

MASTER AGREEMENT

Between

CONFIDENTIAL EMPLOYEES

and

BOARD OF EDUCATION  
Independent School District No.152  
Moorhead, MN 56560



July 1, 2020 – June 30, 2022

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**ARTICLE I  
PARTIES AND PURPOSE**

- Section 1. Parties –  
The parties to this Agreement are the School Board of Independent School District No. 152, Moorhead, Minnesota (hereinafter deferred to as the School Board or School District) and the Confidential Employees.
- Section 2. Purpose –  
The parties enter this Agreement to establish the terms and conditions of employment for Confidential Employees.

**ARTICLE II  
DEFINITIONS**

- Section 1. Terms and Conditions of Employment –  
Shall mean the hours of employment, the compensation therefore, including fringe benefits, and the employer’s personnel policies affecting working conditions of employees.
- Section 2. Description of Appropriate Unit –  
For purposes of this Agreement, the appropriate unit shall mean Confidential Employees employed by the School District.
- Section 3. School Board or School District –  
Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.
- Section 4. Full-Time Employees –  
An employee who works forty (40) hours per week.

**ARTICLE III  
SCHOOL BOARD RIGHTS**

- Section 1. Inherent Managerial Rights –  
The Confidential Employees recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, it’s overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel.
- Section 2. Management Responsibilities –  
The Confidential Employees recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Reservations of Managerial Rights –  
The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

#### **ARTICLE IV 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 his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with full, faithful, and proper performance of the duties of employment or circumvent the rights of the Confidential Employees.

Section 2. Personnel Files –  
Members of the unit, upon written request to the Supervisor having custody of the files, have the right to review the contents of his/her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at the District's expense, any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his/her own file, written information in response to any material in the file and such information shall become part of the file.

#### **ARTICLE V SCHEDULES AND RATES OF PAY**

Section 1. Rate of Pay –  
The wages and salaries reflected in Appendix A, included herewith, shall be a part of the Agreement. Payroll checks will be distributed on the days designated by the school calendar.

Section 2. Schedules –  
There are a total of 260 paid working days with paid holidays as follows:

|                           |   |
|---------------------------|---|
| Labor Day                 | Christmas Day   |
| Memorial Day              | New Years Eve Day   |
| July 4th                  | New Years Day   |
| Thanksgiving              | Good Friday   |
| Friday after Thanksgiving | President's Day (provided students<br>teachers are not in the building) |
| Christmas Eve Day         |   |

Presidents Day will be an observed holiday as long as students and teachers are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

Adjustments will be made in lieu of time off or pay deduction if the work year is more or less than 260 days. (See copy of school calendar to determine work days for respective year.)

Section 3. Changing Holiday Dates

Subd. 1.

The School District reserves the right, if school is in session, to change any of the above holidays and establish another holiday in lieu thereof.

Subd. 2.

Holidays that fall on weekends will be observed on a day established by the School Board.

Section 4. Eligibility –

In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on an excused illness or leave under these provisions.

Section 5. Method of Payment

- a. Confidential Employees shall have an annual salary computed and will receive twelve (12) equal monthly checks.
- b. Employees who go on leave of absence or terminate their employment shall be paid as arranged through the Human Resources Office.
- c. Any deductions shall be made on the following monthly check.

Section 6. Cancellation of School –

Once a confidential Employee reports for work and the day is declared a storm day and they are directed to leave work prior to the end of the workday by the Superintendent, they will receive pay for all work hours scheduled that day. If school is called off prior to the beginning of the school day, all confidential Employees have a choice of working their regular hours if the building is open, using a personal day, using a vacation day, or making up the day with their supervisor's advance approval.

Section 7. Longevity:

An additional \$0.20 will be added to step 18 in 2020-21 and an additional \$0.21 will be added to step 18 in 2021-22.

## **ARTICLE VI COMPENSATORY TIME**

Section 1. Confidential Employees will be given a regular assignment setting forth hours and months within a school year. Any work performed over forty (40) hours in any workweek shall be overtime and shall be paid or have released time at time and one-half (1 and 1/2)

rate. All hours performed in excess of the regular work schedule shall be authorized by the Supervisor.

