principal and Superintendent. Custodial employees must be approved by the Facilities Director and Superintendent. Contracted/scheduled hours are indicated on an employee's notice of assignment.

Section 5. Driving District Vehicles: Some positions within the BPESP group will require the driving of district vehicles to transport students. The District will consult with BPESP Union leadership to find members who are willing to drive, however some

positions may require the driving of district vehicles to transport students as a part of their assignment. The following are the parameters for driving a District vehicle:

Subd. 1. The district provides insurance for the vehicles.

Subd. 2. All members with the potential to use the district vehicles will be trained with the cost of training, physicals, etc. to be covered by the district.

Subd.3. Members who will be required to drive a district vehicle will be provided training prior to operating the district vehicle.

Subd. 4. Members who agree or are assigned to drive will split their time between their normal assignment and driving the district vehicle in the time-keeping system. Total hours should not exceed 40 hours per week unless approved by District Administration. During the time they are driving the district vehicle, members will be paid an additional .25 cents per hour for the time they are operating the vehicle. This does not include the time they are performing their normal duties offsite.

Subd. 5. Members who agree to drive the vehicle outside of their assigned duty day for a distance of less than 30 miles from the District Office building will receive a stipend of $25 per day.

Subd. 6. Members who agree to drive the vehicle outside of assigned duty day for a distance of of outside 30 miles from the District Office building will receive a stipend of $50 per day.

Subd. 7. Members who drive for an overnight trip outside of their assigned duty day will receive $100 for each morning they are at the event.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the carrier and policy shall be made by the School District as provided by law. The selected group health and hospitalization insurance plan must be in compliance with the Patient Protection Affordable Care Act (PPACA).

Section 2. Health and Hospitalization Insurance:

Subd.1. Single Coverage: The School District shall contribute a sum equal to that specified in the BPEA Master Agreement for the 2021-2022 and 2022-2023 school years for each Tier 1 employee who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. The district contribution shall first fund the HSA at 0%, 50% or 100% as determined by the employee and then be assessed against the premium cost for the policy. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Tier 2 and Tier 3 Employees refer to Schedule B (2021-2023) for benefit rates.

Subd. 2. Employee plus One Coverage: The School District shall contribute a sum equal to that specified in the BPEA Master Agreement for the 2021-2022 and 2022-2023 school years for each Tier 1 employee who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan for employee plus one coverage. The district contribution shall first fund the HSA at 0%, 50% or 100% as determined by the employee and then be assessed against the premium cost for the policy. Any additional cost of the premium shall be

borne by the employee and paid by payroll deduction. Tier 2 and Tier 3 Employees refer to Schedule B (2021-2023) for benefit rates.

Subd. 3. Dependent Coverage: The School District shall contribute a sum equal to that specified in the BPEA Master Agreement for dependent insurance coverage for the 2021-2022 and 2022-2023 school years for each Tier 1 employee who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. The district contribution shall first fund the HSA at 0%, 50% or 100% as determined by the employee and then be assessed against the premium cost for the policy. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Tier 2 and Tier 3 Employees refer to Schedule B (2021-2023) for benefit rates.

Section 3. Dental, Life, and Long-Term Disability Insurance:
The School District shall pay the individual Dental, Life, and Long-Term Disability premiums as stated in Schedule B. Employees must work a minimum of 15 hours per week to be eligible for insurance benefits.

Section 4. 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 herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment all district contributions shall cease.

Section 6. Eligibility: Benefits provided in this Article are designed for employees employed by the School District who qualify for and are enrolled in the School District group insurance plan(s). Eligibility is subject to any limitations contained in the contract between the Insurance carrier and the School District.

Section 7. Additional Cost: Any additional cost of insurance premiums shall be borne by the employee and paid by payroll deduction.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A Tier 1 Full-Time employee shall earn sick leave at the rate of 8 hours for each month of service in the employ of the School District. Tier 2, 3 employees shall earn sick leave on a pro-rata basis as described in Schedule B herein for each hour actually worked.
Subd. 2. Unused sick leave hours may accumulate to a maximum credit of 750 hours of sick leave for a Tier 1 (Full time) and for Tier 2, 3 regular part-time employees.

