School Board Executive Summary

Tentative Agreement with Kids & Company/Stepping Stones Employees
December 5, 2011

Background
We have been in contract negotiations with the Service Employees International Union Local 284 representing Kids & Company/Stepping Stones Employees and have reached a tentative agreement.

Purpose
The purpose of this memorandum is to recommend a two-year tentative labor agreement with the Service Employees International Union Local 284 representing Kids & Company/Stepping Stones Employees. This tentative agreement is effective from July 1, 2010 through June 30, 2012. It covers approximately 85 (eighty-five) employees.

The Board Classified Negotiations Committee has been consulted on the impacts of this settlement. Kids & Company/Stepping Stones will be voting on this agreement on December 22, 2011.

Presenter(s)/Contacts(s)
Nik Lightfoot Ed.D., J.D.
Michele Carroll, Classified Employment Specialist
Katie Williams, Director of Community Education

Overview
This agreement is the first contract for the Kids & Company/Stepping Stones employees under the Service Employee International Union, Local 284 leadership. Previously, Kids & Company/Stepping Stones terms and
conditions of employment were outlined in the Community Education Employee Handbook.

The wage and benefit structure from the Community Education Handbook was used as the framework for wage and benefit negotiations for this agreement. An adjustment to bring us toward compliance with pay equity statute requirements was made in the first year for positions in class 2 and class 3, Activity Supervisors and Activity Assistants respectively. The adjustment included dropping one step at the bottom of the class 2 salary schedule, dropping three steps at the bottom of the class 3 salary schedule, and adding 1 step to the top of the class 3 salary schedule.

**Primary Issues to Consider**

The agreement calls for no percentage increase to the majority of the schedule for 2010-2011. This will impact employees moving through the salary schedule. For 2010-2011, employees impacted by the market adjustment will receive an increase accordingly. Employees at the top of the schedule will receive a 1% increase to their hourly rate.

In 2011-2012, the agreement calls for a soft freeze for the first six (6) months of the 2011-2012 school year. Employees will receive a step increase effective July 1, 2011. All employees will receive a 2.75% increase effective January 1, 2012.

The agreement calls for replacing the merit pay benefit with a pay for performance plan. Both parties entered into a memorandum of understanding to develop a pay for performance plan during the latter part of the 2011-2012 school year.

The employer contribution for medical insurance for employees working 40 hours per week was increased to $550.00 for 2010-2011 and $595.00 for 2011-2012. Employees working 30-39 hours per week will receive $412.50 and $426.25 for the 2010-2011 and 2011-2012 school year respectively. Employees working 20-29 hours per week will receive $275.00 and $297.50 for the 2010-2011 and 2011-2012 school year respectively.
Employees working 40 hours per week will receive a VEBA benefit of $650 per year. The VEBA benefit will be $487.50 and $325.00 for employees working 30-39 hours/week and 20-29 hours/week respectively.

We would like to acknowledge the Kids & Company/Stepping Stones leadership who worked on this agreement: Leif Grina, Jon Smart, D’Lisa Campbell, Kim Hessian, Rae Ann Berg-Karas, Louise Miller, and David Sundeen. Additionally, we would like to thank the Classified Negotiation Committee School Board Members for their leadership and support: Wendy Donovan, Irma McIntosh Coleman, and Warren Goodroad.

**Supporting Documents**
Service Employees International Union Local 284, Kids & Company/Stepping Stones Agreement Wage and Benefit Proposal

Service Employees International Union Local 284, Kids & Company/Stepping Stones Agreement Cost Summary

Service Employees International Union Local 284, Kids & Company/Stepping Stones Agreement Employee Contract 2010-2012

District Employee Contracts are available on the District website at: [http://www.hopkins.k12.mn.us/servicesdepartments/human-resources/employment-information/district-employee-contracts](http://www.hopkins.k12.mn.us/servicesdepartments/human-resources/employment-information/district-employee-contracts)
Wage & Benefit Proposal
December 5, 2011
2 year agreement (July 1, 2010 – June 30, 2012)

Benefits*:
Medical Insurance:
Year 1
40 hours/week: $550.00
30-39 hours/week: $412.50
20-29 hours/week: $275.00

Year 2
40 hours/week: $595.00
30-39 hours/week: $446.25
20-29 hours/week: $297.50

Dental Insurance:
Year 1 and Year 2
40 hours/week: $34.00
30-39 hours/week: $25.50
20-29 hours/week: $17.00

VEBA:
Year 1
40 hours/week: $650.00
30-39 hours/week: $487.50
20-29 hours/week: $325.00

*See addendum A

Severance: No change from previous agreement

Wages, Year 1:
- No step movement, 0% increase
- 1% increase for employees at the top step of each classification
- Responsibility and Stepping Stones Stipend: no change from Blue Book
- Longevity: no change from Blue Book

Market Adjustment
- Class 2: Drop the $13.65 rate at Step 4, and start the schedule at $14.20
- Class 3: Drop the three rates $10.14, $10.42, and $10.73, and start the schedule at $11.06
- Class 3: Add a step at the top with an hourly rate of $13.15

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<tr>
<th>Hourly Rates</th>
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**Wages, Year 2**
- 2.75% increase for all employees effective January 1, 2012
- Step movement for those moving through the schedule effective July 1, 2011
- Responsibility and Stepping Stones Stipend: no change from Blue Book
- Longevity: no change from Blue Book
- Memorandum of Understanding to establish performance based pay model by May 1, 2012 (see attached)
ADDENDUM A

The benefit structure reflects the following changes to the structure:

- The previous benefit of pro-rating employees who have between 30 and 39 hours changed to a 75% of the premium dollar cap. Employees participating at this level will see a reduction in this benefit as a result of this contract.
- The chance to participate in the insurance program was added to those working between 20 and 29 hours to reflect the opportunities afforded to the paraprofessionals. A 50% of the premium dollar cap is provided.

