

CANNON VALLEY SPECIAL EDUCATION COOPERATIVE #6094

MASTER AGREEMENT  
NON-LICENSED STAFF

2022 - 2024

Board approved:  
8/23/2022

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## ARTICLE I - PURPOSE

This Agreement is entered into between Cannon Valley Special Education Cooperative No. 6094, Faribault, Minnesota, hereinafter referred to as the Cooperative, and the Local 7378, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Educational Assistants, Administrative Assistants, Interveners, and Maintenance Specialists for the duration of this Agreement.

## ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### *Section 1. Recognition*

In accordance with PELRA, the Cooperative recognizes Local 7378 as the Exclusive Representative for Educational Assistants, Administrative Assistants, Interveners, and Maintenance Specialists employed by the School Board, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in provisions of this Agreement.

### *Section 2. Appropriate Unit*

The Exclusive Representative shall represent all Educational Assistants, Administrative Assistants, Interveners and Maintenance Specialists of the Cooperative as defined in ARTICLE III, Section 2 below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

### *Section 3. Information*

The Cooperative shall provide the Exclusive Representative with a list that includes the classification, position title, and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the Cooperative shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

## ARTICLE III - DEFINITIONS

### *Section 1. Terms and Conditions of Employment*

"Terms and conditions of employment" is subject to the provisions of PELRA.

### *Section 2. Description of Appropriate Unit*

For purposes of this Agreement, the word/term "employee" shall mean all persons in the appropriate unit employed by the Cooperative in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

### *Section 3. Cooperative*

For purposes of administering this Agreement, the term "Cooperative" shall mean the School Board or its designated representative(s).

### *Section 4. Other Terms*

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## ARTICLE IV - RIGHTS AND OBLIGATIONS OF THE COOPERATIVE

### *Section 1. Inherent Managerial Rights*

The Exclusive Representative recognizes that the Cooperative is not required to meet and negotiate on matters of inherent managerial policy, that include, but are not limited to, such areas of discretion or policy as the functions and programs of the Cooperative, its overall budget, utilization of technology, the organizational

structure, selection of personnel, and direction and the number of personnel.

### *Section 2. School Board Responsibilities*

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the Cooperative within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Cooperative.

### *Section 3. Effect of Laws, Rules and Regulations*

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by State and Federal laws, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the Cooperative. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

### *Section 4. Reservation of Managerial Rights*

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

## ARTICLE V - RIGHTS AND OBLIGATIONS OF EMPLOYEES

### *Section 1. Right to Views*

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

### *Section 2. Right to Join*

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the Cooperative.

### *Section 3. Request for Dues Check Off*

The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the Cooperative will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization.

The Cooperative will provide the Exclusive Representative with a list of all unit employees upon request.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the Cooperative harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Exclusive Representative as provided in this Agreement.

### *Section 5. Conducting Business of the Exclusive Representative*

The Exclusive Representative shall have access to school facilities, including equipment, by arranging with the

office of the Executive Director. Reasonable time without loss of pay may be granted by the Cooperative for use by the Exclusive Representative for representation issues, negotiations, or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

*Section 6. Personnel Files*

An employee may review his or her Cooperative personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any material contained therein, and shall have the right to challenge false or inaccurate statements as provided by state statute. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

**ARTICLE VI - RATES OF PAY**

*Section 1. Job Classifications*

Non-Licensed Staff represented by the Local, shall be employed in five classifications: Educational Assistants, Administrative Assistants, Maintenance Specialists, Intervener 1, and Intervener 2.

*Section 2. Eligibility*

This article shall apply to employees who work four (4) hours per day or more.

*Section 3. Rates of Pay*

The rates of pay are shown below.

Pay changes shall take effect on July 1. In order for an employee to advance to a succeeding year of service, they must have been employed by the Cooperative by January 10<sup>th</sup> of the preceding work year.

Newly hired employees will have a pay rate based on the Probationary schedule. Once the employee's status is no longer probationary, they will have a pay rate based on the base schedule.

During the duration of this Agreement, advancement shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

Salary Schedule 2022-2023

	Probationary	Base
Administrative Assistant	23.39	24.39
Educational Assistant	19.15	20.15
Intervener 1	25.13	26.13
Intervener 2	28.47	29.47
Maintenance Specialist	22.95	23.95

Salary Schedule 2023-2024

	Probationary	Base
Administrative Assistant	24.12	25.12
Educational Assistant	19.76	20.76
Intervener 1	25.91	26.91
Intervener 2	29.35	30.35
Maintenance Specialist	23.67	24.67

Other Duties

An Educational Assistant who holds a Minnesota Teaching License	\$1.00 stipend added to hourly rate
Additional required training outside of the regular duty day	Hourly rate

*Section 4. Experience and Retention Pay*

After three (3) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.25 per hour.