Overtime rates are to be computed on an employee's total salary as used for tax deduction purposes, less any overtime pay.

## **ARTICLE VII LEAVE PROVISIONS AND VACATIONS**

### Section 1. Sick Leave

#### Subd. 1.

Confidential Employees shall be granted sick leave at the rate of 12 days per annum, accumulative to 60 days. Effective July 1, 2012, sick leave will be accumulated at one (1) day per month.

#### Sub. 2.

Unused sick leave days may accumulate to a maximum credit of 60 working days of sick leave per full-time employee. Once 60-days are accumulated they are renewed each year. New employees hired on or after July 1, 2012 are not eligible for the 60-day renewal.

#### Subd. 3.

A day for this Article is defined as the Confidential Employee's working day.

### Section 2. Child Care Leave

#### Subd. 1.

A childcare leave may be granted by the School District subject to the provisions of this subdivision. Childcare leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

#### Subd. 2.

An employee making application for child care leave shall inform the Human Resources Office in writing with his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

#### Subd. 3.

If an employee chooses to utilize disability leave, the employee must continue to work until doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take childcare leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required every two (2) weeks. During the period of disability only, the employee is eligible to receive sick leave and disability leave benefits. An employee may request a childcare leave at the conclusion of this disability.

Subd. 4.

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

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to his/her employment prior to the date designated in the request for family leave.

Subd. 5.

An employee returning from childcare leave shall be reemployed in a position which he/she is qualified unless previously terminated.

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 in writing to an extension in the leave.

Subd. 7.

The parties agree that the applicable periods of probation for employees as set forth in this agreement are intended to be periods of actual service enabling the School District to have the opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 8.

An employee who returns from childcare 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. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 9.

An employee on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee 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 employee does not return to the District pursuant to this Section.

Subd. 10.

Leave under this Section shall be without pay or fringe benefits.

Section 3.

Family/Medical Leave

The District will comply with all provisions of the Family and Medical Leave Act pursuant to School Board Policy 422 - Family and Medical Leave. The entire policy can be found on the District's website.

Section 4.

Emergency Leave

Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each work year in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following: death, emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, grandparent, or member of the immediate household. Employees will be granted up to the maximum amount of available emergency leave for the death of a grandchild. One (1) day per work year of the allotted seven and one-half (7 and 1/2) days of emergency leave may be used for the funeral of a friend.

Employees will be granted up to three (3) days of the above-mentioned seven and one-half (7 and 1/2) days at one (1) time in the event of death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Section 5.

Medical Leave

Subd. 1.

Employees who are unable to perform their duties because of personal illness or disability and who have exhausted all accumulated sick leave may receive a leave of absence up to one (1) year.

Subd. 2.

In accordance with state law, the employee while on medical leave of absence shall be permitted to continue with the School District's insurance program by paying the full premium.

Subd. 3.

At the expiration of the leave, if the disability still exists and the leave is not extended, the employee's employment is terminated. When employment is terminated in such a circumstance, group insurance benefits may be continued at the employee's option and expense consistent with state and federal laws.

Section 6.

The School Board may allow leaves of absence for reasons other than those listed in this section for a maximum of one (1) year.

Section 7.

Absences –

Absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 8.

Vacation –

Confidential Employees with uninterrupted services, on a twelve (12) month assignment, will be granted vacation days in the following manner:

|                          |                 |
|--------------------------|-----------------|
| 0-4 years of service –   | 1 day/month     |
| 5-9 years of service –   | 1.25 days/month |
| 10-14 years of service – | 1.67 days/month |
| 15+ years of service –   | 1.92 days/month |

Vacation time may be accrued up to one and one-half times the annual accumulation as follows:

|                          |           |
|--------------------------|-----------|
| 0-4 years of service –   | 18 days   |
| 5-9 years of service –   | 22.5 days |
| 10-14 years of service – | 30 days   |
| 15+ years of service –   | 34.5 days |

Vacation days will not accrue above the maximum allowed. Probationary Confidential Employees are not eligible for vacation until successful completion of probation. Any earned and banked vacation will be paid to the Confidential Employee upon resignation, retirement or termination.