The change reflects a lowering of the benefit for the 30-39 hour employees and balances this with the addition of a contribution for those working 20-29.

The previous experience in the groups that have benefits at this level is that a minimal amount of participation was experienced (1 member in each bargaining group who has this structure).

The costing structure can show a range for this. The range can be a costing rate that is below 0% if no new participants enroll and those taking benefits above 30 hours continue their participation. The range could be an additional 3% to the contract should all 20 hour employees participate. Again, the past history and experience over the years with the groups who have this structure reflect minimal impact.
## Cost Summary 2010-2011 to 2011-12
### Community Education Employees - Appendix A

<table>
<thead>
<tr>
<th>Current Model</th>
<th>2009-10</th>
<th>Year 1: 2010-11</th>
<th>Year 2: 2011-12</th>
<th>Over 2 Yrs.</th>
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<td>alt Equity Pay</td>
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<td>Base Pay</td>
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<td>Additional Responsibility Stipend</td>
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<td><strong>Subtotal - Appendix A - Section I Compensation</strong></td>
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<td>1,876,711</td>
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<td>Number of FTEs - Appendix A</td>
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<td><strong>Average Salary / FTE - Appendix A</strong></td>
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<td>Dental</td>
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<td>Long-Term Disability</td>
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<td>Term Life Insurance</td>
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<td>Workman's Compensation</td>
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<td>133,716</td>
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<td><strong>Subtotal - Appendix A - Section 1 Benefits</strong></td>
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<td>657,230</td>
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<td><strong>Subtotal D-Total CE Comp &amp; Ben (AFTER Equity Pay)</strong></td>
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<td>2,533,941</td>
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<td>1.33%</td>
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<td><strong>One-Time Fund Balance:</strong></td>
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<td>FICA on Bonus</td>
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<td>PERA on Bonus</td>
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<td><strong>Total One-Time Fund Balance</strong></td>
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<td><strong>Subtotal F - One-Time Fund Balance</strong></td>
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<td><strong>GRAND TOTAL-Subtotal D and F (AFTER Equity Pay)</strong></td>
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<td>2,533,941</td>
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<td>1.33%</td>
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AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT
No. 270

and

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 284
(Kids & Company/Stepping Stones)

Effective dates:
July 1, 2010 – June 30, 2012
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<td>30 Duration and Pledge</td>
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This AGREEMENT, entered into on the 22nd day of December, 2011 between Independent School District No. 270, hereinafter called the EMPLOYER, and Service Employees International Union, Local 284, hereinafter called the UNION, has as its basic objective the promotion of the responsibilities of the EMPLOYER for the public good.
ARTICLE 1. PURPOSE.

The UNION and the EMPLOYER agree that the purpose for entering into the AGREEMENT is to:

1.1 establish the foundation for a harmonious and effective relationship;

1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;

1.3 specify the full and complete understanding of the parties; and

1.4 place in written form the agreed upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION.

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employees in the following unit:

All educational Kids & Company/Stepping Stones employees of Independent School District No. 270, Hopkins, Minnesota, who work for more than eight (8) hours per week and for more than sixty-seven (67) work days per year, excluding supervisory employees, confidential employees, students, and all other employees.

2.2 Job assignments which are within the bargaining unit and covered by this AGREEMENT are as follows: (see Article 9 for Job Classifications)

Kids & Company Lead Supervisor
Kids & Company Activity Supervisor
Kids & Company Special Needs Activity Supervisor
Kids & Company Activity Assistant
Stepping Stones Lead Teacher
Stepping Stones Teacher
Stepping Stones Assistant Teacher

2.3 In the event there is a dispute as to whether a particular employee position is to be included or excluded from the employee's appropriate unit, either party to this agreement may institute proceedings before the Bureau of Mediation Services pursuant to the Minnesota Public Employment Labor Relations Act (PELRA).

ARTICLE 3. SCOPE OF AGREEMENT.

It is the intention of the UNION and the EMPLOYER that the coverage of this AGREEMENT is limited to the "terms and conditions of employment," defined as:
"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not intended to be in conflict with any statute of the State of Minnesota or rule or regulation promulgated there under.

ARTICLE 4. EMPLOYER RIGHTS.

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

4.2 Any "term or condition of employment" not explicitly established by this AGREEMENT shall remain with the EMPLOYER to establish, modify, or eliminate by reasonable work rules, policies and procedures.

ARTICLE 5. UNION RIGHTS.

5.1 The EMPLOYER shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted to the UNION as established by the Director of Business Affairs.

5.2 The EMPLOYER shall notify the UNION in writing of new employees.

5.3 The Business Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where employees covered by this AGREEMENT are working upon notification to the Human Resources Administrator.

5.4 The EMPLOYER shall not enter into any agreement with employees which conflicts with the terms and conditions of this AGREEMENT.

5.5 The UNION may designate employees from the bargaining unit to act as Representatives and shall inform the EMPLOYER in writing of the names of such Representatives and of successors when so named. Employees so designated shall have the duties and responsibilities established by ARTICLE 26 (GRIEVANCE PROCEDURE).

ARTICLE 6. POSTING OF VACANCIES AND PROBATIONARY PERIOD.

6.1 The EMPLOYER and the UNION agree that job classification vacancies should be filled based on the concept of promotion from within, provided that applicants
have the necessary qualifications to meet the standards of the vacancy and have the ability to perform the duties and responsibilities of the vacancy.