After six (6) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.50 per hour.

After nine (9) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.75 per hour.

After twelve (12) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$2.00 per hour.

After fifteen (15) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$2.25 per hour.

A. School years during which an employee has been on any type of leave of absence for which step increments are not granted shall not be counted as a year of employment for the purposes of determining experience and retention pay eligibility. Experience and retention pay amounts shall be prorated to the FTE portion of the employee's individual contract.

B. Employees employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools and assigned to the Cooperative.

C. This career increment shall not be considered part of the employees' annual salary and is not negotiated within the salary schedule.

*Section 5. Employee Information*

A copy of the School Board follow-up information authorizing the employment of a new staff member shall be forwarded to the president of the Local.

**ARTICLE VII - 403b TAX DEFERRED PLAN MATCHING**

*Section 2. Amount of Cooperative Contribution*

Employees shall be eligible for an annual Cooperative matching contribution up to \$600 per school year. Employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan by October 1. During a year in which the employee makes no contribution, the Cooperative shall likewise make no contribution to that employee account.

**ARTICLE VIII - GROUP INSURANCE**

*Section 1. Eligibility*

During the term of this contract, the Cooperative will purchase the group insurance policies described in this article. It is understood and agreed that the provisions of this article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the Cooperative.

Employees regularly scheduled to work twenty (20) or more hours per week shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and

acceptance by the carrier.

### *Section 2. Health and Hospitalization Insurance*

Eligible employees and their spouse and dependent children may participate in the Cooperative group health and hospitalization insurance plan. The Cooperative will contribute toward the premium according to the schedule below. The difference between the Board contribution and the total insurance premium will be paid by the employee through payroll deduction. The effective date for employer contributions shall be January 1. The Cooperative contribution is tied to the teacher agreement.

30 - 40 hrs/wk: 1.0 factor      25 < 30 hrs/wk: .6 factor      20 < 25 hrs/wk: .5 factor

### *Section 3. Income Protection*

Income protection insurance shall be provided for employees who are eligible for and enrolled in the Cooperative's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the Cooperative. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave in combination with income protection insurance payment to receive the employee's regular rate of pay.

### *Section 4. Life Insurance*

The Cooperative will provide group term life insurance coverage for eligible employees in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

### *Section 5. Dental Insurance*

Eligible employees and their spouse and dependent children may participate in the Cooperative group dental insurance plan. The Cooperative will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be January 1. The Cooperative contribution is tied to the teacher agreement.

30 - 40 hrs/wk: 1.0 factor      25 < 30 hrs/wk: .6 factor      20 < 25 hrs/wk: .5 factor

### *Section 6. Claims Against the Cooperative*

The Cooperative's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the Cooperative as a result of a denial of insurance benefits by an insurance carrier.

### *Section 7. Duration of Insurance Contribution*

Eligible employees as described in this Article shall receive Cooperative insurance contribution through August 31. When termination of employment occurs prior to the completion of a school year, all Cooperative participation and contribution shall cease, effective at the end of the month in which termination of employment occurs. However, employees who were members of the Cooperative's health and hospitalization insurance and dental insurance plans prior to termination of employment may be continued in the group for a period following termination pursuant to applicable laws if they pay the entire premium amount.

## **ARTICLE IX - LEAVES OF ABSENCE**

### *Section 1. Eligibility*

Employees regularly scheduled to work twenty (20) or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article.

## *Section 2. Sick Leave*

Eligible Educational Assistants and Interveners 1 and 2, as defined in Section 1 above, will earn nine (9) sick leave days with pay per year, proportionate to the work day.

Eligible Administrative Assistants and Maintenance Specialists, as defined in Section 1 above, will earn ten (10) sick leave days with pay per year, proportionate to the work day.

Employees who work between 14 and 19.99 hours per week will earn four (4) sick leave days with pay per year, proportionate to the work day. Such days will be noncumulative and may be used for sick leave or bereavement leave.

Substitute or temporary employees who are regularly scheduled to work less than sixty (60) days shall not be eligible for any benefits described under this article. Employees who are scheduled for sixty (60) or more days but less than the entire school year shall earn a pro-rated amount of sick leave time based on eligibility requirements listed in this Article and the amount of time remaining in the school year.

Unused sick leave days proportionate to the employee's work day may accumulate to a maximum credit of 190 days for eligible Educational Assistants and Interveners 1 and 2. Unused sick leave days proportionate to the employee's work day may accumulate to a maximum credit of 228 days for eligible Administrative Assistants and Maintenance Specialists.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or injury of the employee or the employee's dependent child or other individuals to the extent provided by MN law which prevented the employee's attendance at work on that day or days. MN law (M.S. 181.9413) allows an employee to use up to 160 hours of accumulated leave time per leave year (July 1 - June 30) for the illness or injury of the following relatives: adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent.

