

**2023-2025
MASTER AGREEMENT**

between

**SWWC Certified Staff Association,
Education MN**

and



2023-2025 MASTER AGREEMENT

**between
SWWC Certified Staff Association, Education MN
and
Southwest West Central Service Cooperative (SWWC)**

CONTENTS		Page
ARTICLE I	PURPOSE	4
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III	DEFINITIONS	4
	Terms and Conditions of Employment	4
	Certified Staff	4
	SWWC	4
	Meet and Negotiate	4
	Meet and Confer	4
	Designated Office Location	4
	Other Terms	5
ARTICLE IV	SWWC RIGHTS	5
	Inherent Managerial Rights	5
	Management Responsibilities	5
	Effect of Laws, Rules and Regulations	5
	Reservation of Managerial Rights	5
ARTICLE V	CERTIFIED STAFF RIGHTS	5
	Right to Views	5
	Right to Join	5
	Dues Check-Off	5
	Use of Facilities	6
	Information Sharing	6
	Posting of Openings or New Positions	6
	CSA Executive Committee Establish Goals	6
ARTICLE VI	BASIC SCHEDULES & RATES OF PAY	6
	Basic Compensation	6
	Matching Benefits	7
	Status of Salary Schedules	7
	Placement on Salary Schedule	7
	Pay Deduction	8
	Contract Payments	8
	Compensation Payments	8
	Continuing Education Units (CEU) to Graduate Credit	8
ARTICLE VII	EXTRA COMPENSATION	8
	Special Services	8
	Travel	8
	Professional Memberships/Dues	9
	Reimbursement for Damages	9
	Longevity Pay	9
ARTICLE VIII	GROUP INSURANCE	9
		9
	Insurance	9
		12
	Liability Insurance	14

	Term Life Insurance	14
	Long-Term Disability	14
	Claims against the SWWC	14
	Duration of Insurance Contribution	14
	Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents	14
ARTICLE IX	LEAVES OF ABSENCE	16
	Sick Leave	16
	Personal Leave	17
	Jury Service	17
	Military Leave	17
	Medical Leave	17
	Unpaid Leave of Absence	18
	Unforeseen Circumstance Unpaid Leave of Absence	18
	Unrequested Leave of Absence (ULA)	19
	Insurance Application	21
	Credit	21
ARTICLE X	LENGTH OF THE SCHOOL YEAR	22
	Certified Staff Duty Days	22
	Unavoidable Absence	22
	Modifications in Calendar, Length of School Day	22
ARTICLE XI	SUSPENSION	22
	Without Pay	22
	Notice and Hearing	23
	Effective Date	23
ARTICLE XII	GRIEVANCE PROCEDURE	23
	Grievance Definition	23
	Representative	23
	Definitions and Interpretations	23
	Time and Limitation and Waiver	23
	Adjustment of Grievance	24
	Board of Director's Review	24
	Denial of Grievance	24
	Arbitration Procedures	24
	Election of Remedies and Waiver	25
ARTICLE XIII	DURATION	26
	Terms and Reopening Negotiations	26
	Effect	26
	Finality	26
	Severability	26
APPENDIX A	2023-24 Salary Schedule – 185 days	27
APPENDIX B	2024-25 Salary Schedule – 185 days	28
APPENDIX C	Schedule C	29
MEMORANDUM OF UNDERSTANDING		30-31

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the Southwest West Central Service Cooperative, Marshall, Minnesota, hereinafter referred to as "SWWC" and the SWWC Certified Staff Association, Education MN, hereinafter referred to as the "Association" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Certified Staff during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the SWWC recognizes the Association as the exclusive representative of Certified Staff employed by SWWC, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the Agreement.

Section 2. Appropriate SWWC: The exclusive representative shall represent all the Certified Staff of SWWC as defined in this Agreement and in said Act.

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, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. In the case of Certified Staff the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations. In the case of school employees, "terms and conditions of employment," includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios.

Section 2. Certified Staff/ Certified Staff: The term "Certified Staff" is defined in M.S. 122A.40, Subdivision 1: "A principal, supervisor, and classroom Certified Staff, and any other professional employee required to hold a license from the state department shall be deemed to be a Certified Staff within the meaning of this section. A superintendent is a Certified Staff only for purposes of Subdivisions 3 and 19." This definition applies to the term "Certified Staff" in this Agreement except that the following SWWC employees are excluded for purposes of this Agreement: executive director, special education directors, director of administrative services, director of teaching and learning services, director of risk management, director of finance, manager of operations, manager of information technology, manager of member services, administrator of alternative programs, principals, other project directors/project coordinators as determined by the executive director, persons who devote over 50% of their time to SWWC administrative duties, confidential and essential employees, and such other employees as are excluded by law. The term Certified Staff shall have the same meaning as "Certified Staff" under Minnesota law.

Section 3. SWWC: For purposes of administering this Agreement, the term "SWWC" shall mean the Board of Directors of SWWC or its designated representative.

Section 4. "Meet and Negotiate": Means the performance of the mutual obligations of SWWC

and the Association to meet at reasonable times, with the good faith intent of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession.

Section 5. "Meet and Confer": Means the exchange of views and concerns between SWWC and the Association. Meet and Confer shall occur at least once every four months, or more often upon mutual agreement.

Section 6. "Designated Office Location": Means the location designated as the Certified Staff's office.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA and M.S. 122A.40.

ARTICLE IV **SWWC RIGHTS**

Section 1. Inherent Managerial Rights: The Association recognizes that SWWC 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 SWWC, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the Board of Directors of SWWC to efficiently manage and conduct the operation of SWWC within its legal limitations and with its primary obligation to provide equal educational opportunities for the students of southwest and west central Minnesota.

Section 3. Effect of Laws, Rules, and Regulations: The Association recognizes that all Certified Staff covered by this Agreement shall perform services prescribed by the Board of Directors and shall be governed by the laws of the State of Minnesota, and by the Board of Directors' rules, regulations, directives, and orders, issued by properly designated officials of SWWC.

The Association also recognizes the right, obligation, and duty of the Board of Directors and its duly designated officials to promulgate rules, regulations, directives, and orders as deemed necessary by the Board of Directors insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the Board of Directors, all Certified Staff covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules, and regulations of the State Board of Education, and valid rules, regulations, and orders of state and federal governmental agencies.

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 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 SWWC.

ARTICLE V **CERTIFIED STAFF RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Certified Staff or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the condition of compensation of public employees or their betterment, so long as the same is not intended to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Association; nor shall it be construed to require any Certified Staff to perform labor or services against his/her will.

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

Section 3. Dues Check Off:

Subd. 1. Deduction: Certified Staff shall have the right to request and be allowed dues checkoff for the exclusive representative. SWWC agrees to deduct dues for membership in CSA 4296 for any employee who has authorized such checkoff. Dues deductions will be made in equal amounts each regular salary check of the employee for eight (8) months, beginning in October and ending in June. One week prior to the October 15 payroll cutoff, CSA 4296 shall furnish the business office with a list of the appropriate deductions for each member.