Subd. 3. Sick leave with pay shall be allowed when ever an employee's absence is found to have been due to the employee's illness and/or disability/injury which prevented attendance at school and performances of duties on that day or days. The employee may use sick leave for absences due to an illness or disability/injury of the employee's actual or adoptive child for such reasonable periods as the employee's attendance may be on the same terms the employee is able to use sick leave benefits for the employee's own absence.
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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.
Subd. 5. Sick leave allowed shall be deducted from the accrued hours of sick leave earned by the employee.
Subd 6. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.
Subd. 7. Sick Leave Donation. In the event of medical emergency of the employee or a member of their immediate family the employee may request additional days be donated from other staff members. The immediate family shall include spouse or children. In order to access this leave, staff members must have exhausted all of their Sick Leave days, and provide medical documentation from the doctor indicating the employee's or their immediate family member's significant medical condition. This process can only be used for emergency type medical conditions and cannot be accessed for normal medical procedures such as maternity leave, routine surgery, normal recovery from routine medical procedures, etc.

a) Process. If a staff member has a situation that meets the above criteria they will submit a written request with documentation of the medical need from a licensed physician. The BPESP president will meet with the Superintendent, Principal and the Director of Business Services to review the request. Upon approval of the request, the BPESP president will send out a request to BPESP members requesting Sick Leave donations. Once donated, the days will be transferred to the member requesting the days.

Section 2. Worker's Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement: Up to three days leave shall be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances.
Immediate family is defined as the employee's spouse, employees' and/or spouse's child, parent, brother, sister, grandparent, grandchild, and a relative living in the same household as the

employee. One day per year shall be allowed for the death of a relative or close personal friend not included elsewhere in this bereavement leave.

Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this article during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be reemployed in a position for which qualified.

Subd. 6. 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.

Subd 7. Leave under this section shall be without pay or fringe benefits.

Section 5. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay and fringe benefits, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by written doctor's statement outlying the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Family and Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave act, P.L. 103-3, 1993, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first-year care of a child;

(2) the adoption or foster placement of a child;

(3) the serious health condition of an employee's spouse, child or parent, and

(4) the employee's own serious health condition.

Subd. 2. During such leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. The employee may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

Subd. 4. The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Subd. 5. To be eligible for the benefits of this section and insurance contributions, an employee:

1) Must have been employed by the School District for at least 12 months (the 12 months do not have to be consecutive months); and
2) Have worked at least 1,250 hours during the previous 12 months.

Section 7. Jury Duty: An employee who serves on jury duty shall be granted the day or days necessary, as stipulated by the court, to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the school district.

Section 8, Military Leave: Military Leave of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 9. Insurance Application: An employee on unpaid leave of absence is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District monthly premium in advance, except as other wise provided in Section 6, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Worker's Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted.

Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 10. Personal Leave: All Tier III employees will be eligible for two (2)personal days per year without reason. Employees are allowed to carry over up to two (2) personal days to the following contract year with accumulation of up to a max of 5 personal days that can be carried over. Tier I and Tier 2 employees who have personal leave time banked must use those days prior to December 31, 2021 or they will lose their banked days. All personal leave for Tier I and Tier II employees will be zero (0) days on January 1, 2022. Beginning with the 2021-22 contract all personal leave time for Tier I and Tier II has been converted to vacation time. Requests for personal leave must be submitted through the electronic substitute system at least three (3) days in advance and no more than 5% of BPESP members may be on personal leave at any given time.

Section 11. Special Leave of Absence without Pay: Special short or long-term leaves without pay of up to one (1) year in duration may be granted at the discretion of the Employer. Applications for such leaves shall include the proposed period and purpose for leave. Applications for any leave without pay of thirty (30) or more working days in duration must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived due to unusual circumstances.

An employee granted a short term or long-term leave without pay shall remain eligible for all appropriate benefit plans but must pay the entire premium while on leave. Employees on an approved special leave without pay shall maintain their original seniority date but shall not gain credit for advancement on the salary schedule, for vacation time, or for any other provision related to years of service.

Employees on leave without pay shall either notify the Employer of their intent to return to their position or shall resign their position at least two weeks prior to the expiration of the leave.

Section 12. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 13. Eligibility: Full leave benefits provided in this Article shall apply only to regular employees as defined in Article VI subject to schedule B hereof.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays: Holidays shall be observed in accordance with Schedule B of this agreement.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application: In order to be eligible for holiday pay, an employee must have worked a regular workday before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 5. Eligibility: Holiday benefits as defined in this Article shall apply according to Schedule B of this Agreement.

ARTICLE XI
VACATIONS

Section 1. Eligibility: This Article shall apply only to employees who are regularly employed 1560 hours or more per year.

Section 2. Earned Vacations: Earned vacations shall be provided in accordance with Schedule B of this agreement.