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

## *Section 3. Medical Statement*

The Cooperative may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Cooperative. In the event that a medical certificate will be required, the employee will be so advised. The Cooperative shall retain the right to require an employee to provide a second medical certification, at Cooperative expense, from a physician of the employer's choosing prior to granting sick pay.

All sick leave shall be available at the beginning of the school year. The employee shall repay the Cooperative any wages paid for sick days that are not later earned by such employee.

## *Section 4. Bereavement Leave*

Employees may be allowed up to nine (9) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family or friends.

The first two (2) days of bereavement leave shall not be deducted from unused sick leave. The available seven (7) leave days allowed for bereavement leave shall be deducted from unused sick days.

## *Section 5. Worker's Compensation*

An employee who is absent from work as a result of a compensable injury incurred in the service of the Cooperative under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave in combination with Worker's Compensation to receive the employee's regular rate of pay. The Cooperative will assume that the employee elects to do so, unless the employee notifies the Cooperative in advance that they elect not to use sick leave for this purpose. Benefit payments shall continue in accordance with state and federal laws.



### *Section 6. Judicial Duty*

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not defendant or against the Cooperative), the Cooperative will make up the difference between such employee's basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the business office an itemized certification of fees and expenses for jury duty. Advance notice to the program supervisor is required to permit the scheduling of a substitute. An employee is also required to notify the building supervisor immediately upon being excused from jury duty. If excused from jury duty prior to noon on the duty day, the employee will contact the building supervisor to determine requirement to return to duty availability. (Based on location of the jury duty.)

### *Section 7. Child Care Leave*

A child care leaves without pay may be granted by the Cooperative subject to the provisions of this section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

An employee making application for child care leave shall inform the Executive Director in writing of intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances.

If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If an employee who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Article 3 until the scheduled beginning date of her child care leave.

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

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

An employee on child care leave without pay is eligible for all employee benefit plans but the employee must pay the full premium for such benefits they wish to retain. These benefits are limited to those allowed by the companies concerned.

An employee returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave they had when they ceased working to commence their leave.

Time off during the leave period shall not count toward an increment advancement on the wage schedule. However, employees will be advanced an increment on the wage schedule if they worked more than one-half of the duty days in their work year.

### *Section 8. Family and Medical Leave (FMLA)*

FMLA leave shall be granted pursuant to applicable law.

### *Section 9. Military Leave*

Military leave shall be granted pursuant to applicable law.

### *Section 10. Leave of Absence Without Pay*

Eligible employees may apply for leaves of absence without pay in the event of personal extenuating circumstances. Requests for leaves of absence without pay of up to five (5) days may be approved by the Executive Director.

### *Section 11. Personal Leave*

Educational Assistants and Interveners 1 and 2 will be allowed three (3) days of personal leave prorated to the FTE portion of the employee's position.

Administrative Assistants and Maintenance Specialists will be allowed four (4) days of personal leave prorated to the FTE portion of the employee's position.

Personal leave is non-accumulative. These days will not be deducted from the leave allowance in this Article. Request for leave under this Section must be through the Cooperative's substitute/leave system at least three (3) days in advance, except for emergencies.

Personal leave for a particular day will be granted on the basis of the order such requests are received. The following chart indicates the number of employees eligible for personal leave by building for each eligible workday:

Alex: 2

SUN: 1

STEP: 2

Personal leave will not be granted during scheduled training or required staff development days, the first week of instructional days, the last week of instructional days, the day prior to a break (ie: Ed MN or Spring Break) except for the following:

- property closing
- subpoena required court appearance, except against the Cooperative
- emergency causing serious physical damage to property
- bereavement
- religious observance as required by the employee's religious conviction provided such requirement cannot be taken care of while school is not in session
- wedding attendance
- attend graduation ceremony of employee's child, sibling, parent, spouse, or self
- childcare emergency when the employee's childcare provider cannot provide services unexpectedly
- absences necessary to attain an educator license
- exceptional and unusual cases at the discretion of the Executive Director

### *Section 12. School Conference and Activities Leave*

In accordance with the provisions of MS.181.9412, the Cooperative will provide each employee with up to sixteen (16) hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the Cooperative's substitute/leave reporting system. The Executive Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance.

### *Section 13. Vacation Leave*

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

Employees with a work year of 210 days or more shall be granted the following vacation time with pay. Work year is defined as the number of work days excluding paid holidays.