Deductions for Certified Staff employed after the commencement of the school year shall be appropriately prorated to complete payment by the following May. The dues checkoff authorization shall continue in effect until termination of the Certified Staff or of revocation by the Certified Staff. Revocation shall be in writing to CSA 4296 and allowed only during the window provided by Education Minnesota. CSA 4296 will notify SWWC if this window changes from the prior year by June 30. The District shall transmit the dues to CSA 4296 monthly.

Subd. 2. Data: The District shall provide, in electronic form to CSA 4296, the names, addresses, telephone numbers, District email addresses, birthdays (not including the year of birth) full-time equivalency status (FTE), worksite locations, and assignments of all bargaining unit members employed. On request, SWWC shall provide CSA 4296 with a current bargaining unit list. Such requests shall be filled within five (5) workdays.

Section 4. Use of Communications: CSA 4296 shall have the right to post notices of activities and matters of exclusive representative concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 5. Use of Facilities: Duly authorized representatives of the Association shall be permitted to transact Association business in SWWC facilities at all reasonable times that do not interfere with normal work operations. The Association shall have the right to the reasonable use of SWWC facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the current costs of all materials and supplies, including telephone, automobile, and travel costs incident to the use of SWWC equipment. SWWC shall retain the right to approve or deny the use of SWWC facilities.

Section 6. Information Sharing: SWWC agrees to provide upon the request of the Association all information pertaining to its budget, both present and proposed, revenues, and other financing information. The Association shall pay for reproduction costs for materials in excess of one copy each.

Section 7. Posting of Openings or New Positions: All professional openings or new positions and requirements shall be posted on SWWC website for three (3) days before filling said position.

Section 8. CSA Executive Committee Establish Goals: The CSA Executive Committee shall be allowed to meet on a non-student contact day to establish goals which coincide with SWWC goals. The CSA Executive Committee shall present their goals to SWWC Board of Directors.

ARTICLE VI **BASIC SCHEDULES AND RATES OF PAY**

Section 1. Basic Compensation:

Subd. 1. 2023-2024 Rates of Pay: The wages and salaries reflected in Appendix A, attached heretofore, shall be effective only for the 2023-2024 school year and Certified Staff shall advance one increment on the salary schedule.

Subd. 2. 2024-2025 Rates of Pay: The wages and salaries reflected in Appendix B, attached hereto, shall be effective only for the 2024-2025 school year and Certified Staff shall advance one increment on the salary schedule.

Section 2. Matching Benefits: After one year of employment, SWWC will match up to \$2,500 per school year to a Certified Staff's matching benefits. Matching benefits may include a tax-deferred matching contribution plan pursuant to Minn. Stat. 356.24 (2007), as amended, and in accordance with SWWC's 403(b) Plan documents and/or Thrive Flexible Matching program. A Certified Staff must work the equivalent of at least 150 days per fiscal year to be eligible for the Matching Benefits.

Section 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of a Certified Staff's continuing contract. SWWC reserves the right to pay above schedule as it deems appropriate. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a Certified Staff shall be compensated according to the previous year's compensation until such time as a successor agreement is executed.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Certified Staff on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the Certified Staff assignment as determined by SWWC or to an approved program as determined by SWWC.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree submitted for lane changes must be graduate credits with an overall earned grade average of at least "B." A "pass" or "satisfactory" grade shall be deemed to be a "B." (See Section 8.)

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the director and executive director or his/her designee in writing prior to the taking of the course. The executive director may in individual cases approve undergraduate credits or workshops where they have particular merit for the Certified Staff's assignment.

Subd. 4. Effective Date: Individual contracts will be modified to reflect lane changes twice each year.

- a. At the beginning of the contract year, providing a transcript or a grade report of qualified credits is submitted to the executive director's office no later than September 15 of each year. Credits submitted by transcript or grade report after September 15, even though otherwise qualifying shall not be considered until February 15.
- b. Effective February 15 of the contract year, providing a transcript of qualified credits is submitted to the executive director's office no later than February 15. Credits after February 15 shall not be considered until the following contract year.
- c. If a transcript or grade report is not available by September 15 or February 15, other satisfactory evidence of successful completion of the course may be accepted pending receipt of official transcript or grade report; however, any pay adjustment shall not be made until the official transcript or report is made.

Subd. 5. Advanced Degree Program: A Certified Staff shall be paid on the master's degree lane or higher lane only if the degree program is germane to the Certified Staff's assignment as determined by SWWC, and the degree program is approved in writing by the executive director in advance.

Subd. 6. Application: Credits applying to lanes beyond the MA or Specialist degree must be completed after the granting of the MA or Specialist degree or equivalent credits required for licensure. Applicable credits applying to this provision must be earned at an accredited college or university; provided, however, exceptions to this may be made by the executive director. Credits which involve primarily TV viewing, correspondence work, or self-study will be approved only at the discretion of the executive director. (See Section 8.)

Subd. 7. Prior Experience: The initial placement of a Certified Staff on the salary schedule shall be determined by SWWC.

Section 5. Pay Deduction: Whenever pay deduction is made for a Certified Staff's absence, the annual salary divided by the number of duty days shall be deducted for each day's absence.

Section 6. Contract Payments: Contract payments will be made semi-monthly on twelve (12) month basis.

Section 7. Compensation Payments: Salary and/or financial compensation payments shall comply with all terms and conditions of the Master Agreement; the Master Agreement shall be retroactive to July 1, 2023.

Section 8. Continuing Education Units (CEU) to Graduate Credit: CSA Staff will be allowed to convert 45 CEUs to 1 semester graduate credit for lane change utilizing the following criteria:

- The CEU training experience must be pre-approved in writing by the CSA member's director or supervisor.
- Convertible CEUs are those obtained beyond the 125 necessary for re-licensure in the current re- licensure period.

- If there is a registration fee for the CEU experience that takes place during contracted working hours, CSA members must pay for the training themselves.
- Credits earned under this provision may not be used to move between degree levels.
- Training experiences that take place after contracted working hours, whether paid by SWWC or that carry no registration fee, are acceptable if they meet the criteria indicated above.

ARTICLE VII **EXTRA COMPENSATION**

Section 1. Special Services: In the event that special services (e.g., administration of a program or supervision of other staff) are required by a Certified Staff, he/she will have the right to negotiate additional remuneration for those duties and may request the Association to be their spokesperson.

Section 2. Travel: The following shall govern travel by members of the Association on behalf of SWWC.

Subd. 1. Professional Meetings: Travel and other expenses involved in attending professional and other job-related meetings shall be paid at a rate paid to state employees if approval is secured from immediate supervisor. Actual costs of meals shall be paid if part of workshop, convention, or professional meeting.

