Cloquet Information Technology Support Association Contract

July 1, 2019 – June 30, 2021

Board Approved, April 13, 2020
INDEX

ARTICLE I – Recognition
Section 1. Exclusive Bargaining Agency .......................................................... 4
Section 2. Sole Agent......................................................................................... 4
Section 3. Rights of Members of the Association ............................................. 4
Section 4. Board of Education Rights .............................................................. 4
Section 5. Negotiation Procedures ................................................................. 5

ARTICLE II – Rights of Association Members
Section 1. No Restriction or Denial of Member’s Rights .................................. 5
Section 2. Personnel Files ............................................................................. 5

ARTICLE III – Association Support Salaries
Section 1. Payment of Salaries ..................................................................... 5

ARTICLE IV – Retirement Insurance Benefits and 403(b)
Section 1. 403(b) Employer Matching Plan ................................................... 6
Section 2. Medical Insurance ....................................................................... 7
Section 4. Eligibility for Post-Retirement Health Care Savings Plan .............. 7
Section 5. Dental Insurance ......................................................................... 7
Section 6. Life Insurance ............................................................................. 7

ARTICLE V – Benefits – Qualifications for Employee Benefits
Section 1. Full-Time Employees .................................................................. 7
Section 2. Employee Medical Insurance Benefits ......................................... 8
Section 3. Dental Insurance for Full-Time Employees ..................................... 9
Section 4. Life Insurance for Full-Time Employees ....................................... 9
Section 5. Long-Term Disability Benefits .................................................... 9
Section 6. Claims Against the School District ........................................... 9
Section 7. Minnesota State Post-Retirement Health Care Savings (MSRHC) ... 9

ARTICLE VI – Leaves of Absence
Section 1. Vacation for Full-Time 52 Week Employees ............................... 10
Section 2. Holidays for Full-Time 52 Week Employees ................................. 10
Section 3. Emergency Leave ....................................................................... 10
Section 4. Sick Leave .................................................................................. 11
Section 5. Bereavement Leave .................................................................... 11
Section 6. Leave of Absence ........................................................................ 11
Section 7. Personal Leave ........................................................................... 11
Section 8. Association Leave Days ............................................................... 12

ARTICLE VII – Supplemental Benefits
Section 1. Automobile ................................................................................ 12
Section 2. Indemnification and Provision of Counsel ..................................... 12
Section 3. Cell Phone ................................................................................. 12
ARTICLE I
RECOGNITION

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognized as the exclusive and sole bargaining representative for Cloquet Information Technology Support Association whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “member” when used hereinafter in this Agreement, shall include the Cloquet Information Technology Support Association members employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in this Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

Section 2. Sole Agent: The School Board agrees not to negotiate with any information technology organization other than the Cloquet Information Technology Support Association as the exclusive bargaining agent.

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the “School Board”, and the Cloquet Information Technology Support Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the “Association”, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

Subd. 2. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of information technology personnel employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

Section 3. Rights of Members of the Association:

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

Subd. 2. Right to Join: Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

Subd. 3. Right to Exclusive Representation: Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

Section 4. Board of Education Rights:

Subd. 1. Inherent Managerial Rights: The parties 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 as discretion or policy as the functions and programs of the employer, its overall budget, use of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.
Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and efficiently conduct the operation of the school district within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the school district.

Subd. 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to state and federal law, 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 6. Negotiation Procedures:

Subd. 1.: In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

Subd. 2.: The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS

Section 1. No Restriction or Denial of Member’s Rights: Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the statutes of Minnesota (or other applicable laws and regulations).

Section 2. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon their written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker’s expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

ARTICLE III
ASSOCIATION SALARIES

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14. The Board may place a new hire on any step of the salary schedule based on experience and/or qualifications.

Subd. 1 Steps:

Subpart 1. New Employees: New employees shall normally be paid at the minimum (Step 1) of the salary range for Association members. However, the supervisor, with the approval of the Superintendent, may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications, relevant outside experience, or by lack of available qualified eligible persons at the minimum rate.
Subpart 2. Step Increases: Association members will advance one (1) step on July 1st each year, provided they have successfully completed a year of service.