Years of Service	Days
1 - 5 Years	8 Days
6 - 13 Years	10 Days
14 or More Years	15 Days

During the first year of service, employees shall be eligible for a pro-rated number of vacation days with pay based on the number of days worked in that fiscal year.

Vacation periods shall be approved in advance by the program administrator. All requests should be submitted sufficiently in advance using the Cooperative's substitute/leave management system so that work assignments can be adequately covered by other employees. Office employees are encouraged to take vacation in the summer or at other times when school is not in session except in the case of unusual personal circumstances. Approval to take vacation on days when school is in session shall be obtained from the immediate supervisor and/or program administrator. Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. A one-time extension of up to six months to use vacation time may be granted by the Executive Director upon the recommendation of the program administrator if it is determined that unusual circumstances have precluded the use of vacation within the regularly designated period of time. Employees shall receive payment for unused vacation days earned up to the date of resignation upon separation of employment. Vacation benefits shall not accrue during any period of absence for reasons other than vacation or required military leave which extends beyond one month.

*Section 14. Educational Leave*

An employee who has completed two-(2) years of continuous FTE at the Cooperative may request unpaid leave of absence mutually agreed upon by the Executive Director, the employee and approved by the School Board for the purpose of pursuing additional education or professional development. The employee shall notify the Cooperative in writing at least thirty (30) calendar days prior to the intended leave and, when returning from leave that they intend to return. Failure of the employee to provide written notice or to return pursuant to the date determined as the end of their leave shall constitute a resignation from the employee's position in the Cooperative. At the end of the leave, the Cooperative will return the employee to the previously held position or one that is equivalent immediately or as soon as one becomes available. The employee must inform the Executive Director in writing of their progress twice within the employee's educational leave period. Progress must be reported at least ninety (90) days within each other.

*a. Purpose of Educational Leave:*

The purpose of Educational Leave for current employees is for furthering their post-secondary education when additional education will be beneficial to the performance of the employee in their current position, related positions with the district or to further their career path in an educational field such as special education teacher with an emphasis of ASD/DCD/EBD/DHH/BVI/ABS mild to moderate or severe to profound, para-to-sped program, social worker, mental health practitioner, administrator, psychologist, speech-language pathologist, or other related services provider. The Cooperative has sole discretion to make the educational determination for the leave. When possible, the leave will be taken at one of our member districts.

*b. Duration of Educational Leave:*

The duration of any leave must be consistent with the level of educational degree being sought, as follows:

-Undergraduate Programs: An Educational Leave for an undergraduate program is restricted to employees who will complete their final year of degree requirements within the leave period. Leaves for an undergraduate program are restricted to a maximum of one year.

-Graduate Programs: An Educational Leave for a Graduate level program is restricted to employees who will complete their degree requirements within the leave period. Leaves for a graduate-level program are restricted to a maximum of one year.

At the Executive Director's discretion employees can end their LOA early and resume again to accommodate their educational needs.

## ARTICLE X – HOURS OF SERVICE AND DUTY YEAR

### *Section 1. Eligibility*

This article shall apply to employees who work four (4) hours per day or more.

### *Section 2. Work Year*

The work year for Educational Assistants shall normally be the instructional days in session plus thirty-two (32) hours of training opportunities and additional days as deemed necessary by the Cooperative. Up to five (5) additional days may be added for training opportunities.

The work year for the Administrative Assistants shall normally be 225 days (including instructional, scheduled work days, staff workshop, and ESY days) plus any additional days as deemed necessary by the Cooperative. The work day calendar for the Administrative Assistants will be determined in collaboration and agreement with the Executive Director by July 1. The calendar runs from July 1 to June 30.

Any change in the work calendar other than those covered by Article X, Section 6 (School Closings) shall be made with two weeks' notice to employees.

The work year for Intervener 1 and Intervener 2 shall normally be the instructional days in session plus thirty-two (32) hours of training opportunities and additional days as deemed necessary by the Cooperative. Up to five (5) additional training days may be added for opportunities.

The work year for the Maintenance Specialist shall normally be 233 days (including instructional, scheduled work days, staff workshop, and ESY days) plus any additional days deemed necessary by the Cooperative. The work day calendar for the Maintenance Specialist will be determined in collaboration and agreement with the Executive Director by July 1. The calendar runs from July 1 to June 30.

### *Section 3. Work Day*

The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the Cooperative and shall be scheduled by the Executive Director.

### *Section 4. Lunch*

The paid work day shall include an unpaid lunch break of 30 minutes or as otherwise mutually agreed. Employees may not be able to take a duty free lunch during non-regularly scheduled or special events that may occur on an occasional basis (examples might include: offsite field trips, student emergency situations). Employees will be paid in the event they lose their duty free lunch due to an assigned duty. Employees are expected to take their lunch at the scheduled or mutually agreed upon time. Employees are expected to contact their program supervisor if they missed or anticipate missing their lunch.