Subd. 2. Authorized Travel: Authorized travel to be performed by automobile must be done in vehicles owned or leased by SWWC when available.

Subd. 3. Mileage Allowance: Mileage allowance will be paid to each Certified Staff for the actual number of miles driven in an automobile other than those operated by SWWC, in the performance of his/her duties. The distance shall be determined from the Certified Staff's designated office location or residence to destination, whichever is less. Exceptions to this rule may be made by the executive director.

Subd. 4. Mileage Rate: Reimbursements shall be at no less than the rate paid state employees for similar reimbursement.

Subd. 5. Personal Vehicles: No additional reimbursements will be made for any expense incidental to the operation or maintenance of such personal cars, except toll and parking charges. If intermediate or side trips are made, they and reasons thereof shall be shown on the mileage report. The Certified Staff shall share rides whenever feasible.

Subd. 6. Expense Accounts: A Certified Staff who claims reimbursement for expenses incurred in travel must file with the expense account properly executed receipts of transportation, accommodations, and other items of expense, including meals and taxi fare. All receipts must be issued on a regular receipt form or upon the letterhead of the person or firm furnishing the services.

Section 3. Professional Memberships/Dues: Members of the Certified Staff Association who are eligible for benefits shall be allowed up to \$150 per year for professional dues and memberships excluding dues for membership in an organized bargaining group and/or union (Education MN). Memberships shall be by prior approval of the CSA person's director and shall be relevant to his or her professional position. The process for claiming reimbursement shall be per Board policy.

Section 4. Reimbursement for Damages: An employee may request reimbursement for the cost of replacement or repair of personal property damaged or destroyed while the employee is engaged in the performance of his/her assigned duties. The maximum reimbursement is \$500 per incident based on receipts and/or a police report. The incident must also be reported to the director in charge within forty– eight (48) hours. Reimbursement made under this Article is gratuitous and does not indicate that SWWC has accepted liability for the incident.

Section 5. Longevity Pay: To acknowledge the career service, effective July 1, 2022, employees of SWWC within the Certified Staff Association may be eligible for a Longevity Benefit Plan is initiated as follows:

After Year 3	\$500
After Year 7	\$1,000
After Year 11	\$1,500

To be eligible for this benefit, a CSA staff member must have served continuously within the CSA group based on the last date of hire and must be working at a minimum of .75 FTE during that same time period. Years of service shall be years of service in the CSA Group and longevity changes will happen on July 1 in the fiscal year following the employee becoming eligible. The stipend will be distributed across all paychecks. After reaching each longevity step, the stipend would continue until the next level of longevity was achieved.

ARTICLE VIII **GROUP INSURANCE**

Section 1. VEBA and HSA Arrangements

Subd. 1. Renewal of VEBA. Effective July 1, 2023, Employer shall continue to make available a Health Reimbursement Arrangement for Active Employees within the Minnesota Service Cooperatives VEBA Plan and Trust (the “VEBA”) for all eligible employees who enroll in VEBA Plan 2600 Single or 5200 Family or Hybrid Plan 3750 Single, 7500 Family, 5000 Single or 10,000 Family, described in summary and available by request from Human Resources. It is intended that the VEBA constitute a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd. 2. Renewal of of Health Savings Account (“HSA”) Arrangement. Effective July 1, 2023, Employer shall continue to make available an HSA arrangement for all eligible qualified bargaining unit members who exercise their option to enroll in HSA Plan 3750 Single, 7500 Family, 5000 Single or 10,000 Family, described in summary and available from Human Resources. It is intended that the HSA arrangement complies with all requirements of Section 223 of the Internal Revenue Code.

Section 3. Health Plan Fact Sheet. Other terms and conditions, including employer contributions and the payment of administration fees, are addressed in the Health Plan Fact Sheet which is incorporated herein by reference.

Section 4. Married Couples. Certified Staff and their spouses who are both employed by SWWC and qualify for and are enrolled in family coverage under SWWC’s group health and hospitalization plan, SWWC shall contribute the stipulated family contribution amount plus single contribution amount towards family coverage, not to exceed the premium of the family coverage

plan.

Section 5. Liability Insurance: Apart from the fringe benefit package, SWWC will provide liability insurance and worker's compensation insurance for all Certified Staff.

Section 6. Term Life Insurance: Commencing July 1, 1991, or as soon thereafter as is practicable, SWWC shall purchase and pay the premium for a \$50,000 group term life insurance policy for each eligible Certified Staff. Eligibility is defined in Section 2, Subd. 2 above.

Section 7. Long-Term Disability: SWWC shall purchase and pay the premium for long-term disability insurance for each eligible Certified Staff as defined in Section 2, Subd. 2 above.

Section 8. Claims Against the SWWC: It is understood that SWWC's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against SWWC as a result of denial of insurance benefits or coverage of a particular individual by an insurance carrier.

Section 9. Duration of Insurance Contribution: A Certified Staff is eligible for SWWC contribution as provided in this Article as long as the Certified Staff is employed by SWWC. Upon termination of employment, all SWWC contributions shall cease.

Section 10. Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents.

Subd. 1. Coverage and Effective Date. Effective January 1, 2010 (the "Effective Date"), employer shall make available one or more group Medicare supplemental health insurance policies for hospital, medical and prescription drug coverage ("Medicare Supplemental Insurance). The Medicare Supplemental Insurance is described in summary and available by request from SWWC.

Subd. 2. Eligibility. Medicare Supplemental Insurance is only available to former employees and dependents of former employees if the former employee or dependent is (1) eligible for and enrolled in Medicare (including Parts A, B, and D, as may be required by the terms of the supplemental coverage selected by the individual) and is (2) entitled under Minnesota law to continue indefinitely in employer-sponsored group health insurance. For this purpose, a "dependent" has the same meaning as under the employer's group health plan for active employees, and a former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment.

In addition, such former employees and dependents (hereafter, "Eligible Individuals") must fall within one or more of the classifications described below.

a. Voluntary Coverage. The following eligible individuals may voluntarily elect coverage under a Medicare Supplement policy in lieu of other coverage available through the employer:

- (1) Former employees who have not yet attained age 65, but who are entitled to Medicare because of disability;
- (2) Dependents of former employees who are entitled to Medicare because of

disability.

b. Exclusive Coverage Available for Former Employees and Dependents age 65 or older. The Medicare Supplemental Insurance described herein is the sole and exclusive coverage option provided by the Employer for the following individuals:

- (1) Former employees who have attained age 65 or older; and
- (2) Dependents of former employees when both the dependent and the former employee are age 65 or older.

Subd. 3. End-Stage Renal Disease (ESRD). Notwithstanding the forgoing, individuals with ESRD shall not be eligible for Medicare Supplemental Insurance during the first 30 months of the individual's ESRD-based Medicare eligibility or entitlement, unless the individual was entitled to Medicare due to age or disability on a primary basis at the time he or she becomes eligible for ESRD-based Medicare.