6.11 New positions and vacant positions shall be posted by the EMPLOYER for a period of at least seven (7) consecutive calendar days.

6.111 The notice of posting shall be made on the EMPLOYER’S website and emailed to Kids & Company/Stepping Stones supervisors for distribution to employees.

6.112 The notice of posting shall include a description of the position’s duties and responsibilities, its location, and its approximate hours of work.

6.113 When summer opportunities become available for Kids & Company and Stepping Stones employees, employees will be considered for openings in the positions by submitting an internal application. Employees will be asked their first, second, and third preferences and will be placed in a summer position based on program needs, qualifications, abilities, work performance, and seniority.

6.12 Vacancies shall be filled based on an applicant’s qualifications, abilities, work performance, and seniority. Applicants must meet the minimum qualifications in order to be considered. The EMPLOYER shall have the right to fill vacant positions during the posting procedure by a “temporary” assignment or by the employment of “temporary” personnel.

6.2 All individuals who are original hires or rehires shall serve a probationary period of sixty continuous working days. A thirty-day extension of the probationary period may be approved by mutual consent of the EMPLOYER and UNION.

6.21 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification duties and responsibilities.

6.22 The employee’s performance shall be reviewed with her/him after three months and before the end of the sixth month of the probationary period.

6.23 At any time during the probationary period an employee may be terminated at the discretion of the EMPLOYER without recourse to the provisions of ARTICLE 26 (GRIEVANCE PROCEDURE). Employees terminated during the probationary period shall receive a written notice of such termination.
6.3 The Kids & Company Manager shall be responsible for determining rate of pay, presenting the offer, and providing new employee orientation to individuals who are original hires or rehires.

ARTICLE 7. HOURS OF WORK.

7.1 The normal work day shall be a maximum of eight (8) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period.

7.2 The normal work week shall be a maximum of five (5) consecutive normal work days in a calendar week.

7.3 The work year shall be established by the EMPLOYER and assigned to employees.

7.4 The scheduled hours per normal work day shall be established by the employee’s immediate supervisor.

7.5 Nothing in this AGREEMENT shall be construed as and is not a guarantee of any hours of work per normal work day or work week.

7.6 Hours worked in excess of forty (40) in a normal work week shall be compensated at the rate of one and one-half (1-1/2) the employee’s hourly rate of pay or shall receive compensatory time at the rate of one and one-half (1-1/2) times subject to the request of the employee and approval of the immediate supervisor. Overtime shall be reported to the immediate supervisor on a weekly basis.

7.7 When school is closed for students due to inclement weather or emergency conditions, Kids & Company/Stepping Stones employees shall report to work unless otherwise notified by the EMPLOYER. A Kids & Company/Stepping Stones employee unable to report to work may make up lost work time by using a personal day, a vacation day, a non-contract day, or be subject to a salary deduction.

ARTICLE 8. EMPLOYMENT STATUS.

8.1 Full-time employees are defined as individuals assigned to a job classification or classifications, scheduled for a normal work week of thirty (30) hours or more, and are compensated at a basic hourly rate as established by ARTICLE 9.

8.2 Part-time employees are defined as individuals assigned to a position that is scheduled for a normal workweek of less than thirty (30) hours, and compensated at an hourly rate for all hours worked.
8.3 Full-time and part-time employees shall be subject and entitled to all “terms and conditions of employment” to the extent established by this AGREEMENT.

ARTICLE 9. JOB CLASSIFICATIONS AND COMPENSATION.

9.1 Job Classifications. Personnel shall be hired for and assigned to the following job classifications. Positions will have uniform job descriptions for all schools.

Kids & Company Positions
Class 1 – Kids & Company Lead Supervisor
The Lead Supervisor is the primary person at the site level responsible for the overall implementation of the Kids & Company Program.

Class 2 – Kids & Company Activity Supervisor/Special Needs Activity Supervisor
The Activity Supervisor is responsible for the implementation of the Kids & Company Program at the site level.

Class 3 – Kids & Company Activity Assistant
The Activity Assistant assists in the implementation of the Kids & Company program and the supervision of children at the site level.

Stepping Stones Positions
Class 1 – Stepping Stones Lead Teacher
The Lead Stepping Stones teacher is the primary person at the site level that is responsible for the overall implementation of the program including setting up and leading classroom activities, supervising children, keeping accurate records, and directing teachers and assistants assigned to the classroom.

Class 2 – Stepping Stones Teacher
The Stepping Stones teacher sets up and leads classroom activities, supervises children, and directs any assistant or volunteer assigned to the classroom.

Class 3 – Stepping Stones Assistant Teacher
The Stepping Stones Teaching Assistant assists in the implementation of the Stepping Stones program and the supervision of children in the classroom.

9.2 Wage Rates.

9.21 The basic hourly wage rate for full-time and part-time employees shall be as follows:
2010-2011 Wages

Hourly Rates

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<tr>
<th>Step</th>
<th>Step St.</th>
<th>Lead Sup.</th>
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Hard Freeze for employees moving through the salary schedule.

1% increase for employees at the top of the salary schedule.