### *Section 5. Breaks*

Employees shall receive a 15-minute paid break during each three hours of employ, not to exceed two 15-minute paid breaks per day. These paid breaks shall be taken at a time when the least possible disruption in service results. Employees may not be able to take breaks during non-regularly scheduled or special events, such as an off-site field trip. It is understood that employees will not receive additional pay for these lost breaks.

### *Section 6. School Closing*

In the event that school is closed due to an emergency, employees shall continue to receive compensation proportionate to their work day for up to a maximum of two (2) days per year. Late start or early release days due to an emergency shall not be counted towards the two days.

School days that begin late or end early due to an emergency will be paid proportionate to the employee's regular hours and hourly rate.

Employees shall be required to perform services if requested to do so by the program supervisor or Executive Director. The Cooperative shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closing.

If school is closed for days beyond the first two (2) that have not been designated a student make-up days according to the calendar, the third (3) day will become a virtual training day and the Cooperative will have the discretion of assignments and schedule, including asynchronous and synchronous professional development.

If school is closed beyond three (3) days, the fourth (4) day will be replaced with an additional day of professional development or workday. The Cooperative will set the designated make-up workdays as needed by first selecting non-student staff development days, if available, before designating other days. The Cooperative will set the designated make-up workdays as needed to equal the number of additional cancelled school days.

An emergency closing shall be defined as any unscheduled closing of the school and shall include, but not be limited to, unusually severe weather in which the Executive Director closes the Cooperative, mechanical failure of essential equipment affecting the comfort and safety to pupils and teachers, epidemic or widespread illness, severe energy shortages, or damage to the building by fire or water, or work stoppages by employee groups.

#### *Section 7. Holidays with Pay*

Employees shall be paid six holidays per year. EA's and Interveners shall be paid at 7.0 hours and AA's and Maintenance Specialists shall be paid at 8.0 hours.

Labor Day, Memorial Day, Thanksgiving Day, New Year's Day, Christmas Eve Day, Christmas Day

#### *Section 8. Joint Committee Meeting*

The Cooperative and the Exclusive Representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

### ARTICLE XI - PROBATIONARY PERIOD, EVALUATION, DISCIPLINE AND DISCHARGE, AND RESIGNATIONS

#### *Section 1. Probationary Period*

New employees hired by the Cooperative shall have a probationary period of one calendar year.

A peer mentor shall be assigned to Educational Assistants new to the Cooperative for the length of their probationary period, such assignment is made by the Executive Director and consistent with the job responsibilities written for mentor Educational Assistants. The specific length of the mentorship may vary and will not terminate without the mutual consent of the mentor, mentee, and program supervisor. The mentor/mentee meetings will be required by both parties on the schedule outlined in the Cooperative Procedures. A mentor shall be provided a stipend of \$450, and a one-time payment will be included in the June 15 payroll. The stipend shall not be added to base pay for purposes of computing base compensation for subsequent years. Only Educational Assistants who have completed a Cooperative sponsored mentoring training program and have been an employee of the Cooperative for a completion of two (2) consecutive years will be eligible for consideration as a mentor.

Educational Assistants must apply for the Educational Assistant mentor position. Each mentor will be given no more than three (3) mentees at once. Mentor(s)/mentee(s) will be granted one (1) hour each month during non-student contact days, before or after school to collaborate and complete the mentor program.

A mentor training program will be created with the formation of a committee with persons representing the exclusive representative and administration, consisting of 2 members of CVSEC Administration and 2 members of CVSEA by June 30, 2023 and implemented in the 2023-2024 school year.

If performance does not meet the Cooperative's expectations as evidenced by the completion of evaluation conferences described in Article X Section 2 and there are ongoing concerns, an administrator may sit down privately with an employee during the ninth month of the initial probationary period to review performance and to extend an employee's probationary period for an additional three months. When an employee's probationary period is extended for an additional three-month period, the president of the Local will be notified.

During the probationary period, the Cooperative shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to file a grievance on any other provisions of the contract alleged to have been violated.

### *Section 2. Evaluations*

The probationary period is a time during which a new employee is being tested in job capabilities, performance, and fitness. As such, new employees should have a clear understanding of the Cooperative's expectations and needs. A private, sit down evaluation conference shall be held with the employee and the appropriate supervisor minimally after the first 90 dates of employment, during the sixth month of employment and during the ninth month of employment to assist the new employee in assessing their job performance.

### *Section 3. Completion of Probationary Period*

An employee who has completed the probationary period may be disciplined or discharged only for cause.