Subd. 4. Contributions. Eligible Individuals shall pay 100% of the cost of coverage under the employer's Medicare Supplemental Insurance. Premiums are subject to change on an annual basis. The employer may discontinue coverage if an eligible individual fails to pay the premium when due. In no event shall the employer be responsible for the payment of any penalty or increased premiums as a result of an employee's late enrollment in Medicare.

Subd. 5. No Vested Rights. The benefits described herein will be provided during the term of this collective bargaining agreement ("Agreement"). In no event shall this agreement provide any individual with vested rights to benefits, rights or features under the employer's group health plan or Medicare Supplemental Insurance, nor shall employees who retire during the term of this agreement be provided any such vested rights. Nothing in this agreement requires the employer to maintain a group health plan or a Medicare Supplemental Insurance beyond the term of hereof. If and to the extent that future agreements provide for group health coverage, these agreements may result in changes to the employer's group health plan and Medicare Supplemental Insurance, including but not limited to changes in required contributions, covered procedures, available providers, deductibles, co-pays, or co-insurance. No modification of the terms of this agreement shall be effective unless it is in writing and signed on behalf of the employer and the union. No oral representation concerning the interpretation or effect of this agreement shall be effective to amend the agreement. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law.

ARTICLE IX **LEAVES OF ABSENCE**

Section 1. Sick and Safe Time Leave:

Subd. 1. Sick leave, bereavement leave, personal leave, and unpaid leave benefits provided in this Article shall apply only to Certified Staff working the equivalent of at least 150 days per fiscal year. However, Certified Staff working 75 days or more, but less than 150 days will receive three sick leave days per year with a maximum accumulation maximum accumulation of 60 days. Certified Staff working at least 80 hours per year are entitled to prorated sick leave.

Subd. 2. A Certified Staff shall earn sick leave at the rate of 12 days annually for each year of service in the employ of SWWC. Annual sick leave shall accrue monthly as it is earned from August through May of each year. Twelve days of sick leave credit shall be provided upon beginning employment. Provided, however, that a Certified Staff leaving SWWC having used more sick leave days than accrued, shall have such excess amount used deducted from his/her final paycheck. If SWWC reduces a Certified Staff to less than 150 days, the Certified Staff retains their accrued sick leave. If a Certified Staff voluntarily requests a reduction less than 150 days, the Certified Staff gives up their accrued sick leave.

Subd. 3. Unused sick leave days may accumulate to a maximum of 120 days of sick leave per Certified Staff.

Subd. 4. Sick and safe time leave with pay shall be allowed whenever a Certified Staff's absence is due to personal illness and/or disability that prevented his/her attendance at work and performance of duties on that day or days, or when a Certified Staff's absence is due to the reasons contained in Minnesota Statute 181.9447, Subd. 1 including the personal illness and/or disability of a Family Member as defined below:

Family Member is defined as an employee's:

- (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
- (ii) spouse or registered domestic partner;
- (iii) sibling, stepsibling, or foster sibling;
- (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- (v) grandchild, foster grandchild, or step grandchild;
- (vi) grandparent or step grandparent;
- (vii) a child of a sibling of the employee;
- (viii) a sibling of the parents of the employee; or
- (ix) a child-in-law or sibling-in-law;
- (x) any of the family members listed above of a spouse or registered domestic partner;
- (xi) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- (xii) up to one individual annually designated by the employee.

An employee may use accrued earned sick and safe time for:

(1) an employee's:

- (i) mental or physical illness, injury, or other health condition;
- (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (iii) need for preventive medical or health care;

- (2) care of a family member:
- (i) with a mental or physical illness, injury, or other health condition;
 - (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - (iii) who needs preventive medical or health care;
- (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
- (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - (ii) obtain services from a victim services organization;
 - (iii) obtain psychological or other counseling;
 - (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- (4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this section, a public emergency shall include a declared emergency as defined in Minnesota Statutes [12.03](#) or a declared local emergency under Minnesota Statutes [12.29](#).

This section applies only to sick leave benefits payable to the employee from the employer's general assets. If the reason for family leave is occasioned by pregnancy, a Certified Staff may utilize sick leave pursuant to sick leave provisions of the Agreement during a period of physical disability. However, Certified Staff shall not be eligible for sick leave during a period of time covered by family leave. A pregnant Certified Staff will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 5. SWWC may require a Certified Staff to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to personal

illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a Certified Staff for sick leave is reserved to SWWC. In the event that a medical certificate will be required, the employee will be so advised within a reasonable time.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the Certified Staff.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form available from SWWC.

Subd. 8. Worker's Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of SWWC and collecting worker's compensation insurance, may draw sick leave and receive full salary from SWWC if the employee turns insurance payments received for lost time over to SWWC or the employee may keep the insurance payments received for lost time and his/her salary will be reduced by that amount and only that fraction of the days not covered by the insurance will be deducted from his/her accrued sick leave.

Subd. 9. Bereavement: Up to five days leave per circumstance shall be allowed, the days to be deducted from sick leave, for death in the Certified Staff's immediate family. The specific amount of leave allowed is subject to the discretion of the executive director depending upon the circumstances.

Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, spouse's parent, grandparent, or other relative living in the same household as the employee.

It is recognized that in some unique circumstances, other situations may be considered for bereavement leave. Under these special circumstances, a request may be made to the executive director for bereavement leave consideration only after personal leave has been exhausted. Each of these circumstances will be handled on a case-by-case basis with the decision by the executive director being final.

Section 2. Personal Leave:

Subd. 1. A Certified Staff may be granted a leave at the discretion of the employee of no more than three days per year for situations that arise requiring the Certified Staff's personal attention.

Subd. 2. Requests for personal leave must be made in writing to the executive director or his/her designee at least three days in advance, except in the event of emergencies.

Subd. 3. Any personal leave day requested for the day preceding or the day following holidays or vacations, scheduled in-service days, and the first two weeks and last two weeks of the work year unless students are not in school may be granted at the discretion of SWWC.

Subd. 4. No more than two (2) Certified Staff may be gone from the same SWWC location/site on the same day for personal leave, unless granted at the discretion of SWWC.

Subd. 5. Unused personal leave: will be added to the employee's final paycheck at their

daily rate of pay.

Section 3. Injury Leave: If an employee is physically harmed by a student and unable to work as a result, the employee shall be provided up to three (3) days of paid leave (not deducted from any other accumulated leave). SWWC will require a medical certificate from a qualified physician documenting the physical injury and the inability to report to work during this three (3) day period.

Section 4. Jury Service: If a Certified Staff is summoned for jury duty, he or she shall inform the proper officials, by letter, of the necessity for continued professional service insofar as qualified substitute Certified Staff are not available; shall reimburse SWWC any per diem received for such jury services; and shall make every effort to obtain a deferment of jury service until such time as school is not in session. A copy of said letter shall be filed with the executive director.