Section 9. Professional Leave –

Confidential Employees, as a member of a professional organization, may be allowed, upon approval of their Supervisors, leave with pay for purposes of attending meetings pertaining to their profession and for purposes of service to that professional organization.

Section 10. Civic Leave –

Subd. 1 Jury Duty –

Any Confidential Employee who is called to serve duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The employee shall notify the district of the dates of pending absences as soon as possible following notice of jury duty. The jury duty pay and the mileage received for this service shall be retained by the employee.

Subd. 2 Civic Leave

An employee may be granted one (1) day per year at full pay for the purpose of civic leave, including volunteer activities by a district approved community group or activity. Civic leave will not be cumulative.

Section 11. Personal –

An employee may be granted two (2) days leave per year at full pay for personal business. The first personal leave day requested of the two days provided annually will be deducted from the employee's sick leave bank. Requests for leave shall be made to the immediate Supervisor no later than three (3) days prior to the requested leave, except in cases of emergency. This leave shall be accumulative up to five (5) days. If a fourth or fifth day of personal leave is taken, the day will be subtracted from the employee's available sick leave.

In cases of conflict, the most senior employee's request shall prevail.

**ARTICLE VIII  
RETIREMENT/DEFERRED COMPENSATION**

Section 1.

Subd. 1. Group Health Insurance –

An employee retiring prior to age sixty-five (65), but over age fifty-five (55), shall have the option to continue group hospitalization insurance coverage for single or dependency under a group policy offered by the Board, up to age 65, provided that the insurance carrier will allow such retired employee participation. The cost of the coverage shall be at the expense of the employee.

Subd. 2. Group Life Insurance –

An employee can continue life insurance until age 65 at the expense of the employee upon approval by the insurance carrier.

Section 2.

Early Retirement Incentive Pay Qualifications -

Each full-time Confidential employee will be entitled to a matching contribution from the School District of up to 3.5% of their total annual wages, (maximum of \$2,500), to the Minnesota Deferred Compensation Plan or I.R.S. 403 (b) T.S.A. (Minn. Stat. 352.96 and 356.24 subd. 1(5)).

**ARTICLE IX  
GROUP INSURANCE**

Section 1.

Selection of Carriers –

The selection of the insurance carriers and policies shall be made by the School Board.

Section 2.

Claims Against the School District –

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to provide an insurance policy as agreed to 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 3.

Eligibility –

Confidential employees, who are full-time employees as set forth in Article II, shall be eligible for group insurance.

Section 4.

Duration of Insurance Participation –

An employee is eligible for Board insurance contributions and payroll deductions as provided in this Article as long as the employee is employed by Independent School District No. 152. Upon termination of employment, all deductions and contributions shall cease, effective on the last working day.

- Section 5. Participation –  
In accordance with the provisions set forth in Article IX, the School District shall provide an opportunity for eligible employees to participate in group insurance plans.
- Section 6. Medical Hospitalization Insurance
- Subd. 1 Health Insurance  
The Board agrees to provide a monthly contribution of \$250 towards health insurance benefits for eligible employees. Contributions will be made only toward district provided plans.
- Subd. 2 Health Care Savings Plan  
Eligible employees choosing not to participate in district health insurance will be given the option of receiving a monthly contribution of \$ \$250 into a Health Care Savings Plan in accordance with IRS and Affordable Care Act regulations.
- Subd. 3.  
In the event insurance premiums cannot be paid on a pretax basis, the dollars placed on the salary schedule for this purpose could be shifted to insurance language.
- Section 7. Long-Term Disability Insurance –  
The School District shall pay the premium for long-term disability insurance. The income plan shall include the following premiums:
- a. Benefits begin after sixty (60) workdays of disability.
  - b. The monthly income benefits will be 60% of the basic monthly earnings.
  - c. Benefits will be paid for disability due to an accident or illness as long as the employee remains totally disabled up to age 65 and thereafter as required under option (b) of Age Discrimination and Employment Act, effective January 1, 1979 and the district's LTD plan.
  - d. During the period an employee is receiving long-term disability compensation as provided in this Agreement, such employees shall not be eligible for sick leave.
- Section 8. Life Insurance –  
The Board agrees to furnish each employee with a life insurance policy, in the amount of \$75,000, with all expenses to be borne by the Board. The entire \$75,000 of this amount shall contain accidental death and dismemberment clause (standard double indemnity and dismemberment and AD &D), which pay an additional \$75,000 in case of accidental death, stating varying sums for dismemberment.
- Section 9. Additional Life Insurance –  
Supplemental Life Insurance totaling \$25,000 will be provided at the employee's option and at his/her own expense.
- Section 10. Dental and Vision Insurance –  
Persons desiring to purchase optional dental insurance coverage "if available" may do so through payroll deductions.