### *Section 4. Evaluation of Probationary Employees*

Probationary employees will be evaluated by their immediate supervisor prior to the end of the employee's probationary period.

### *Section 5. Evaluation of Non-Probationary Employees*

Employees who have completed their probationary period will be evaluated at least once every five (5) years.

### *Section 6. Evaluation Review*

Evaluations will be reviewed with the employee in private within ten (10) working days. The employee will have the right to attach a response to the evaluation if the employee disagrees with the evaluation. An employee's signature to an evaluation will only indicate that the evaluation has been received by the employee.

### *Section 7. Discipline Procedures*

The Cooperative will follow a policy of progressive discipline, when appropriate, with unit employees. The normal discipline sequence will be 1) an oral reprimand, 2) a written reprimand, 3) suspension without pay, 4) termination. The seriousness of the matter will determine at what level disciplinary action is commenced.

A member of the Exclusive Representative suspended during an ongoing investigation, shall be paid the normal daily rate until the Cooperative reaches its decision on the status of the employee and concluded its investigation.

### *Section 8. Resignation*

Employees electing to resign shall be required to give the employer two (2) week notice and shall continue in the employer's service during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained.

## ARTICLE XII - EXPENSES

### *Section 1. Mileage*

Necessary and pre-approved expenses that are required of an employee in the performance of school duty shall be at the expense of the Cooperative. The mileage reimbursement rate shall be set by the Cooperative.

### *Section 2. Protective Clothing*

The Cooperative shall provide protective clothing and protective eyewear for employees in classes that require other than the ordinary clothing. The Cooperative shall also provide for the laundering and/or cleaning of such

clothing. The maximum annual amount per eligible employee is \$500.00.

### *Section 3. Request for Reimbursement of Personal Affects*

The Cooperative will provide the "Request for Reimbursement of Personal Affects" form to be completed by staff should any personal item be damaged by a student or while performing assigned duties. A copy of the receipt replacing or repairing the item will be submitted to the Executive Director within thirty (30) days of the damage. The Executive Director will approve payment.

The Cooperative shall reimburse the employee for vehicular vandalism, which occurs on the Cooperative's property. The amount reimbursed shall be based on:

The employee making a police report for damages over \$500, reporting to insurance: The Cooperative will reimburse the employee's insurance deductible.

The employee not making a police report for damages under \$500, not reporting to insurance: The Cooperative will reimburse the employee after two (2) estimates have been submitted to the Executive Director and approved.

## ARTICLE XIII - NOTIFICATION OF JOB OPENINGS

### *Section 1. Notice*

The Cooperative recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school employee job openings will be posted for a period of five (5) working days. In addition, a copy will be sent to the president of the Local and all members of the local via the Cooperative e-mail system. Requests for consideration for job openings shall be made through the Cooperative's application system.

Final judgment regarding the selection and placement of the employee shall be made by the Cooperative upon the recommendation of the Executive Director. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

### *Section 2. Job Opening*

Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position. Current employees shall be given first consideration for vacant positions.

### *Section 3. Transfer*

Transfer shall be defined as change in job location or position. Whenever possible, an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer, the supervisor or their designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a program visit, if the position is in a new location for the employee.

## ARTICLE XIV - REDUCTION OR ELIMINATION OF POSITIONS

### *Section 1. Seniority Date*

The seniority date shall be defined as the most recent date of continuous employment in this bargaining unit with the Cooperative. Seniority shall continue during approved leaves of absence from the Cooperative. Upon returning from leave of absence, the employee shall be paid at the same salary increment as when the leave began.

Seniority will not carry over when an employee moves between the job categories.

### *Section 2. Notice of Elimination of Position*

To the extent possible, the Cooperative shall notify an employee by the last day of school if their position is to be eliminated or hours changed for the subsequent school year. The Cooperative will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year, with the exception of the reduction or elimination of a student-specific Special Education Educational Assistant due to the departure of the student. In that case, the Cooperative shall provide a two-week notice if possible or as soon

as practical.

### *Section 3. Reduction or Elimination of Positions*

The Cooperative shall consider the length of service (seniority), along with other relevant factors, of employees within the same job category and within the same program when reducing hours or eliminating positions. An employee on layoff shall retain their seniority and right to recall in seniority order for a period of eighteen 18 months after the date of layoff. In the event more than one employee on the recall list has the identical date of hire, the Cooperative's employee identification number shall be used, in ascending order, to place the employee on the recall list.

### *Section 4. Contact Information for Notice of Recall*

When placed on layoff an employee shall file with the Executive Director Office his or her name, active telephone number, and either a second active telephone number or an active email address where they can be reached daily. It is the employee's responsibility to update any changes to the contact information with the Executive Director's Office.