Market Adjustment:
Class 2: Drop the $13.65 rate at Step 4, and start the schedule at $14.20

Class 3: Drop the three rates $10.14, $10.42, and $10.73, and start the schedule at $11.06

Class 3: Add a step at the top with an hourly rate of $13.15

2010-2011 Longevity

Full-time Lead Supervisors, Stepping Stones Lead Preschool Teachers, Activity Supervisors, and regular Stepping Stones Preschool Teachers shall earn career step increases for continuous service in the Hopkins School District as follows:

After 12 yrs - $1,500
After 16 yrs - $2,500
After 20 yrs - $3,500
### 2011-2012 Wages: July 1, 2011- December 31, 2011 (0% increase)

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### 2011-2012 Wages: January 1, 2012 – June 30, 2012 (2.75% increase)

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2011-2012 Longevity

Full-time Lead Supervisors, Stepping Stones Lead Preschool Teachers, Activity Supervisors, and regular Stepping Stones Preschool Teachers shall earn career step increases for continuous service in the Hopkins School District as follows:

After 12 yrs - $1,500
After 16 yrs - $2,500
After 20 yrs - $3,500

9.3 Compensation. Compensation shall be based on an employee’s job classification, employment status, and hours worked.

9.31 An employee covered by this Agreement, who is employed in another position in the School District covered by a Local 284 Master Agreement, will be eligible for health and dental benefits for the total number of regularly scheduled hours within the School District covered by a Local 284 Master Agreement. The Master Agreement under which the employee works the most regularly scheduled hours will dictate the health and dental benefits. If an employee is regularly scheduled equal hours in each position, the employee will have the opportunity of choosing, in writing, which benefits will be provided.

9.33 An employee who substitutes for another employee at a higher classification for more than three (3) days shall be entitled to receive the rate of pay associated with the higher classification. The higher rate of pay shall be paid from the fourth (4th) day until the absent employee returns to duties or is replaced.

9.34 Paid Education: Any employee who is required by the District to attend an education session shall be paid according to the provisions of this Master Agreement.

9.4 Pay Days. Employees shall receive checks twice monthly according to the District’s payroll schedule. The total annual earnings of each employee will be based on total hours worked and recorded in the District’s time and attendance system. Fringe and union dues deductions for the fiscal year will be divided equally among the available paychecks.

9.41 New employees will receive an initial paycheck on the 15th or 30th of the month following beginning of employment after July 1.

9.41.1 Employees will clock in and out on the District’s time and attendance system daily. Time sheets shall be approved by the employee weekly. Any time worked beyond the assigned schedule will require approval from the direct supervisor.
9.5 **Wage Advancement Eligibility.** Employees employed before January 1st shall be assigned the preceding July 1st as their anniversary date. Employees employed on or after January 1st shall be assigned the succeeding July 1st as their anniversary date.

9.6 **School Closing.** When Kids & Company/Stepping Stones employees are not required to work or are dismissed early by the EMPLOYER due to inclement weather or emergency closing, staff regularly scheduled for work shall suffer no loss in pay. Kids & Company/Stepping Stones employees directed to perform duties in handling emergency situation shall receive compensatory time for hours worked.

**ARTICLE 10. SICK LEAVE.**

It is essential that Kids & Company/Stepping Stones employees be at work because absences place a burden on co-workers and cause service efficiency to suffer. There will be occasions when Kids & Company/Stepping Stones employees will not be able to work because of illness or injury, family illness, funeral leave, and essential business/emergency leave. Any time away from work should be limited to the time absolutely required. Arrangements should be made, whenever possible, to conduct personal business outside of the normal work day. If an employee must miss work it is the responsibility of the employee to personally notify the employee’s supervisor in a timely manner of the need and reason for the absence.

10.1 Full time employees shall earn one (1) day of sick leave per each full month of employment. Earned sick leave may accumulate to an unlimited amount.

10.11 **Part time Employees:**
Part time employees working at least 15 but less than 30 regularly scheduled hours per week shall receive three (3) days of sick leave per year. Part time employee working at least 8 but less than 15 regularly schedule hours per week shall receive two (2) days of sick leave per year.

10.2 **Use of Sick Leave.**

10.21 Accumulated sick leave may be used for absences from work necessitated by illness or injury. For compensation purposes, when the use of sick leave is approved, employees will be considered to have worked their normal work day.

10.22 The use of accumulated sick leave in excess of three (3) consecutive work days or the repeated and systematic use of sick leave may require medical verification of the illness or injury at the discretion of the Human Resources Employment Specialist or designee.
10.23 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of ARTICLE 22 (UNPAID LEAVES OF ABSENCE).

10.24 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by the provisions of ARTICLE 25 (DISCIPLINE AND DISCHARGE).

10.3 **Notification.** Employees unable to report for their normal work day shall notify their supervisor prior to their scheduled starting time. Employees returning to work from a long-term illness, more than three (3) days, shall notify their supervisor at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).

**ARTICLE 11. ASSAULT-BATTERY LEAVE.**

11.1 A Kids & Company/Stepping Stones employee who is unable to perform duties and responsibilities because of an injury which occurs during the duty day as a result of a student assault-battery shall be guaranteed by the school district the Kids & Company/Stepping Stones employee's basic salary schedule daily income without sick leave deduction to a maximum of thirty (30) duty days. Contributions to this pay guarantee may come from the school district, insurance carrier, or any other liable third party.

**ARTICLE 12. FAMILY ILLNESS LEAVE.**

12.1 Employees may use up to a maximum of five (5) days of accumulated sick leave, if necessary, to provide care because of serious illness to an employee's spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, guardian, or any other person living in the employee's household for whom the employee is the sole source of support. Requests must be made to the employee's supervisor using the District's electronic time off request system. Said requests must set forth the basis for the requested leave of absence.

12.2 For compensation purposes, when family illness leave is approved, employees will be considered to have worked their normal workday.

12.3 **Ill Children.** Sick leave shall be allowed for the care of an employee's sick or injured child as provided by Statute. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school. Sick leave will be governed by the employee's accumulated sick leave.
12.4 In unusual circumstances, two additional days of accumulated sick leave may be approved as determined by the Director of Community Education, or designee.