In the event such deferment is not granted, the Certified Staff shall be placed on paid jury leave for the duration of the required jury service and shall reimburse SWWC any per diem received for such jury service. The continuing contract shall remain in effect and the Certified Staff shall retain all seniority, salary, and fringe benefits accrued prior to the leave, except that jury leave time for probationary Certified Staff shall not be counted in determining the completion of the probationary period.

Section 5. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 6. Medical Leave:

Subd. 1. A continuing contract Certified Staff who is unable to work because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. SWWC may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a doctor's written statement.

Subd. 2. A Certified Staff making application for family leave shall inform the executive director 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 the family leave is occasioned by pregnancy, the Certified Staff shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. SWWC may adjust the proposed beginning or ending date of a family leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a family leave, the Board of Directors shall not, in any event, be required to:

- a. Grant any leave more than six (6) months in duration.
- b. Permit the Certified Staff to return to his or her employment prior to the date designated in the request for family leave.

Subd. 6. At the end of the family leave, a Certified Staff shall be re-employed in a position

which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the Certified Staff to return pursuant to the date determined under this Section shall constitute grounds for termination unless SWWC and the Certified Staff mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for Certified Staff as set forth in Minnesota Statutes are intended to be periods of actual service enabling SWWC to have opportunity to evaluate a Certified Staff's performance. The parties agree, therefore, that periods of time for which the Certified Staff is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A Certified Staff who returns from family 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 beginning of the leave.

Subd. 10. A Certified Staff on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except as otherwise provided by the Federal Family and Medical Leave Act (P.L. 103-3) for such programs as the Certified Staff wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance programs, however, will terminate if the Certified Staff does not return to SWWC pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits, except as provided by the Family Medical Leave Act).

Subd. 12. Family Medical Leave Act (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 7. Unpaid Leave of Absence: Upon request to SWWC Board or its designated representative, a Certified Staff may be granted a leave of absence for a period not exceeding two (2) contract years. A leave of absence may be granted for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, study for an advanced degree, military service, temporary work or teaching experience that enhances professional abilities, or travel with a general educational purpose not necessarily directly related to the Certified Staff's specific field of study. Such leave of absence as stated shall be without compensation or expense allowance from SWWC funds. Leave granted under this Section shall be at SWWC's discretion and shall not be deemed to alter Certified Staff' rights under other provisions of this contract.

Section 8. Unforeseen Circumstance Unpaid Leave of Absence: A Certified Staff may request and be granted an unpaid unforeseen circumstance leave of absence, at the sole discretion of the Executive Director, for a period not to exceed thirty (30) calendar days. Such leave of absence shall be made in writing stating the reason that is requiring the Certified Staff's personal attention which cannot be attended to during normal contract time and which are not covered by other provisions of this Agreement.

Section 9. Unrequested Leave of Absence (ULA):

Subd. 1. Purpose: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested

leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 2. Definitions:

- a. "Certified Staff" means a member of the appropriate bargaining Service Cooperative as defined in this Agreement.
- b. "Qualified" - A Certified Staff is "qualified" in a subject matter in which the Certified Staff is currently teaching as a member of SWWC staff or was teaching at the time that the Certified Staff was placed on unrequested leave.
- c. "Subject matter" means an area in which a Certified Staff is licensed.
- d. "Seniority" applies only to Tier 3 and Tier 4 qualified Certified Staff and means the number of days of continuous teaching service to SWWC commencing with the Certified Staff's first day of actual service, with a full-time Certified Staff being any Certified Staff working the equivalent of 180 full workdays per year. Probationary Certified Staff, and those Certified Staff who are acting incumbents for Certified Staff on authorized military, or other similar leaves of absence, shall not have the protection of this unrequested leave policy. Certified Staff teaching less than a 180-day contract year on a full-time basis or less than a full contract day on any basis shall accrue seniority from the first day of employment in their existing assignments and shall not be able to displace less senior Certified Staff in full-time assignments or claim vacant full-time positions. Starting in 2024-25, Certified Staff who transfer assignments within the bargaining unit retain their seniority dating back to their first date of actual service with SWWC while also building seniority within the new assignment.

In determining the length of seniority, a Certified Staff whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, or this lay-off policy, whose employment was subsequently reinstated, by action of SWWC and the Certified Staff, without interruption of regular service, shall retain the Certified Staff's seniority.

Subd. 3. If SWWC is, in its judgment, encountering difficulty in selling the time of a "continuing contract" Certified Staff, it may discontinue said Certified Staff's position and place said Certified Staff on ULA at the end of the contract year without regard to said Certified Staff's seniority status. SWWC shall give the Certified Staff written notice of its intention to propose the Certified Staff for ULA and the Certified Staff shall have fourteen (14) days after the receipt of the notice to request a hearing before the Board. Failure to request a hearing shall be deemed acquiescence to the termination. The Board's decision shall be delivered to the Certified Staff prior to June 1 of the contract year.

Subd. 4. If a Certified Staff's position is discontinued for reasons other than SWWC's inability to sell said Certified Staff's time, SWWC may place such Certified Staff on unrequested leave of absence for a period not to exceed five (5) calendar years from the time such leave is commenced. The leave shall be without pay or fringe benefits.

- a. Certified Staff to be placed or who may be placed on unrequested leave of absence shall be entitled to the notice and hearing rights specified in M.S. 122A.40.

- b. Certified Staff placed on unrequested leave shall be done in inverse order of seniority in the subject matter in which the Certified Staff is qualified. No Certified Staff shall be placed on unrequested leave if there is any other qualified Certified Staff with less seniority in the same subject matter category.
- c. In the event of a staff reduction affecting Certified Staff whose first day of employment commenced on the same date, the selection of Certified Staff for purposes of discontinuance shall be at the discretion of SWWC based upon the following criteria:
 - 1) first day of employment by SWWC;
 - 2) prior experience as allowed upon initial placement on the salary schedule;
 - 3) credits allowed on initial placement on the salary schedule as well as all subsequently earned and approved credits;
 - 4) date of contract signature.
- d. Any Certified Staff placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave if the Certified Staff is reinstated.

Subd. 5. Reinstatement:

- a. No new Certified Staff shall be employed by SWWC while any qualified Certified Staff in the same subject matter is on unrequested leave of absence. Certified Staff placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in SWWC covered by this Agreement for which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which Certified Staff were placed on unrequested leave. Provided, however, a Certified Staff placed on ULA pursuant to the provisions of Subd. 3 above shall not be entitled to reinstatement to a position for which the Certified Staff is qualified until said Certified Staff can provide evidence satisfactory to SWWC that sufficient interest has been shown in that Certified Staff's services by member schools to warrant reinstatement.
- b. When placed on unrequested leave, a Certified Staff shall file his name and address with SWWC personnel office to which any notice of reinstatement or availability of position shall be mailed. Notice of any applicable vacancies shall be given a Certified Staff on unrequested leave by certified mail to such Certified Staff's last known address and it shall be the responsibility of any Certified Staff on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a Certified Staff on unrequested leave shall not be the responsibility of SWWC if the notice has been mailed as provided herein.
- c. If a position becomes available for a qualified Certified Staff on unrequested leave, SWWC shall mail the notice to such Certified Staff who shall have fifteen (15) days from the date of such notice to accept reemployment. Failure to reply in writing within such fifteen (15) day period shall constitute a waiver on the part of any Certified Staff to any further rights of employment or reinstatement and shall forfeit

any future reinstatement or employment rights.