Subd. 2. Longevity Pay: Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 16th year of service.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 to 20 Years</td>
<td>$500</td>
</tr>
<tr>
<td>21 to 25 Years</td>
<td>$750</td>
</tr>
<tr>
<td>26 to 30 Years</td>
<td>$1000</td>
</tr>
<tr>
<td>31 + Years</td>
<td>$1250</td>
</tr>
</tbody>
</table>

Subd. 3. Committee Pay: Association members shall receive overtime pay for hours served on district committees when committee meetings are scheduled outside regular work hours.

ARTICLE IV

RETIREMENT INSURANCE BENEFITS AND 403(b)

Section 1. 403(b) Employer Matching Plan:

Subd.1. Eligibility: Full time 52-week employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week.

Subd.2. Cap: There shall be a lifetime cap of $45,000 on District contributions.

Subd.3 Match: Employees who are eligible to participate in the District’s 403(b) Plan will receive the yearly maximum matching amounts as listed below.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>MAXIMUM ANNUAL MATCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 3</td>
<td>No match</td>
</tr>
<tr>
<td>4 – 6</td>
<td>$750</td>
</tr>
<tr>
<td>7 – 10</td>
<td>$1,250</td>
</tr>
<tr>
<td>11 – 15</td>
<td>$1,750</td>
</tr>
<tr>
<td>16 – 20</td>
<td>$2,000</td>
</tr>
<tr>
<td>21+</td>
<td>$2,250</td>
</tr>
</tbody>
</table>

District matching amount shall match member’s contributions on a dollar for dollar basis up to the applicable maximum amount allowed under this Agreement.

Subd.4. Plan Year: The plan year shall be from July 1 through June 30.

Subd.5. Participation: An eligible member must make application for participation by July 1 of each school year. Once an eligible member elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the member by the July 1 deadline. This provision relates to an eligible member’s willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made, the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave or a temporary leave of absence, in which case he/she may not participate in the matching program until the member returns.
Section 2. Medical Insurance: Upon retirement, an employee who is at least 55 years of age and has been employed as a full-time employee (as defined in Article V, Section 1) in Cloquet School District, ISD #94 for at least 10 consecutive years prior to retirement shall be allowed to participate in the district offered medical insurance plan(s) with 100% of the insurance premium paid by the retired employee. This benefit shall be in effect until the employee reaches Medicare age.

Section 3. Eligibility for Post-Retirement Health Care Savings Plan: Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec 1, will be eligible for an annual District contribution to a personal account in the Post-Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS).

Subd.2. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which employees are qualified to receive.

Subd.3. Cap: There shall be a lifetime per employee cap of $40,000 on District contributions.

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2019-2020 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

<table>
<thead>
<tr>
<th>Years</th>
<th>Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 – 6 years</td>
<td>$500</td>
</tr>
<tr>
<td>7 – 10 years</td>
<td>$1,000</td>
</tr>
<tr>
<td>11 – 15 years</td>
<td>$1,500</td>
</tr>
<tr>
<td>16 – 20 years</td>
<td>$2,000</td>
</tr>
<tr>
<td>21+ years</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Example of interpreting the above chart:
Beginning their fourth (4) year with the school district, employees will be eligible for a $500 benefit.

Death of Employee: Upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 5. Dental Insurance: Dental insurance premiums shall be 100% paid by the retired employee.

Section 6. Life Insurance: Life insurance premiums shall be 100% paid by the retired employee.

ARTICLE V
BENEFITS - QUALIFICATION FOR EMPLOYEE BENEFITS

Section 1. Full-Time Employees:

Subd.1. Full-Time Fifty-Two (52) Week Employees: Employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week. Full-time employees shall receive the following benefits:
a. Vacation (Article VI, Sec I).

b. Sick leave, emergency leave, bereavement leave, personal leave, and approved leaves of absence as specified in (Article VI, Sec III, IV, V, VI, VII, and VIII).

c. Health, Life, Dental, and Long-Term Disability Insurances (Article V).

d. Holidays (Article VI, Sec II).

e. Retirement Benefits (Article IV and Article V, Sec II).

Section 2. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2019, hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

Subpart 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases from the September 1, 2011 premiums, the District and the employee will share in the insurance plan increases/decreases as follows:

a. Dependent Coverage: The District and employee will share the increases or decreases in premiums equally.

b. Single Coverage: For any amount of premium over $8,000, increases or decreases in the premium shall be 80% District responsibility and 20% employee responsibility.