Section 3. Application:

Subd. 1. Vacations shall be determined as of the employee's anniversary date of hire during the first year of employment and July 1 each year thereafter.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall be entitled to paid unused vacation days accrued on a pro rata basis. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time. The employee must provide the School District with at least two (2) weeks' advance notice of the resignation time.

Subd. 3. The scheduling of all vacation time shall be determined by the School district.

Subd. 4. Beginning July 1, 2010, vacation earned during the previous year or carried forward from previous years must be used by December 31st of that year or it will be forfeited.

ARTICLE XII
DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD AND REDUCTIONS

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one school year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, in so far 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 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of one calendar year in any such new classification.

During this one calendar year probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Subd. 1. During the probationary period, the new employee will be evaluated by his/her immediate supervisor or designee at least one time during the probationary period.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Subd. 1. After the probationary period, employees will be evaluated by their immediate supervisor formally once every three (3) years and informally each year. This follows the change to the new teacher evaluation system adopted in the 2019-20 school year.

Section 4. Seniority Date: Upon completion of the probationary period as defined in this Agreement, support personnel Employees shall acquire seniority from the first day of actual service. Upon acquiring seniority, the seniority date shall relate back to the first date and time of signature on contract of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the time of signature on contract.

Section 5. Transfers within Classification Units: Employees transferring from one employee group to another within the District without interruption of service will retain all previous earned benefits including years of service credit, previously earned sick leave and accrued vacation benefits. Benefits shall be limited to those benefits applicable to the employee's new position and employee group. An employee changing classification within the unit shall be placed on the same step of the schedule in the new classification as qualified for.

Subd. 1. For experienced district employees who transfer to a different position within the district, the probationary period will be sixty (60) days. These employees are to be evaluated at least one time during the probationary period in the new position by their immediate supervisor or designee to determine continuation in the position.

Section 6. Resignation and Its Effect on Seniority: Employees' resignation will be considered an interruption of service. On re-employment of former employees, the new employment date and time will coincide with the assumption of duties in the present position. This does not apply to authorized leaves of absence.

Section 7. Leaves of Absence and Seniority: Authorized leaves of absence without pay that exceed two (2) weeks in duration will not be used for computation of service time. Exception to this are leaves of absence for military or sick leave. The superintendent may grant computation of service for leaves as required by law.

Section 8. Temporary Employees: Temporary employees do not accrue seniority in their positions. Upon appointment of a temporary employee to a permanent position, an employment date for seniority and length of service will be selected that coincides with the individual's continuous term of service in the position.

Section 9. Reduction in Force: The parties recognized the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff.

Section 10. Performance Review: Evaluations of employees shall be based on objective observation of their work performance. Observations shall be conducted openly and with full knowledge of employees.

Employees shall be given a copy of any evaluation report prepared by an evaluator. Such copy will be provided prior to the conference to discuss it. A mutually agreeable conference date

and time to discuss the report will be scheduled as soon as possible. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy.

ARTICLE XIII
POSTING POSITIONS

Section 1. Posting Positions: There shall be a posting of regular jobs, extra assignments, and job openings for a period of five (5) days. Postings over the summer will be communicated to the BPESP President via email and US Postal Service. District employees may apply and shall be given due consideration for such open position. The senior qualified employee for the positions shall have the first opportunity to apply. Temporary replacements for personnel on leave shall be posted if the superintendent determines such vacancy will be three (3) or more months in duration. Posting of temporary positions may be extended upon mutual consent. Such posting shall include location and work hours normally scheduled for the job.

Section 2. Change in Assignment: Employees shall apply for a change in assignment. Persons with seniority shall be given due consideration. An employee's change of job shall not result in step reduction, as long as the change occurs within the paraprofessional category or within the secretarial and custodial category. Step placement will be determined by the School District in case of job change between the categories.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 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 the party's behalf.

Section 3. Definitions and Interpretations:

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 4. 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 of the first event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School district's designee.

Section 5. Adjustments of Grievance: The School District 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. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give 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 superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I.

If a grievance is properly appealed to the superintendent, the superintendent or 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 designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five 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 district, a committee or representatives 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 district. The School Board shall then render its decision.

Section 6. 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 7. Denial of a 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 8. Arbitration Procedures: In the event that the employee 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 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 the commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request.

Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.
Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person 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 hearing denovo.
Subd. 5. 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 the arbitrator shall be final & binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's shall be based upon 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 that the parties mutually agree are necessary for the conduct of the arbitration. However the party ordering a copy of the transcript shall pay for such a copy.
Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall be included 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 or 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 9. 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 Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Agreement or to enforce the award of an arbitrator.

ARTICLE XV
PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike against the district. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2023, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 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 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. 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.