- d. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified Certified Staff.

Subd. 6. Establishment of Seniority List:

- a. SWWC shall each year cause a seniority list (by name, amount of seniority, and qualification in certified areas) to be prepared from its records. It shall thereupon post such list on SWWC Intranet with a copy to the President of the Association.
- b. Any person whose name appears on such list and who may disagree with the findings of SWWC and the order of seniority in said list shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and request for seniority change to SWWC.
- c. Within twenty (20) days thereafter, SWWC shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes. A final seniority list shall thereupon be prepared by SWWC, which list as revised shall be binding on SWWC and the Certified Staff. Each year thereafter SWWC shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 7. Effect: This Section 7 shall be effective at the beginning date of this Agreement and shall govern all unrequested leaves until a new Agreement between SWWC and the Association is signed and ratified. Licensed employees of SWWC who are not members of the bargaining Service Cooperative shall be entitled to claim positions within the bargaining Service Cooperative if their positions are discontinued but members of the bargaining Service Cooperative are not entitled to claim a position other than in an area where the Certified Staff is currently teaching at the time the Certified Staff was placed on ULA.

Subd. 8. In any year in which a reduction of teaching staff is occurring and the SWWC is placing Certified Staff on unrequested leave of absence, only those certificates or licenses actually received by the executive director's office for filing as of January 15 of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A certificate filed after January 15 shall be considered for purposes of recall, but not to the current reduction.

Subd. 9. SWWC retains the right to assign Certified Staff to positions for which they are licensed. SWWC shall not be required to transfer a more senior Certified Staff to an assignment requiring different licensure in order to accommodate the seniority claim of a Certified Staff proposed for unrequested leave of absence or possessing rights to recall.

Section 10. Insurance Application: A Certified Staff on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Certified Staff shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay SWWC the monthly premium in advance.

Section 11. Credit: A Certified Staff who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. Credit shall normally not accrue for the period of time that a Certified Staff was on unpaid leave. However, experience credit should be granted for temporary work or teaching experience that enhances professional abilities or is germane to a Certified Staff's work assignment.

ARTICLE X
LENGTH OF THE SCHOOL YEAR, DUTY DAYS/WEEK, PREPARATION TIME

Section 1. Work Week: The basic work week shall be forty (40) hours Monday through Friday, for regular full-time Certified Staff as scheduled by SWWC.

Section 2. Certified Staff Duty Days:

Subd. 1. Pursuant to M.S. 120A.40, the Board of Directors shall establish as early as possible the number of Certified Staff duty days for the next school year and the Certified Staff shall perform services on those days as determined by SWWC.

Subd. 2. A normal work year shall consist of 185 days, of which up to 175 days will be reserved for student contact/school district service days; 1 day at the beginning of the year and 1 day at the end of the year are reserved for Certified Staff workdays as identified by the SWWC calendar.

Subd. 3. Certified Staff may be contracted for additional workdays by mutual agreement between SWWC and the Certified Staff.

Subd. 4. Nothing contained herein shall restrict SWWC from employing Certified Staff for a portion of the regular workday or work year.

Subd. 5. Effective July 1, 2014, the following language will be added to Section 1. CSA staff that have continuing contract rights to days above 185 days will retain rights to these days, unless such days are reduced in accordance with the negotiated lay-off process established in this Agreement.

Subd. 6. Basic Day: The Certified Staff's basic day shall be eight (8) hours, inclusive of lunch. The basic day for Certified Staff who have classroom instructional activities shall consist of no more than six (6) hours of student contact time.

Section 2. Unavoidable Absence: In the event of a Certified Staff duty day lost for any emergency not addressed elsewhere in this Agreement, the Certified Staff shall perform duties on that day or such other day in lieu thereof as SWWC, or its designee, shall determine.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, SWWC reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the Certified Staff shall perform duties on such other day(s) in lieu thereof as the board of directors or its designated representative shall determine if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, SWWC

further reserves the right to modify the length of the duty day or duty week, as SWWC shall determine, but with the understanding that the total number of hours shall not be increased, i.e., four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the duty day or duty week, pursuant to Subd. 2 hereof or scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, SWWC shall afford the Association the opportunity to meet and confer on such matters.

Subd. 4. E-Learning Days. SWWC may, from time-to-time, declare E-Learning Days during which time Certified Staff are expected to work their normal schedule and perform work duties remotely, in accordance with Minnesota Statute 120A.414.

Section 5. Building Hours: The specific hours at any Educational Learning Center, Alternative Learning Center or Service Cooperative Office may vary according to the needs of SWWC. The specific hours for itinerant staff will be designated by SWWC.

Section 6. Preparation Time

Subd. 1. Preparation Time – Classroom Certified Staff: For 2023-24, there will be a minimum of 30 minutes of preparation time during the student day, which will be used for preparation and materials development. For 2024-25, there will be a minimum of 45 minutes of preparation time during the student day.

Part-time classroom Certified Staff may be assigned preparation time on a pro-rata basis if they are involved in the development of learning materials, as well as the day-to-day preparation for instruction. Alternate plans may be utilized, as agreed upon by management and the union.

Subd 2. Professional Time – Classroom Certified Staff: Certified Staff will have 60 minutes of professional time before and after the student day. Professional time is used to conduct professional business inclusive of collaborating/meeting with other staff, administrators, parents, etc., attendance at various Service Cooperative scheduled meetings, and IEP/due process time. The administrator of the building, along with input from the classroom Certified Staff, will determine when professional time will be scheduled during the duty day.

Subd. 3. Preparation Time and Professional Time – Non-classroom Certified Staff: Certified Staff that do not have classroom instructional responsibilities shall have three hundred sixty (360) minutes of preparation time averaged during a normal work week, which will be used for preparation and material use development. This does not include driving time.

The scheduling of preparation time, professional time and service delivery time will be determined by the direct supervisor, in collaboration with the non-classroom Certified Staff.

Subd. 4. Additional Due Process Preparation Time: In collaboration with the direct

supervisor, a Certified Staff may be granted time during the workday to complete the due process paperwork, including assessments, that is due within a short amount of time or due to an increase in caseload.

Subd. 5. Reimbursement for Lost Prep Time: Certified Staff who are required to work during their prep time will be paid for the loss of prep time at their hourly rate of pay.