ARTICLE 13. FUNERAL LEAVE.

13.1 Employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, to attend a funeral in the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step child, step parent, guardian, uncle, niece, nephew, aunt, or any other person living in the employee's household for whom the employee is the sole source of support.

13.2 For compensation purposes, when funeral leave is approved, employees will be considered to have worked their normal workday.

13.3 In unusual circumstances, two additional days of accumulated sick leave may be approved as determined by the Director of Community Education, or designee.

ARTICLE 14. PERSONAL LEAVE.

14.1 Full-time employees may use up to a maximum of two (2) days of leave per year, if necessary, to conduct personal business or to be absent for an event which is important to the employee which can be conducted only during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Director of Community Education, or designee.

14.11 A full time employee who does not use all of his/her personal leave days during the fiscal year may carry over unused days to a maximum of four (4) days.

ARTICLE 15. JURY DUTY LEAVE.

15.1 All employees with regularly scheduled hours called for jury duty shall be compensated for the difference between the jury duty per diem and the employee's basic rate of pay, not to exceed thirty (30) normal working days. Employees not selected for a jury or discharged from a jury, shall report to work if directed by their supervisor.

ARTICLE 16. CHILD CARE LEAVE.

16.1 In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified disabled, such employee may utilize
disability/sick leave benefits for which such employee is eligible in accordance with applicable law. Thereafter, an employee may request an unpaid child care leave. However, if an employee requests a child care leave prior to the time that her physician certifies her disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery. An employee on child care leave shall not be entitled to receive any compensation or sick leave pay from the school district.

The school district may grant, upon request of an employee, an unpaid child care leave of absence for the care of a natural or adopted child. A pregnant employee shall notify, in writing, the Human Resources Employment Specialist and her supervisor, not later than the sixth month of pregnancy, of her intentions to take child care leave. Such notice shall include the proposed time period for such leave; a physician's statement indicating the estimated date of delivery; and the employee's intention to work up until her certified disability date. An employee requesting a child care leave for the care of an adopted child shall give notice at least 3 months prior to the estimated placement date, if possible.

ARTICLE 17. DISASTER LEAVE
Additional sick leave benefits shall be granted to any employee who has exhausted accumulated sick leave benefits if such employee has been continuously disabled and unable to work for a period of thirty (30) consecutive duty days as certified by a physician. Additional sick leave benefits shall also be granted for a subsequent absence during the same duty year due to the same medical condition. After completion of the thirty (30) duty day waiting period such additional sick leave benefits shall commence as the duty day immediately following the last day of regular sick leave payment.

Additional sick leave shall continue only for the period during which the employee remains continuously disabled and unable to work and shall cease on the sixty-first (61) day of the disability of which time the employee becomes eligible for long-term disability insurance.

ARTICLE 18. INSURANCE:

18.1 **Hospital-Medical Insurance.** Full-time and part-time employees may participate in the hospital-medical insurance program subject to the conditions established by the contract between the EMPLOYER and an insurance carrier.

18.2 **District Health Insurance Contribution:** Employees electing to participate in the insurance program shall indicate their intent by submitting a payroll deduction authorization to the Human Resources Office. The Employer shall contribute the following sums per month toward the premium cost for employees who are eligible and enrolled in a District approved health insurance program based on the following regularly scheduled hours.
A. Full-time employees (40 hours per week): Effective July 1, 2010, the EMPLOYER will contribute five-hundred-fifty dollars ($550) per month toward health-medical coverage. Effective July 1, 2011, the EMPLOYER will contribute five-hundred-ninety-five dollars ($595) per month toward health-medical coverage.

B. Full-time employees (30-39 hours per week): Effective July 1, 2010, the EMPLOYER will contribute four-hundred-twelve dollars and fifty cents ($412.50) per month toward health-medical coverage. Effective July 1, 2011, the EMPLOYER will contribute four-hundred-forty-six dollars and twenty-five cents ($446.25) per month toward health-medical coverage.

C. Part-time employees (20-29 hours per week): Effective July 1, 2010, the EMPLOYER will contribute two-hundred-seventy-five dollars ($275.00) per month toward health-medical coverage. Effective July 1, 2011, the EMPLOYER will contribute two-hundred-ninety-seven dollars and fifty cents ($297.50) per month toward health-medical coverage.

D. Premium cost in excess of the Employer's contribution established by this Article shall be paid by the individual employee through payroll deduction.

18.3 Employees shall have the right to continue to participate in the group hospital medical insurance program established by this Article pursuant to MN.Statute 471.61. Employees participating shall pay the cost of the single or dependent coverage that is not covered under Article 21.32, whichever is applicable.

18.4 Employees working less than 20 hours per week and casual employees shall not be eligible for the hospital-medical insurance benefits established by this Article.

18.5 Dental Insurance

A. Full-time employees (40 hours per week): The EMPLOYER will contribute thirty-five dollars ($35) per month toward dental coverage.

B. Full-time employees (30-39 hours per week): The EMPLOYER will contribute twenty-six dollars and twenty-five cents ($26.25) per month toward dental coverage.

C. Part-time employees (20-29 hours per week): The EMPLOYER will contribute seventeen dollars and fifty cents ($17.50) per month toward dental coverage.
An eligible employee may purchase a family dental plan by paying the difference between the single and family premium. Such payments will be made by payroll deduction.

Employees working less than 20 hours per week and casual employees shall not be eligible for the dental insurance benefits established by this Article.