- Section 11. Optional Cancer Care or Intensive Care Insurance –  
Employees in the unit who qualify and wish to carry cancer care or intensive care insurance programs may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year.
- Section 12. Optional Dependent Insurance –  
Employees in the unit who qualify and wish to carry optional dependent insurance programs may do so on a payroll deduction basis at their own expense.
- Section 13. Workers' Compensation –  
In cases of a compensable injury or sickness incurred while on the job that is eligible for Workers' Compensation Benefits, an employee may elect to use as much pro-rated sick leave as necessary and available to equal the normal pay. Any such injury or sickness must be reported immediately to the Human Resources Office.

## **ARTICLE X GRIEVANCE PROCEDURE**

- Section 1. Grievance Definition –  
A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- Section 2. Representative –  
The employee or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her/its behalf.
- Section 3. Definitions and Interpretations
- Subd. 1. Extension –  
Time limits specified in this Agreement may be extended by mutual written agreement.
- Subd. 2. Days –  
Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.
- Subd. 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, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, 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 it bears a certified postmark of the United States Postal Service within the time period specified.

Section 4. Adjustment of Grievance –

The parties 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 of informal discussions with the Supervisor.

Subd. 1. Time Limitation and Waivers –

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Subd. 2. Level I –

If the grievance is not resolved through informal discussion, the immediate Supervisor or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II –

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources provided such appeal is made in writing within five (5) days after receipt of the decision in Level I.

If a grievance is properly appealed, the Director of Human Resources or designee, shall set a time to meet and shall issue a decision in writing to the parties involved within ten (10) days of the meeting.

Subd. 4.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation.

Section 5. Denial of Grievance –

Failure by the Director of Human Resources or designee to issue a decision within the time periods herein shall constitute a denial of the grievance and the employee may carry the grievance to arbitration.

Section 6. Arbitration Procedures –

In the event that the employee and the School Administration 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 and signed by the aggrieved party. Such requests must be filed in the Office of the Superintendent

within ten (10) days following the decision in Level II.

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 –

Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment is made promptly after the receipt of said request. Failure to agree upon an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall within ten (10) days, forward to the School Board the submission of the grievance which shall include the following:
  1. The issues involved;
  2. Statement of the facts;
  3. Position of the grievant; and
  4. The written documents relating to Section 4 of this grievance procedure.
- b. If there is any difference in opinion in (a) above, the other party will respond.

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. The 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 as soon as possible after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the Public Employees Labor Relations Act (P.E.L.R.A.)

Subd. 7. Expenses –

Each party shall be responsible for equally compensating the arbitrator for his/her

necessary expenses. Each party shall bear its own expense in connection with 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. However, the party ordering a copy of the 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 propose changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matter of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 7. Grievance Form –

Grievances must be filed on the form provided in this Article. Forms shall be supplied by the School District.

Section 8. Election of Remedies and Waiver –

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon, waive any and all rights to pursue a grievance under this Article.

GRIEVANCE REPORT FORM

Moorhead Area Public Schools

Grievance No:

|  |  |           |  |
|--|--|-----------|--|
| Name:  |  | Building: |  |
| Employer Group                                       |  |           |  |
| Date of Grievance Occurred                           |  |           |  |
| Statement of Facts:                                  |  |           |  |
|  |  |           |  |
| Specific Provisions of Agreement Allegedly Violated: |  |           |  |
|  |  |           |  |
| Particular Relief Sought:                            |  |           |  |
|  |  |           |  |
| Dates: _____   |  |           |  |
| Signature of Grievant: _____                         |  |           |  |
|  |  |           |  |
| Signature of Steward Rep:                            |  |           |  |
| _____  |  |           |  |