### *Section 5. Recall Notification*

The Cooperative Executive Director's Office will notify one or more eligible employees when a position becomes available for recall. Each employee will be notified of his or her order on the recall list. After being offered the position the employee will have two (2) full eight-hour business days to make a decision. The day of the call does not count toward the two full business days. When more than one employee is contacted concurrently for the same position, the employees will have the same two (2) full eight-hour business days to respond. If the position is accepted by a more senior employee, the less senior employee(s) will be contacted on the third business day and returned to the recall list. If no response is received by 4:00 p.m. on the second full business day, the offer will be considered declined.

If the Cooperative Executive Director's Office is unable to contact an eligible employee using the contact number(s) or email address supplied by the employee, the president of the Exclusive Representative, or their designee, will be contacted. This call will serve as recall notification and the two (2) full eight-hour business days will accrue from that point in the same manner as if the employee on recall had been contacted.

### *Section 6. Loss of Recall Rights*

If an employee on recall declines an offer of a position they shall lose all further recall rights under this Article.

## **ARTICLE XV - GRIEVANCE PROCEDURE**

### *Section 1. Definitions and Interpretations*

Grievance Definition - A "grievance" is an allegation by a unit member, unit members, or the Exclusive Representative, of a violation, misinterpretation, or misapplication of this Agreement.

Representative - The employee, administrator, or Cooperative may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Extension - Time limits specified in this Agreement may be extended by mutual agreement.

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.

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.

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

### *Section 2. Time Limitation and Waiver*

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Cooperative's



designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

### *Section 3. Informal Discussion*

Before filing a formal grievance, the unit member(s) shall first discuss the alleged grievance with their program administrator or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

### *Section 4. Level I*

If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing, on the grievance form and served on the program administrator. The program administrator shall give a written disposition of the grievance to the grievant and the exclusive representative within ten days after receipt of the written grievance.

### *Section 5. 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 days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director, the Executive Director shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Executive Director shall issue a decision in writing to the parties involved.

### *Section 6. Level III*

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

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

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

### *Section 7. Level IV*

In the event that the Exclusive Representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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 days following the decision in Level III of the grievance procedure.

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.

Selection of Arbitrator - Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services, pursuant to the PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the Cooperative and the Exclusive Representative shall alternately strike names from the list of arbitrators selected by the

Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

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

The issues involved. Statement  
of the facts. Position of the  
grievant.

The written documents relating to the grievance procedure.

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

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

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

Expenses - Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Jurisdiction - The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

## ARTICLE XVI - RETIREMENT – ADMINISTRATIVE ASSISTANTS

### *Section 1. Health Reimbursement Arrangement Contribution*

The benefits outlined in this article shall be available to regular administrative assistants that work .50 FTE or more.

Administrative Assistants must be actively working for the full school year to be eligible for the Health Reimbursement Arrangement (HRA) contribution. Administrative assistants on leave of absence during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: Administrative Assistants who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.

The Cooperative will set aside \$1,000.00 annually for all newly hired full-time Administrative Assistants. Regular part-time Administrative Assistants that work .50 FTE or more will receive a prorated portion of the contribution. The Cooperative contribution will be made in July following the preceding full school year of service. The Cooperative contribution will be deposited into a Cooperative reserved account on behalf of all eligible employees as outlined in this Article; however, all Cooperative contributions will remain Cooperative assets until eligible employees meet the Cooperative's vesting requirements. Administrative Assistants will become vested when they have at least 10 years of continuous service to the Cooperative, including Cooperative approved leaves of absence. For each year of service thereafter, the Cooperative will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time employees as outlined in this Article. The deposit for part-time Administrative Assistants will be prorated to the FTE for which they are contracted. The Cooperative contributions will be made in July following the preceding full school year of service. The vested Administrative Assistants will have access to their HRA account balance upon separation of employment.

## ARTICLE XVII - DURATION

### *Section 1. Term and Reopening Negotiations*

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

### *Section 2. Effect*

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Cooperative policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

### *Section 3. Finality*

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

### *Section 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 provisions of this Agreement or the application of any provisions thereof.