18.6 **VEBA Contribution**

A. Full-time employees who work 40 hours per week and who elect to enroll in the EMPLOYER’s high-deductible, health insurance plan shall receive a contribution of six-hundred-fifty dollars ($650) to a Voluntary Employees' Beneficiary Association (VEBA) account which will be established by the EMPLOYER. The contributions to the VEBA account shall be available to the Employee for payment of Employee medical expenses.

B. Full-time employees who work between 30-39 hours per week and who elect to enroll in the EMPLOYER’s high-deductible, health insurance plan shall receive a contribution of four-hundred-eighty-seven dollars and fifty cents ($487.50) to a Voluntary Employees' Beneficiary Association (VEBA) account which will be established by the EMPLOYER. The contributions to the VEBA account shall be available to the Employee for payment of Employee medical expenses.

C. Part time employees who work between 20-29 hours per week and who elect to enroll in the EMPLOYER’s high-deductible, health insurance plan shall receive a contribution of three-hundred-twenty-five dollars ($325) to a Voluntary Employees' Beneficiary Association (VEBA) account which will be established by the EMPLOYER. The contributions to the VEBA account shall be available to the Employee for payment of Employee medical expenses.

18.7 **Term Life Insurance.**

The Term Life Insurance Program will provide term insurance for eligible full-time employees (30 hours or more per week) subject to conditions as agreed upon between the Employer and the insurance carrier.

18.71 The Employer will contribute the full monthly premium cost of the term life insurance program.

18.72 During the first twelve (12) years of continuous employment, the amount of coverage shall be an amount which equals, to the nearest 1,000 dollars, an employee's estimated annual salary income as of September 1 of each work year.
18.73 Beginning with the thirteenth (13th) year of continuous employment and thereafter, the amount of coverage shall be an amount which doubles to the nearest $1,000 dollars an employee's estimated annual salary income as of September 1 of each work year.

18.74 Acceptance of this benefit is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept it.

18.8 **Long Term Disability.**

The long term disability insurance program will provide disability insurance for eligible full-time employees (30 hours or more per week), subject to the conditions agreed upon between the EMPLOYER and the insurance carrier.

18.81 The Employer will contribute the full monthly premium cost of the long term disability program.

18.82 Income for the purposes of long term disability benefits is defined as the monthly income of an employee as of September 1 as established by Article 9.2 of this agreement.

18.83 An income benefit of sixty-six and two-thirds (66-2/3) percent of an employee’s normal income will commence following a sixty (60) working day waiting period.

18.84 Employees may elect to use accumulated sick leave at the rate of one-third (1/3) of a day to supplement the long-term disability benefit until accumulated sick leave is exhausted.

18.85 The acceptance of the long term disability insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided to eligible employees who choose not to participate.

18.9 **Flexible Benefit Plan:** The Employer will offer a flexible benefit plan pursuant to the provisions of Section 125 of the Internal Revenue Code.

**ARTICLE 19. HOLIDAYS.**

19.1 Ten (10) days during the work year shall be considered paid holiday for full-time employees assigned to a fifty-two (52) week normal work year. These holidays shall be:

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<th>Independence Day</th>
<th>Christmas Day</th>
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<tr>
<td>Labor Day</td>
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<td>Holiday</td>
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<tr>
<td>Thanksgiving Day</td>
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<td>Friday following Thanksgiving</td>
<td>Good Friday Day</td>
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<tr>
<td>Christmas Eve Day</td>
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19.2 The actual calendar day on which the holidays will be observed shall be established by the EMPLOYER for employees working a normal work week of Monday through Friday. Employees scheduled a normal work week other than Monday through Friday shall receive holidays for which they are eligible, scheduled at a time mutually convenient to the EMPLOYER and the employee.

19.3 All full time employees shall be granted one (1) floating holiday per contract year. The floating holiday shall be observed on days approved by the EMPLOYER.

**ARTICLE 20. VACATION**

20.1 Full-time employees shall earn vacation in accordance with the following schedule based on years of continuous service. For the purpose of determining years of continuous service, an employee’s payroll anniversary date as established by ARTICLE 9 (JOB CLASSIFICATION AND COMPENSATION) Section 9.5 will be used. Employees working less than a full year will earn prorated vacation.

During the first (1st) year of employment, five (5) days of vacation per year shall be earned provided the employee has completed the probationary period.

After completing the first (1st) year of continuous employment, ten (10) days of vacation per year shall be earned.

After completing four (4) years of continuous employment, fifteen (15) days of vacation per year shall be earned.

After completing ten (10) years of continuous employment, twenty (20) days of vacation per year shall be earned.

20.2 Full-time employees assigned to a work year of less than forty-eight (48) weeks and who are subsequently scheduled for a fifty-two (52) week work year shall be given continuous experience credit for the purposes of establishing vacation time based on the conversion of continuous full-time work weeks to a fifty-two (52) week work year.

20.3 Full time employees eligible for vacation shall be scheduled for a vacation during the work year with the approval of and at the discretion of the Director of Community Education or designee. The EMPLOYER is committed to helping and encouraging employees to use their vacation in the period that the vacation is earned. However,
employees may carry over any unused vacation days earned in a contract year into the first six months of the following contract year before vacation days are forfeited. In the event an employee’s request to use carried over vacation days is denied, the employee shall be allowed to use them in the next six months of the new contract year. Requests for unused, carried over vacation must be made prior to December 1.

20.4 Vacation shall be earned during a fiscal year period (July 1 – June 30).

20.5 For compensation purposes, employees on vacation will be considered to have worked their normal workday or days.

ARTICLE 21. SEVERANCE.