Section 7. Additional Activities: On occasion, SWWC may schedule activities beyond the Certified Staff's basic day. Certified Staff shall be required to participate in these activities. ~~When this~~ occurs, staff may be able to flex time on a different contracted day that is agreed upon in conjunction with their supervisor.

ARTICLE XI **SUSPENSION**

Section 1. Without Pay: A Certified Staff may be suspended without pay for the following reasons:

- a. inefficiency;
- b. neglect of duty or persistent violation of school laws, rules, regulations or directives;
- c. conduct unbecoming a Certified Staff which materially impairs his educational effectiveness;
- d. other good and sufficient grounds.

Any such suspension is subject to the grievance procedure.

Section 2. Notice and Hearing: Suspension shall take effect upon written notification from the executive director to the Certified Staff, stating the grounds for suspension together with a statement that the Certified Staff may make a written request for a hearing before the Board to review the suspension within ten (10) days after receipt of such notification. If no hearing is requested within such ten (10) day period, it shall be deemed acquiescence by the Certified Staff to the suspension. If after a hearing before the Board the suspension is reversed and set aside, the Certified Staff shall be reinstated and compensated for salary loss during the period of suspension. However, should the decision of the Board, after said hearing, be to uphold the suspension, the Certified Staff shall have the right to invoke the grievance procedures set forth in the agreement at the arbitration level provided written notification requesting arbitration is received by the Board or executive director within ten (10) days after receipt of the Board's decision following the hearing.

Section 3. Effective Date: The suspension shall take effect upon receipt by the Certified Staff of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the Board, but not to exceed a period of thirty (30) teaching days.

ARTICLE XII **GRIEVANCE PROCEDURE**

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

Section 2. Representative: The Certified Staff, administrator, or SWWC 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 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 weekdays not designated 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 sent by certified mail within the time period.

Section 4. Time and Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to SWWC designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-five (25) 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 hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Certified Staff and SWWC' designee.

Section 5. Adjustment of Grievance: SWWC and the Certified Staff shall attempt to adjust all grievances which may arise during the course of employment of any Certified Staff within SWWC in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, SWWC's designee shall give a written decision on the grievance to the parties involved within ten (10) 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 executive director, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the executive director, the executive director or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the executive director 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 Board of Directors, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly

appealed to the Board of Directors, the Board of Directors shall set a time to hear the grievance within twenty (20) days after the meeting, the Board of Directors shall issue its decision in writing to the parties involved. At the option of the Board of Directors, a committee or representative(s) of the Board of Directors may be designated by the Board of Directors to hear the appeal at this level, and report its findings and recommendations to the Board of Directors. The Board of Directors shall then render its decision.

Section 6. Board of Director's Review: The Board of Directors reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board of Directors or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board of Directors reviews a grievance under this section, the Board of Directors reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the Board of Directors or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Certified Staff may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Certified Staff and the Board of Directors 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 Executive Director within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions unless parties mutually agree to accelerate procedure through bypassing step or steps.

Subd. 3. Mediation: In the event that the parties are unable to resolve a grievance, the parties may jointly agree to participate in mediation through the Bureau of Mediation Services (BMS). A joint request for mediation shall be submitted to the BMS to assign a mediator.

Subd. 4. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement of an arbitrator is reached, the Association may request the Bureau of Mediation Services (BMS) to furnish a list of arbitrators in accordance with their procedures. The Association's failure to request a list of arbitrators within twenty (20) days after a failure to mutually agree on a single arbitrator shall constitute a waiver of the grievance. Within twenty (20) days after receipt of the list of arbitrators, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking shall be determined by lot.

Subd. 5. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the executive director, the submission of the grievance which shall include the following:

- 1) the issues involved;
 - 2) statement of facts;
 - 3) position of grievance;
 - 4) the written documents relating to Section 5, Article XII of the grievance procedure.
- b. SWWC shall make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the grievant.

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 de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 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 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 SWWC efficiently to 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,

or 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 form 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 shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

Nothing in this section shall abridge the right of an employee to elect either the grievance procedure or court action, except that once court action is elected, the grievance procedure may not be elected or continued on the same basis.

ARTICLE XIII **DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of execution through June 30, 2025 and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Certified Staff shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the Association desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than March 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between SWWC and the Association. This Agreement supersedes all prior Agreements, resolutions, practices, policies, rules, and regulations that are inconsistent with it. However, this Agreement does not oblige SWWC to continue or change any current or past practices, and it does not prohibit SWWC from exercising all management rights and prerogatives, unless they are in express violation of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not, except by mutual agreement, be open for negotiation during the term of this Agreement.

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



2023-24 SALARY SCHEDULE (185-Day Contract)

BA LEVEL

<u>STEP</u>	<u>BA</u>	<u>10 BA</u>	<u>20 BA</u>	<u>30 BA</u>
3	48,782	49,868	50,955	52,042
4	49,868	50,955	52,042	53,129
5	50,955	52,042	53,129	54,215
6	52,042	53,129	54,215	55,302
7	53,129	54,215	55,302	56,389
8	54,215	55,302	56,389	57,476
9	55,302	56,389	57,476	58,562
10	56,389	57,476	58,562	59,649
11	57,476	58,562	59,649	60,736
12	58,562	59,649	60,736	61,823
13	59,649	60,736	61,823	62,909
14	60,736	61,823	62,909	63,996
15	61,823	62,909	63,996	65,083
16	62,909	63,996	65,083	66,170
17	63,996	65,083	66,170	67,256
18	65,083	66,170	67,256	68,343

MA LEVEL

<u>STEP</u>	<u>MA</u>	<u>10 MA</u>	<u>20 MA</u>	<u>SPECIALIST</u> <u>30 MA</u>	<u>40 MA</u>	<u>50 MA</u>	<u>PHD</u>
3	58,174	59,701	61,227	62,754	64,281	65,807	67,334
4	59,701	61,227	62,754	64,281	65,807	67,334	68,861
5	61,227	62,754	64,281	65,807	67,334	68,861	70,387
6	62,754	64,281	65,807	67,334	68,861	70,387	71,914
7	64,281	65,807	67,334	68,861	70,387	71,914	73,440
8	65,807	67,334	68,861	70,387	71,914	73,440	74,967
9	67,334	68,861	70,387	71,914	73,440	74,967	76,494
10	68,861	70,387	71,914	73,440	74,967	76,494	78,020
11	70,387	71,914	73,440	74,967	76,494	78,020	79,547
12	71,914	73,440	74,967	76,494	78,020	79,547	81,074
13	73,440	74,967	76,494	78,020	79,547	81,074	82,600
14	74,967	76,494	78,020	79,547	81,074	82,600	84,127
15	76,494	78,020	79,547	81,074	82,600	84,127	85,653
16	78,020	79,547	81,074	82,600	84,127	85,653	87,180
17	79,547	81,074	82,600	84,127	85,653	87,180	88,707
18	81,074	82,600	84,127	85,653	87,180	88,707	90,233

(Lane credits are SEMESTER hours since degree.)