Subpart 3. Opt for Alternate Plan: Employees may opt for different plan coverage during the open enrollment period each year.

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent’s fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subpart 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is a dependent defined by Code § 152 or an “adult child” as defined by Code § 152(f) (1) and is not an employee of another employer receiving insurance benefits from said employer as follows:

a. Cash instead of health insurance, or

b. Some type of credit toward the purchase of some other employee benefit instead of health insurance, or

c. Cash in addition to selecting health insurance with a deductible of $750.00 or more instead of a plan with a smaller deductible.
Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage, the options shall be as follows:

a. Two single plans, or

b. One family plan, or
** if enrolled in a family plan, the family premium paid by the employee shall be $1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.

c. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra $900 MN PRHCP contribution.

Subd. 7. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subpart 1. Introduction: Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible members, herein referred to as “Employees.” Procedures and rules for High Deductible Health Plans (HDHP) are part of the District’s policies and procedures.

Eligible employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in Attachment B – Health Insurance Costs.

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2019, dental benefits will be paid by the school district at a premium rate of $28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of $49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 4. Life Insurance for Full-Time Employees: Full-time employees (as defined in Article V, Sec I) shall also receive term life insurance in an amount of $50,000 at District expense.

Section 5. Long-Term Disability Benefits: Full-time employees (as defined in Article V, Sec I) shall receive long-term disability benefits up to 66 2/3% of the employee's basic salary to a maximum benefit of $3,000.00 per month. There shall be an elimination period of 60 working days.

Subd. 1. Eligibility: All eligible employees shall be required to participate in the group at their own expense.

Subd. 2. Cost: The salary of each employee shall be increased by the cost of their long-term disability premium.

Section 6. Claims Against the School District: It is understood that the District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Minnesota State Post-Retirement Health Care Savings (MSPRHCs): Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Full-time employees (as defined in Article V, Section I) eligible to receive group insurance benefits and either choose single coverage or waive coverage, shall receive $75.00 per month in a PRHCP managed by the MSRS.
Death of Employee: Upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

ARTICLE VI
LEAVES OF ABSENCE

Section 1. Vacation for Full-Time 52 Week Employees:

Subd. 1. Vacation: Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a member employed on March 1 would be allowed four (4) days of vacation on July 1.

Association employees will qualify for vacation as follows:

a. Ten (10) days of vacation time shall be allowed for 12 months of continuous full-time service.
b. After five (5) years of continuous service, qualified employees shall receive 15 days of vacation.
c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation.
d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation.

Association members who were employed with the district on July 1, 2019, shall receive 15 days of vacation per year until such time the years of service dictate a greater amount.

Vacation days must be approved by the District Technology Director. There is no carryover of vacation days beyond June 30th of each calendar year without the superintendent’s approval.

Subd. 2. Termination or Death: Upon termination of employment or death of employee, all earned and unused vacation will be paid to the employee or his/her beneficiary at their daily rate of pay. Association members must designate a beneficiary in order for the beneficiary to receive these benefits.

Section 2. Holidays for Full-Time 52 Week Employees:

Subd. 1. Benefits: The following paid holidays shall be granted to full-time 52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year’s Day: Two (2) days
- President’s Day: One (1) day
- Good Friday: One (1) day
- Memorial Day: One (1) day
- July 3, 4, or 5: Two (2) days
- Labor Day: One (1) day
- Thanksgiving: Two (2) days
- Christmas: Two (2) days

Total: Twelve (12) paid holidays

Section 3. Emergency Leave: Three (3) working days per year may be granted with the approval of the superintendent. Emergency leave will not be deducted from sick leave. With approval of the superintendent, the employee may use emergency days when due to a school cancellation.
Section 4. Sick Leave:

a. For the first five (5) years of employment, members shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any member hired between July 1 and June 30 of a given school year.

Example: Continuing employees will be credited with fifteen (15) days of sick leave on July 1 of each year.

b. Starting year six (6), members shall be credited with 13 days of sick leave on July 1 of each year.

c. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed fifteen (15) days.