ARTICLE XVII
MASTER AGREEMENT COPIES

MASTER AGREEMENT COPIES: of this Master Agreement titled "Master Agreement between the Independent School District 716 and the Belle Plaine Education Support Professionals", shall be printed at the expense of the Board within thirty (30) days after the Master Agreement is signed and a copy shall be presented to every member of the Belle Plaine Education Support Professionals now employed by the School District.

Further, the School District shall furnish five (5) copies of the Master Agreement to the exclusive representative for its use.

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

For: Belle Plaine Education Support Professionals

Independent School District No. 716

President

Chair

Secretary

Clerk

Dated this 18th day of Oct, 2021.

Dated this 18th day of Oct, 2021.

SCHEDULE A

Tier 1 and Tier 2
(1,560-2,080 Hours)
Salary Schedule 2021 – 2022

Step	Lead Custodian	LPN	Administrative Assistant	Tier 1 and 2 Custodian	Para	HQ Para	Custodian Shift Diff	Media Tech Para
(1)	20.52	20.36	18.77	18.09	15.92	16.15	0.75	17.11
(2)	21.00	20.84	19.20	18.52	16.30	16.53	0.75	17.65
(3)	21.53	21.35	19.65	18.96	16.67	16.91	0.75	18.19
(4)	22.06	21.86	20.10	19.40	17.04	17.29	0.75	18.73
(5)	22.59	22.37	20.55	19.84	17.41	17.67	0.75	19.27
(6)	23.12	22.88	21.00	20.28	17.78	18.05	0.75	19.81
(7)	23.65	23.39	21.45	20.72	18.15	18.43	0.75	20.35
(8)	24.18	23.90	21.90	21.16	18.52	18.81	0.75	20.89

Tier 1 and Tier 2
(1,560-2,080 Hours)
Salary Schedule 2022 – 2023

Step	Lead Custodian	LPN	Administrative Assistant	Tier 1 and 2 Custodian	Para	HQ Para	Custodian Shift Diff	Media Tech Para
(1)	21.03	20.87	19.24	18.54	16.32	16.55	0.75	17.54
(2)	21.53	21.36	19.68	18.98	16.71	16.94	0.75	18.09
(3)	22.07	21.88	20.14	19.43	17.09	17.33	0.75	18.64
(4)	22.61	22.41	20.60	19.89	17.47	17.72	0.75	19.20
(5)	23.15	22.93	21.06	20.34	17.85	18.11	0.75	19.75
(6)	23.70	23.45	21.53	20.79	18.22	18.50	0.75	20.31
(7)	24.24	23.97	21.99	21.24	18.60	18.89	0.75	20.86
(8)	24.78	24.50	22.45	21.69	18.98	19.28	0.75	21.41

1. Longevity payments will be added to each eligible employee's hourly pay rate. On July 1 of each year, $.60 will be added for those employees beginning their 9th year of employment, $1.20 will be added for employees beginning their 14th year of employment, and $1.80 will be added for employees beginning their 19th year of employment

2. Throughout the duration of the school years, scheduled 2nd shift custodians will be compensated a shift differential of $0.75/hour (regardless of start time).

3. When a boiler license is obtained the rate of pay will be $.10/hr. for 2nd class C and an additional $.20/hr. for first class C.

4. All employees that substitute in the district will be paid at their current rate of pay.

SCHEDULE A

Tier 3
(540-1,559 Hours)
Salary Schedule 2021 – 2022

Step	Lead Custodian	LPN	Administrative Assistant	Tier 3 Custodian	Para	HQ Para	Custodian Shift Diff	Media Tech Para
(1)	20.42	20.36	18.67	17.75	15.82	16.05	0.75	17.01
(2)	20.90	20.84	19.10	18.18	16.20	16.43	0.75	17.55
(3)	21.43	21.35	19.55	18.62	16.57	16.81	0.75	18.09
(4)	21.96	21.86	20.00	19.06	16.94	17.19	0.75	18.63
(5)	22.49	22.37	20.45	19.50	17.31	17.57	0.75	19.17
(6)	23.02	22.88	20.90	19.94	17.68	17.95	0.75	19.71
(7)	23.55	23.39	21.35	20.38	18.05	18.33	0.75	20.25
(8)	24.08	23.90	21.80	20.82	18.42	18.71	0.75	20.79