Employees shall earn severance in accordance with the following criteria:

21.1 A full-time (30 hrs. /wk. or more) employee with a total of twenty (20) years of continuous full-time service in the District and has accumulated a minimum of sixty (60) days of sick leave, shall earn twelve (12) months severance pay. An employee with fifteen (15) years of continuous full-time service in the District and has accumulated between thirty (30) and fifty-nine (59) days of sick leave, shall earn six (6) months severance pay.

21.2 To be eligible to receive severance, a Letter of Resignation shall be submitted by February 1st to the Director of Community Education to become effective at the end of that school year.

21.3 Severance shall be paid out in three (3) equal installments over a three-year period. The maximum annual exposure to the district for severance under this agreement shall be $100,000. In the event applications of eligible employees constitute a liability in excess of the limitation as contained in this section, the amount each employee would be eligible to receive shall be reduced in a proportionate share of the school district’s annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

21.4 The Board of Education may, at its discretion, defer or accelerate the use criteria for severance by up to two (2) years, provided that the benefits accrued by such employee shall not be reduced by the School Boards' action.

21.5 The District shall fulfill the benefit obligation to the Employee covered by the handbook who separate from employment and are eligible for a severance payment. The Employee must elect:
100% contribution to VEBA

21.6 If contribution to VEBA is the selected severance: In order to participate in the VEBA, the Employee must sign a “Participation Agreement.” The agreement will require the Employee to verify that only eligible expenses will be submitted for reimbursement.

21.7 Employees terminated “for cause” shall not be eligible for the severance benefit.

21.8 **Beneficiary.** In the event of the death of an eligible Employee prior to the full payment of retirement inducement benefit, the remaining benefit shall be made to the beneficiary designated by the Employee.

21.9 **Reemployment.** Employees reemployed by the Employer following separation shall be considered original hires.

21.10 **Health-Medical Insurance.**

Employees who are eligible for the severance inducement benefit as established by this ARTICLE may elect to continue to participate in the hospital-medical and dental insurance programs, as established by Article 18, pursuant to MN.Statute 471.61. Employees electing to participate shall pay the full monthly premium cost of coverage (single or family) for which the employee is eligible and enrolled.

21.11 **Post Severance Medical Fund**

The EMPLOYER will contribute $4,800.00 each year of this agreement to the post-severance medical fund.

Eligible employees will be able to use this fund to pay $100.00/month toward the District Medical Insurance Program.

When the set aside amount is exhausted, it is gone. Any dollars not used would roll to the next fiscal year. The annual contribution amount is not an ongoing District commitment, but will be negotiated with each master agreement.

**ARTICLE 22. UNPAID LEAVES OF ABSENCE.**

22.1 In the event it is necessary for full-time or part-time employees to be absent from work for a period in excess of five (5) normal working days, for a reason other than those provided by ARTICLES 10, 11, 12, 13, 14, 15, 16, or 20 a written request for an unpaid leave of absence must be made to the Superintendent at
least fourteen (14) calendar days prior to the effective date of the requested leave of absence.

22.2 In the event it is necessary for full-time or part-time employees to be absent from work for a period of five (5) normal work days or less, approval for such absence must be received from the employees' supervisor. Such absences shall be considered absences without pay.

22.3 During an unpaid leave of absence, employees shall earn no compensation or benefits established by this AGREEMENT.

22.4 Kids & Company/Stepping Stones employees on approved leave of absence established by Article 22 may elect to continue to participate in the hospital-medical and dental insurance program. An employee electing to participate shall pay the full monthly premium cost for which the employee is eligible and enrolled. Eligibility will be governed by the contract between the insurance carriers and the Employer.

22.5 Employees who are absent from work without an approved leave of absence will be subject to disciplinary action provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).

ARTICLE 23. PROFESSIONAL EXPENSE REIMBURSEMENT AND FLEXIBLE BENEFIT PLAN

23.1 Mileage Reimbursement: Mileage reimbursement shall be paid for authorized use of personal cars in connection with School District business in an amount as determined by the School District policy.

23.2 Tuition: The EMPLOYER shall provide tuition reimbursement for education necessary to an employee’s position that has been pre-approved in writing by the immediate supervisor, the Director of Community Education, and the Human Resources Employment Specialist.

23.3 Reimbursement of Professional Dues: The EMPLOYER shall reimburse dues for full-time employees that have been pre-approved in writing by the Director of Community Education, to professional organizations, directly related to the employees paid professional responsibilities. Reimbursement shall be to a maximum of $100 per employee per contract year.

23.4 Flexible Benefit Plan: The EMPLOYER will offer a flexible benefit plan to employees covered by this agreement pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan provides a system whereby employees may elect to allocate monies from their salary to be used for the reimbursement of medical, vision, dental, and childcare expenses.
ARTICLE 24. SENIORITY AND LAY-OFF

24.1 Seniority Definition. Seniority shall be defined as the length of continuous service with the EMPLOYER as an employee in a job classification covered by this AGREEMENT.

24.2 Seniority List. The EMPLOYER shall maintain a district-wide seniority list of all employees covered by this AGREEMENT. The list will be updated as necessary and posted December 1st of each year. The seniority list shall include the name of the employee, job classification, building assignment and assigned hours of employment of each employee covered by this AGREEMENT.

24.3 Termination of Seniority. An employee’s seniority shall terminate when an employee is separated from employment as provided by ARTICLE 21 (SEPARATION).