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

For The Exclusive Representative



President

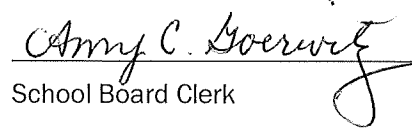
For the Cooperative



School Board Chair



Lead Negotiator



School Board Clerk

Dated this 25 day of August, 2022

Dated this 29 day of August, 2022

GRIEVANCE FORMS

*For office use only*

Grievance #: \_\_\_\_\_ Received Date/By: \_\_\_\_\_

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

Name of Grievant: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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

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

Date(s) Grievance Occurred: \_\_\_\_\_

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

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

Contract provision allegedly violated: \_\_\_\_\_

Redress Sought: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

LEVEL I – FORMAL – DATE ISSUED: \_\_\_\_\_

Disposition by Principal: \_\_\_\_\_

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

Reasons: \_\_\_\_\_

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

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

Initial Applicable Statements:

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

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

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

\_\_\_\_\_  
Grievant Signature (after administrator's disposition)

\_\_\_\_\_  
Date

LEVEL II - FORMAL - DATE ISSUED: \_\_\_\_\_

Disposition by Executive Director: \_\_\_\_\_

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Reasons: \_\_\_\_\_

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\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

Initial Applicable Statements:

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

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

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

\_\_\_\_\_  
Grievant Signature (after administrator's disposition)

\_\_\_\_\_  
Date

LEVEL III - FROMAL - DATE ISSUED: \_\_\_\_\_

Disposition by Board of Education: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Initial Applicable Statements:

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

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

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

\_\_\_\_\_

Grievant Signature (after administrator's disposition)

\_\_\_\_\_

Date



LEVEL IV - FORMAL - DATE ISSUED: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Arbitrator

Date

## Memorandum of Agreement

This Memorandum of Agreement (“MOA”) is entered into by and between Cannon Valley Special Education Cooperative, 6094 (“Cooperative”) and the Cannon Valley Local 7378 (“Local 7378”). The Cooperative and Local 7378 are referred to collectively herein as the “Parties.”

WHEREAS, the Cooperative and Local 7378 are Parties to a collective bargaining agreement for 2022 through 2024 (“CBA”) that governs the terms and conditions of employment for the District's non-licensed staff (“Represented Employees”); and

WHEREAS, in part, Article X, Section 6 of the CBA addresses the duties and work schedules of the Represented Employees during days “school is closed” and

WHEREAS, the Cooperative intends to utilize E-learning days as an option for up to 5 (five) days, when school would otherwise be closed due to inclement weather during the 2023-2024 school year; and

WHEREAS, the Parties agree how Article X, Section 6 should apply to E-learning days;

NOW, THEREFORE, THE PARTIES HEREBY AGREE as follows:

1. CBA Interpretation. The parties agree that E-learning days implemented due to inclement weather during the 2023-2024 school year are considered days that “school is closed” for purposes of Article X, Section 6 of the CBA. The Parties further agree that the first four (4) days of school closure due to inclement weather during the 2023-2024 school year will be governed by the language in Article X, Section 6, regardless of whether the Cooperative implements an E-learning day on any such day. In the event that the Cooperative closes school and/or implements E-learning days due to inclement weather on more than four (4) days during the 2023-2024 school year, the parties agree that the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), and seventh (7<sup>th</sup>) day school is closed will become virtual training days (“Additional Virtual Training Days”). The Cooperative will have the discretion of assignments and schedules, including asynchronous and synchronous professional development, on any Additional Virtual Training Day.
2. Term. This MOA shall become effective when it has been approved by the Parties and shall remain in effect through June 30, 2024, at which time it will automatically expire without any additional action by either Party. This MOA will not renew automatically and cannot be renewed except in a writing signed by both Parties.

3. No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No Party may submit this MOA in any proceeding as evidence of a precedent or practice.
  
4. Equal Drafting. In the event any Party asserts that a provision in this MOA is ambiguous, this MOA must be construed to have been drafted equally by the Parties.
  
5. Choice of Law and Severability. This MOA shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOA found to be invalid, illegal or unenforceable shall not render this MOA void or unenforceable. If any particular provision of this MOA shall be adjudicated to be invalid or unenforceable, the Parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this MOA to allow this MOA and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.
  
6. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to the subject matter described in this MOA. No Party has relied upon any statements or promises that are not set forth in this document. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid unless they are in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

**By signing below, each Party specifically acknowledges that it has read this MOU and that it understands and agrees it is legally bound by all terms of the MOU.**

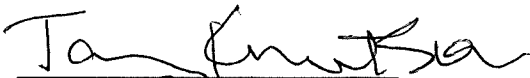
**Local 7378**



President

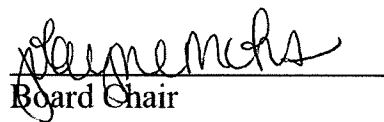
9/20/23

Date



Vice President

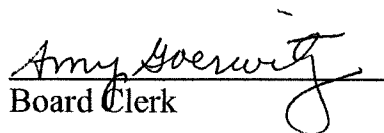
**Cannon Valley Special Education Cooperative**



Board Chair

9/26/23

Date



Board Clerk