Tier 3
(540-1,559 Hours)
Salary Schedule 2022 – 2023

Step	Lead Custodian	LPN	Administrative Assistant	Tier 3 Custodian	Para	HQ Para	Custodian Shift Diff	Media Tech Para
(1)	20.93	20.87	19.14	18.19	16.22	16.45	0.75	17.44
(2)	21.42	21.36	19.58	18.63	16.61	16.84	0.75	17.99
(3)	21.97	21.88	20.04	19.09	16.98	17.23	0.75	18.54
(4)	22.51	22.41	20.50	19.54	17.36	17.62	0.75	19.10
(5)	23.05	22.93	20.96	19.99	17.74	18.01	0.75	19.65
(6)	23.60	23.45	21.42	20.44	18.12	18.40	0.75	20.20
(7)	24.14	23.97	21.88	20.89	18.50	18.79	0.75	20.76
(8)	24.68	24.50	22.35	21.34	18.88	19.18	0.75	21.31

1. Longevity payments will be added to each eligible employee's hourly pay rate. On July 1 of each year, $.60 will be added for those employees beginning their 9th year of employment, $1.20 will be added for employees beginning their 14th year of employment, and $1.80 will be added for employees beginning their 19th year of employment

2. Throughout the duration of the school years, scheduled 2nd shift custodians will be compensated a shift differential of $0.75/hour (regardless of start time).

3. When a boiler license is obtained the rate of pay will be $.10/hr. for 2nd class C and an additional $.20/hr. for first class C.

4. All employees that substitute in the district will be paid at their current rate of pay.

Schedule B
Benefits
2021 - 2022

Employee	Tier 1	Tier 2	Tier 3
	(2080 hrs)	(1560 – 2079 hrs)	(540 - 1559 hrs)
Individual Health	Up to $8,186.07	$6,138.66	$5,076.73
Employee plus 1	Up to $13,725.36	$10,294.91	$8,511.05
Family Health	Up to $17,752.76	$13,313.97	$11,005.27
Dental	Full	Pro-rated	At Employee Cost
Life ($50,000)	Full	Full	Full
LTD Based on $50,000	Full	Full	Full
Holidays**	10 Holidays	8 Holidays	5 Holidays
Sick Leave-1 day/month	96 hrs max 750 hrs	.046 x hrs worked max 750 hrs	.046 x hrs worked max 750 hrs
Vacation- During 1st yr	14 hrs each qtr	9 hrs each qtr	NA
-After 1 yr	56 hrs	48 hrs	NA
-After 2 yrs	96 hrs	80 hrs	NA
-After 8 yrs	136 hrs	112 hrs	NA
-After 10 yrs	176 hrs	144 hrs	NA

****Holidays:**

Tier I staff will receive ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and New Year's Eve.

Tier II staff will receive eight (8) paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and New Year's Eve.

Tier III staff will receive five (5) paid holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, and Christmas Day.

Exceptions: Employees hired before 2/1/96 who currently have more benefits than the above will continue to receive those benefits.

Schedule B

Benefits

2022 - 2023

Employee	Tier 1	Tier 2	Tier 3
	(2080 hrs)	(1560 – 2079 hrs)	(540 - 1559 hrs)
Individual Health*	Up to $8,186.07	$6,138.66	$5,076.73
Employee plus 1*	Up to $13,725.36	$10,294.91	$8,511.05
Family Health*	Up to $17,752.76	$13,313.97	$11,005.27
Dental	Full	Pro-rated	At Employee Cost
Life ($50,000)	Full	Full	Full
LTD Based on $50,000	Full	Full	Full
Holidays**	10 Holidays	8 Holidays	5 Holidays
Sick Leave-1 day/month	96 hrs max 750 hrs	.046 x hrs worked max 750 hrs	.046 x hrs worked max 750 hrs
Vacation- During 1st yr	14 hrs each qtr	9 hrs each qtr	NA
-After 1 yr	56 hrs	48 hrs	NA
-After 2 yrs	96 hrs	80 hrs	NA
-After 8 yrs	136 hrs	112 hrs	NA
-After 10 yrs	176 hrs	144 hrs	NA

* Health rates will be updated when new rates are determined for 2022-2023

Holidays:

Tier I staff will receive ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and New Year's Eve.

Tier II staff will receive eight (8) paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and New Year's Eve.

Tier III staff will receive five (5) paid holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, and Christmas Day.

Exceptions: Employees hired before 2/1/96 who currently have more benefits than the above will continue to receive those benefits.

Schedule B - Continued
Benefits
2021-2023

All employees will be eligible for a matched deferred compensation benefit of $500 per year. The District will match the employee's contribution at the time of contribution to a 403b plan selected from the list of District approved plans.
The maximum lifetime contribution by the district per employee is $20,000.