24.4 Break in Seniority. Seniority shall not accrue under the following conditions:

   24.41 During the period of suspension as provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).

   24.42 During the period of a lay-off as provided by Section 24.6 of ARTICLE 24 (SENIORITY AND LAY-OFF).

   24.43 During the period of an unpaid leave of absence as provided by ARTICLE 22 (UNPAID LEAVE OF ABSENCE), excluding a leave granted for reasons of a long-term injury or illness during which seniority shall accrue.

24.5 Uses of Seniority. Seniority shall have application to the following terms and conditions of employment:

   24.51 Progression on the Schedule of Hourly Rates as provided by Sections 9.1 and 9.2 of ARTICLE 9 (JOB CLASSIFICATIONS, COMPENSATION, AND VACANCIES).

   24.52 The order of layoffs as provided by Section 24.6 of ARTICLE 24 (SENIORITY AND LAY-OFF).

   24.53 As one (1) criteria in considering applicants for new positions or vacant positions as provided by ARTICLE 6 (POSTING OF VACANCIES..).

24.6 Staff Reduction

   If in the judgment of the employer it is necessary to reduce the work force, employees may be laid off.
24.62 Full-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior full time person in the affected employee's classification or the least senior full time employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or the least senior employee in a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and affected employees shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff. This process will continue until the least senior employee in Class II is placed on layoff or a senior employee has accepted layoff.

24.621 Part-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment
Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

24.622 **Seniority Lists.** Full-time and Part-time Seniority Lists shall be developed and posted by the EMPLOYER.

24.63 Full-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, Kids & Company/Stepping Stones employees shall file their name, address, and phone number with the School District Human Resources Office for the purpose of recall notice. Employees shall notify, in writing, the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior employee and it shall be the responsibility of the senior employee to respond within a fourteen (14) calendar day period if the employee wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the employee's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

24.631 Part-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, Kids & Company/Stepping Stones employees shall file their name, address, and phone number with the School
District Human Resources Office. Employees shall notify the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior employee and it shall be the responsibility of the senior employee to respond within a fourteen (14) calendar day period if the employee wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the employee's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

24.64 **Termination of Rights.** An employee's seniority rights and reinstatement rights, if any, shall terminate upon the earliest of the following events:

Discharge;

Failure to return at the expiration of an approved leave of absence without evidence of just cause;

Failure to give written notification to the School District of an interest in reinstatement to a position within the timelines prescribed within this Article;

Failure to give written acceptance of a position following a recall offer.

**ARTICLE 25. DISCIPLINE AND DISCHARGE.**

25.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause.

25.2 Disciplinary actions by the EMPLOYER may include any of the following actions based on the severity of the cause:

<table>
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<th>Oral reprimand</th>
<th>Suspension</th>
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<tbody>
<tr>
<td>Written reprimand</td>
<td>Discharge</td>
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25.3 The suspension or discharge of an employee may be processed through the procedures of ARTICLE 26 (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within seven (7) calendar days of its occurrence, this right of appeal is waived.
25.4 The employer has the duty to notify employee of the right to Union Representation prior to all termination meetings.

**ARTICLE 26. GRIEVANCE PROCEDURE.**

26.1 A grievance, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT. The following procedure is established for the purpose of resolving such grievances with equity and dispatch.

26.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with employee duties and responsibilities. The Representative involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Representative and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the educational programs of the EMPLOYER.

26.3 Grievances shall be resolved in conformance with the following procedure.

**Step 1.** Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

**Step 2.** Within ten (10) calendar days following receipt of a grievance referred from Step 1, the Human Resources Employment Specialist, or designee, shall meet with the UNION Business Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting the Human Resources Employment Specialist or designee shall reply in writing to the UNION stating the EMPLOYER's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 3. Any grievance not referred in writing by the UNION to Step 3 within ten (10) calendar days following receipt of the Human Resources Employment Specialist’s answer shall be considered waived.
Step 3. If the grievance remains unresolved, the UNION may within ten (10) calendar days after the response of the Human Resources Employment Specialist or designee, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) calendar day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The party to strike the first name will be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.

26.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION, and the employees.

26.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

26.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

ARTICLE 27. HEALTH REQUIREMENTS.

27.1 All employees will be required to furnish evidence of good health as may be required by State Statutes or by Rules or Regulations promulgated there-under.
ARTICLE 28. SEVERABILITY.

28.1 In the event that any provision(s) of this AGREEMENT is declared by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

28.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

ARTICLE 29. WAIVER.

29.1 The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.

29.2 Therefore, the EMPLOYER and the UNION for the duration of this AGREEMENT agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment either specifically covered or not specifically covered by this AGREEMENT.

29.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE 30. DURATION AND PLEDGE.

30.1 This AGREEMENT shall become effective on July 1st, 2010, provided otherwise herein, and shall remain in effect through June 30, 2012, and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

30.2 Either party desiring to change or terminate this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in 30.1 of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedure as a proposed change.
30.3 In consideration of the terms and conditions of employment established by this AGREEMENT and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of this agreement:

30.31 The UNION and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful, and proper performance of their duties of employment.

30.32 The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

30.4 The provisions of this agreement shall be applied to all Kids & Company/Stepping Stones employees equally without favor for or against any employee because of race, color, creed, national origin, sex, marital status, age, or because of membership or non-membership in the Union.

The Union and the Kids & Company/Stepping Stones employees covered by this Agreement shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the EMPLOYER, and the general public.
AGREED TO this 22nd day of December, 2011, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the EMPLOYER and the UNION.

FOR THE EMPLOYER:                       FOR THE UNION

___________________________________________________________
Chairperson                             Business Representative

____________________
Superintendent                          Steward

____________________
Assistant Superintendent            Steward

____________________
Director of Business Services            Committee Member