Copies to: Superintendent  
Business Office  
Human Resources  
Principal  
Exclusive Representative

**ARTICLE XI  
MISCELLANEOUS**

- Section 1. Uninterrupted Services –  
The parties recognize that their first obligation during the term of this Agreement is to see that the students of the District receive a continuous and uninterrupted delivery of instructional services.
- Section 2. Probationary Period –  
New employees shall undergo a six (6) month probationary period before they are regarded as regular full-time.
- Section 3. Resignation –  
The resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the Director of Human Resource (copy to their supervisor). The Director of Human Resources then presents the resignation to the Board of Education for acceptance at their next regular meeting.
- Section 4. Job Assignment –  
Duties are assigned by the immediate supervisor.
- Section 5. Right and Responsibility –  
Employees are responsible to their immediate supervisor. Should a grievance arise, an employee has the right of appeal through the grievance procedure.
- Section 6. Discharge & Discipline –  
Discharge and discipline shall be made only for just cause. Employees in the unit may be dismissed for just cause and any of the following reasons shall be considered just cause for dismissal:
- a. Failure to perform duties assigned;
  - b. Insubordination and lack of cooperation; and/or
  - c. Use of intoxicating liquor or drugs, which are detected, by his/her supervisor, or anyone who comes in contact with employee while on duty;
  - d. The commission of any criminal or other offense involving moral turpitude; and /or
  - e. Any other cause, which may be made grounds for dismissal by applicable statutes of the State of Minnesota or under the School Board policies of the district.

**ARTICLE XII**  
**DURATION**

- Section 1. Term and Reopening Negotiations –  
This Master Agreement shall remain in full force and effective from July 1, 2020 to June 30, 2022. and in full force until a new Master Contract is negotiated according to law.
- Section 2. Effect –  
This constitutes a full and complete contract between the Board and the Confidential Employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Board policies, rules and regulations concerning terms and conditions inconsistent with these provisions.
- Section 3. Severability –  
The provisions of this Agreement shall be severable by mutual agreement. if any provision is held to be invalid, it shall not affect other provisions of the Agreement or the application of any provisions thereof.

SCHEDULE A

CONFIDENTIAL EMPLOYEES SALARY SCHEDULE

| STEPS | 2020-2020 |  | STEPS | 2020-2022 |
|-------|-----------|--|-------|-----------|
| 0     | 24.39     |  | 0     | 25.07     |
| 1     | 24.62     |  | 1     | 25.30     |
| 2     | 24.84     |  | 2     | 25.52     |
| 3     | 25.07     |  | 3     | 25.75     |
| 4     | 25.32     |  | 4     | 26.00     |
| 5     | 25.53     |  | 5     | 26.21     |
| 6     | 25.76     |  | 6     | 26.44     |
| 7     | 25.98     |  | 7     | 26.66     |
| 8     | 26.22     |  | 8     | 26.90     |
| 9     | 26.46     |  | 9     | 27.14     |
| 10    | 26.67     |  | 10    | 27.35     |
| 11    | 26.91     |  | 11    | 27.59     |
| 12    | 27.14     |  | 12    | 27.82     |
| 13    | 27.36     |  | 13    | 28.04     |
| 14    | 27.60     |  | 14    | 28.28     |
| 15    | 27.81     |  | 15    | 28.49     |
| 16    | 28.06     |  | 16    | 28.74     |
| 17    | 28.28     |  | 17    | 28.96     |
| 18    | 28.92     |  | 18    | 29.60     |

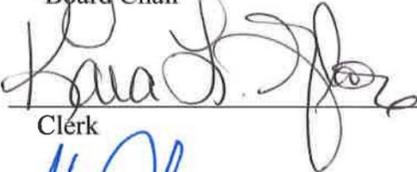
WHEREOF, the parties have executed this Agreement as follows:

INDEPENDENT-SCHOOL DISTRICT #152

CONFIDENTIAL EMPLOYEES

By:   
Board Chair

  
Julie Bauer

By:   
Clerk

  
Julie LeRoux

By:   
Chief Board Negotiator

Member

Dated this 26th day of May 2020.