Example: An employee employed on November 1 will immediately be credited with twelve (12) days of sick leave, which is one and one-half (1½) days per month for an eight (8) month period.

d. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee’s absence is due to the serious illness and/or the temporary disability of the employee’s spouse, adult children, grandchildren, foster children, or parent.

e. As of July 1, 2019, sick leave accumulation will be unlimited.

Note: The 2013 Legislature amended a sick leave law which will take precedence over the language in this contract as long as this law is in place. This law allows for 160 hours or 20 days of available sick leave in any 12-month period to be used for absences due to an illness of or injury to an employee’s adult child, spouse, sibling, parent, grandparent, or stepparent.

Subd. 1. Sick Leave Incentive: Association members who use three (3) or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

Section 5. Bereavement Leave: In case of death in the immediate family, employee’s parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child. Additional time may be granted, at the discretion of the superintendent, upon written evidence of such special need for such additional time.

Section 6. Leave of Absence: An employee may be granted a leave of absence at the school board’s discretion. A leave of absence, when granted, may be for educational leave, personal illness, illness or death in the family requiring one’s assistance, or pregnancy. Such leave of absence shall be without compensation expense allowance from District funds. Consecutive years of service would not be interrupted due to the leave of absence in counting consecutive years of employment to qualify for a benefit.

Section 7. Personal Leave: Qualified employees shall be allowed three (3) days per year with pay, non-cumulative, for personal reasons.
Section 8. Association Leave Days: Absences or leave time will not be assessed to employees who participate in negotiations or other Association activities approved by the District's administration.

ARTICLE VII
SUPPLEMENTAL BENEFITS

Section 1. Automobile: The District shall compensate members for business use of member's private vehicle at the federal mileage rate. For members assigned to multiple buildings on different campuses or assigned to float among all district facilities, the member may choose to receive a $35/month stipend in lieu of cataloging mileage for reimbursement.

Section 2. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

Section 3. Cell Phone: Members will receive a $30/month stipend for work related use of a personal cell phone. In the event the district provides a work cell phone to a member, the monthly stipend will discontinue.

ARTICLE VIII
PROBATIONARY PERIOD AND NOTIFICATION

Section 1. Probationary Period: Members shall serve a six (6) month probationary period from the start of employment in an Association position.

Section 2. Notification of Retirement/Resignation: Members must provide the District with at least four (4) weeks of notice prior to resignation from the District and at least eight (8) weeks of notice prior to retiring from the District.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

Subd. 1. Grievance: A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of the procedure.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The Cloquet Public Schools technology director.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance, reduced to writing, to the satisfaction of both parties.
Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 8. 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 case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

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

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. 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 shall constitute a waiver of the grievance.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance twenty (20) working days after receipt of the appeal. Within twenty (20) working days after the meeting, the School Board shall issue its decision in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and to report its findings and recommendations to the School Board. The School Board shall then render its decision.
Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the School Board automatically advances the grievance to Level III.

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

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the Office of the Superintendent within ten (10) working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request are made within twenty (20) working days after request for arbitration. The request shall ask the appointment to be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

Subd. 6. 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 of 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 of recording, if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.
Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has 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 organization structure, and 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 School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Section 10. Timeline Extension: The timeline specified in this article may be extended at any step of the process by mutual agreement between the Association and the Superintendent or School Board.

ARTICLE X
DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event Yordable Health Care Act or some other federal or state regulation regarding insurance benefits for employ negatively affects the Association contract or District, the parties agree that this contract may be re-opened for negotiation.

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

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

Section 5. Notification: In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least ninety (90) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

or:
Cloquet Information Technology Support Association

Name of Association Representatives:

Brett Gibson, President
William Bauer, Secretary
Mark Brenner, Treasurer

For:
Cloquet Public Schools, ISD #94

Name of Organizational Representatives:

Ted Lammi, School Board Chair
Nate Sandman, School Board Clerk
Dr. Michael Cary, Superintendent
ATTACHMENT A
SALARY SCHEDULES

Cloquet Information Technology Support Association Salary Schedule:

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<th>2019-2020 Salary Schedule – Effective 7/1/2019:</th>
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# ATTACHMENT B
## HEALTH INSURANCE COSTS

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