**2024-25 SALARY SCHEDULE
(185-Day Contract)**

BA LEVEL

<u>STEP</u>	<u>BA</u>	<u>10 BA</u>	<u>20 BA</u>	<u>30 BA</u>
3	50,855	51,987	53,121	54,254
4	51,987	53,121	54,254	55,387
5	53,121	54,254	55,387	56,519
6	54,254	55,387	56,519	57,652
7	55,387	56,519	57,652	58,786
8	56,519	57,652	58,786	59,919
9	57,652	58,786	59,919	61,051
10	58,786	59,919	61,051	62,184
11	59,919	61,051	62,184	63,317
12	61,051	62,184	63,317	64,450
13	62,184	63,317	64,450	65,583
14	63,317	64,450	65,583	66,716
15	64,450	65,583	66,716	67,849
16	65,583	66,716	67,849	68,982
17	66,716	67,849	68,982	70,114
18	67,849	68,982	70,114	71,248

MA LEVEL

<u>STEP</u>	<u>MA</u>	<u>10 MA</u>	<u>20 MA</u>	<u>SPECIALIST</u> <u>30 MA</u>	<u>40 MA</u>	<u>50 MA</u>	<u>PHD</u>
3	60,646	62,238	63,829	65,421	67,013	68,604	70,196
4	62,238	63,829	65,421	67,013	68,604	70,196	71,788
5	63,829	65,421	67,013	68,604	70,196	71,788	73,378
6	65,421	67,013	68,604	70,196	71,788	73,378	74,970
7	67,013	68,604	70,196	71,788	73,378	74,970	76,561
8	68,604	70,196	71,788	73,378	74,970	76,561	78,153
9	70,196	71,788	73,378	74,970	76,561	78,153	79,745
10	71,788	73,378	74,970	76,561	78,153	79,745	81,336
11	73,378	74,970	76,561	78,153	79,745	81,336	82,928
12	74,970	76,561	78,153	79,745	81,336	82,928	84,520
13	76,561	78,153	79,745	81,336	82,928	84,520	86,111
14	78,153	79,745	81,336	82,928	84,520	86,111	87,702
15	79,745	81,336	82,928	84,520	86,111	87,702	89,293
16	81,336	82,928	84,520	86,111	87,702	89,293	90,885
17	82,928	84,520	86,111	87,702	89,293	90,885	92,477
18	84,520	86,111	87,702	89,293	90,885	92,477	94,068

Schedule C	
Type	Amount/Language
Additional Assignment	If a certified staff member and direct supervisor mutually agree upon an additional assignment for the certified staff, Administration will determine a set stipend to be paid based on the amount of time needed and the staff member's current rate of pay. Not considered part of a Certified Staff's continuing contract.
Signing Bonus	If SWWC determines a position as hard to fill, Administration may offer a signing bonus to those who are hired up to \$3,000
Fieldwork or Student Certified Staff Supervision Stipend	\$300 per student Certified Staff of fieldwork placement
Departmental Lead Stipend	\$2,000
Mentor Stipend	\$500 for one mentee. If designated to mentor two or more mentees, mentor shall be paid an additional \$250 for each additional mentee.
Employee Referral Incentive	A referral incentive will be provided to employees that refer a new staff member to SWWC. A \$100 incentive shall be paid on the new employee's start date and another \$100 will be paid on the new employee's 1-year anniversary date. If the new hire notes a referral from two or more SWWC employees, the stipend would be split between the referring SWWC employees.
Continuing Education Committee Chair	\$1,500
RCE ESS	\$6,500 or as determined annually by the RCE grant
Credit Recovery Summer/Night School	Certified Staff Daily Rate of Pay
MA Billing	Certified staff that have the appropriate licensure and position that requires MA billing (SLP's, OT's and PT's) will receive a \$1,500 stipend for 2023-24 and \$2,000 for 2024-25 that will be divided out across 24 pay periods.
Administrative Licensure	\$1,000 annual stipend for Certified Staff that have completed their administrative program and obtained their licensure as either a Principal or Director of Special Education.

SWWC CERTIFIED STAFF ASSOCIATION

Wilson Hoffmann
President

Colleen Weis
Colleen Weis (Apr 26, 2024 09:21 CDT)
Chief Negotiator

4/26/2024
Date

SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE

Matt Coleman
Chair

Stephen P Schnieder
Clerk

4/24/2024
Date

MEMORANDUM OF UNDERSTANDING

WHEREAS, there is in existence a Collective Bargaining Agreement between Southwest West Central Service Cooperative Administration, (hereinafter "SWWC") and the Southwest West Central Service Cooperative Certified Staff Association, Education Minnesota, (hereinafter "CSA") the current of which covers July 1, 2023 through June 30, 2025. This Memorandum of Understanding will start July 1, 2024 and go through July 30, 2025.

WHEREAS, the parties have reached agreements regarding the formation of a temporary committee, and amendments to a portion of the Collective Bargaining Agreement related to overload.

THEREFORE, SWWC and CSA desire to memorialize the following:

- A. An overload assignment is defined as:
 1. Covering for an ELC or ALC Certified Staff during the academic school day when a substitute is not available or temporarily covering another caseload;
 2. Covering for a Certified Staff who is on an approved leave of absence; or
 3. Covering for a Certified Staff when said position has not been filled by SWWC.
- B. Before an overload is determined, the affected Certified Staff and their supervisor will meet to review the Certified Staff's current schedule. If the Certified Staff has more preparation time in their schedule than the minimum amount defined in the master agreement, they may be assigned the excess preparation time to cover without it being an overload.
- C. Non-classroom Certified Staff within the ELC or ALC may be assigned to cover a classroom if a substitute cannot be found.
- D. Upon supervisor approval of an overload, Certified Staff will be paid at their daily rate of pay or on a pro rata basis.
- E. If a situation arises where it may fall outside of the definitions within the MOU or there is a disagreement on if the situation meets one of the overload definitions above, SWWC and the Certified Staff Association shall establish a workgroup to find a resolution.
- F. Dependent upon the workload concern the workgroup will consist of the Departmental Director (Special Education or ELC), Director of Special Education or Site Administrator, two members of union leadership and will be coordinated by the Director of Human Resources. If a resolution is not found, the information and documentation from the meeting will be provided to the Executive Director for a final decision.

BE IT HEREBY RESOLVED, the parties agree that this MOU cannot be considered to be evidence in any future issues pertaining to the parties, cannot be used as evidence in any court or arbitration proceeding, is not evidence of a past practice, and is based on the special circumstances existing in this unique situation.

SWWC CERTIFIED STAFF ASSOCIATION

Wilson Hoffmann
President

Colleen Weis
Colleen Weis (Jul 9, 2024 13:37 CDT)
Chief Negotiator

Jul 9, 2024
Date

SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE

Matt Colom
Chair

Stephen P. Schneider
Clerk

7-24-24
Date