

**MASTER AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT #6070  
ITASCA AREA SCHOOLS COLLABORATIVE**

**and**

**MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
LOCAL UNION NO. 498**

**INVEST EARLY GRANT EMPLOYEES ONLY**

**July 1, 2016 through June 30, 2019**

**Subject to grant restrictions. If the grant should end, cease or be restricted,  
the terms of this agreement and the agreement itself will become inoperative.**

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## AGREEMENT

### ARTICLE I PURPOSE

#### Section 1. Parties:

This Agreement is entered into between Independent School District #6070, Itasca Area Schools Collaborative, hereinafter referred to as Itasca Area Schools Collaborative board, and Minnesota Council 65, AFSCME, AFL-CIO, Local Union #498, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all employees who are covered by this bargaining Agreement during the duration of this Agreement.

### ARTICLE II RECOGNITION

#### Section 1.

With reference to PELRA, Itasca Area Schools Collaborative board recognizes Local Union No. 498, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District # 6070, Itasca Area Schools Collaborative, who are not required to be certified by the State Board of Education, whose employment service exceeds the lesser of fourteen (14) hours per week or 35 percent of the normal work week and more than 67 work days per year, in a single classification, excluding licensed, supervisory and confidential employees.

#### Section 2.

The exclusive representative shall represent all such employees of the Itasca Area Schools Collaborative board contained in the appropriate unit as defined in ARTICLE III, Section 2 of this Agreement and PELRA.

### ARTICLE III DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than Itasca Area Schools Collaborative board payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the Itasca Area Schools Collaborative board personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. School District:** For purpose of administering this Agreement, the term "School District" shall mean the Itasca Area Schools Collaborative board or its designated representative.

**Section 3. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### **Section 4. Definitions of Employees:**

- A. **Full-time Employee:** Grade 1 – 1267 hours per year  
Grade 2 – 1645 hours per year

- B. **Part-time Employee:** An employee who normally works less than the full time schedule. Proration based on the schedule stated in 'A' segment of this section.

#### **ARTICLE IV ITASCA AREA SCHOOLS COLLABORATIVE BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the Itasca Area Schools Collaborative board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the Itasca Area Schools Collaborative board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. 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 Itasca Area Schools Collaborative board and shall be governed by the laws of the State of Minnesota, and by Itasca Area Schools Collaborative board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the Itasca Area Schools Collaborative board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Itasca Area Schools Collaborative board insofar as such rules, regulations, directives and orders are not inconsistent with, or alter any of, the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 to 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 School District.

**Section 3. Request for Dues Check off:** In recognition of the Union as the exclusive representative:

**Subd. 1.** The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and the Union; and the deduction shall commence 30 working days after initial employment

with the Employer. In order to qualify as a Union approved deduction, a minimum of 10 employees must request such deduction.

**Subd. 2.** The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of names of the employees from whose wage deductions were made along with other pertinent employee information necessary for the collection and administration of Union dues preferably in an Excel formatted report that may be electronically transmitted or by US Mail.

**Subd. 3.** The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via US Mail.

**Section 4. Fair Share/Agency Fee:** The Union may collect an agency fee or fair share fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union; however, any such fees so collected by the Union will be accomplished in accordance with the applicable terms of Minn. Stat. Section 179A.06, Subd. 3.

**Section 5. Hold Harmless Agreement:** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

## **ARTICLE VI** **RATES OF PAY**

### **Section 1. Rates of Pay:**

**Subd. 1.** The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2016 to June 30, 2019.

**Subd. 2.** During the duration of this Agreement, advancement on any salary schedule 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 his current rate until a successor Agreement is entered into.

## **ARTICLE VII** **GROUP INSURANCE**

**Grade 1 position benefits are prorated based on a 1267 hr/yr position.**

**Grade 2 position benefits are prorated based on a 1645 hrs/yr position.**

No employee shall receive more than 1.0 FTE benefits per year.

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

### **Section 2. Establishment of VEBA with Health Reimbursement Arrangement for Active Employees**

**Section 1a. Establishment of VEBA:** Effective September 1, 2005, Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA APPENDIX D, to all

qualified bargaining unit members [and eligible retirees] who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in VEBA APPENDIX D. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an "FSA"), the Employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second. Employer agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA Plan will be limited to reimbursements of eligible health expenses that reduce the deductible under the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article.

**Section 2a. Benefits provided through the VEBA.** Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees described in summary and attached as VEBA APPENDIX E.

**Section 3a. Payment of Administrative Fee.** Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the employee VEBA account. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid: from the employee VEBA account. Administrative fees allocable to the individual accounts of former employees shall be paid from the employee VEBA account. Administrative fees allocable to the individual accounts of retirees shall be paid from the employee VEBA account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the employee VEBA account.

**Section 4a. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:**

**Subd. 1. Contributions to the Active Employees' Plan:** Employer will make a monthly contribution amount to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

\$75.00 per month (up to 900.00 annually) for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and

\$150.00 per month (up to 1,800.00 annually) for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made on a monthly basis over the VEBA Plan year. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the

VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the Employer may, at the participant's hardship case request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member [or retiree] enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the Employer may, at the participant's hardship case request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the VEBA Plan on the first day of the VEBA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the VEBA Plan year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in subdivision 2 below.

**Subd. 2. High Deductible Health Plan:** Employer shall make available a high deductible health plan described in summary and attached hereto as Appendix E, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, Employer shall contribute an amount not to exceed \$350 towards the monthly premium cost for single group health coverage, and \$700 towards the monthly premium cost for family group health coverage.

In the event that the deductible amount is increased, the Employer's contribution on behalf of VEBA Plan participants shall increase by a dollar amount equal to the increase in the deductible on the effective date of the increase.

**Section 3. Dental Insurance:** The Itasca Area Schools Collaborative board agrees to provide single dental coverage. Total premium will be paid by employee.

**Section 4. Claims Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 5. Duration of Insurance Contribution:** An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District under the INVEST EARLY GRANT. Upon termination of employment, all District contribution shall cease. Individuals may continue in the group insurance coverage at their own cost as mandated under COBRA law.

**Section 6. Life Insurance:** The School District shall contribute up to \$25.00 per year toward the purchase of \$25,000 term life insurance.

**Section 7. Eligibility** All employees working under this contract are eligible for the benefits listed in this article prorated as noted in the Group Insurance heading.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**Section 1. Medical and Family Medical Leave:** will be granted in accordance with FMLA regulations.

**Section 2. Worker's Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's compensation insurance, may draw PTO and receive full salary from the School District, his salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his accrued PTO.

**ARTICLE IX**  
**HOURS OF SERVICE**

**Section 1. Basic Work Week:** The normal work week for regular employees is defined on each employee certification information sheet supplied to the employees on July 1 of each year.

**Section 2. Part-time Employees:** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis, providing permanent full-time positions are not eliminated and replaced by part-time personnel.

**Section 3. Overtime:** All hours worked in excess of forty (40) hours per week shall be paid at time and one half (1.5) the applicable hourly rates of pay at the end of each pay period.

**Section 4. Shifts and Starting Time:** All employees will be assigned starting time and shifts as determined by the Site Administrator.

**ARTICLE X**  
**PAID TIME OFF**

**Section 1.** All employees shall earn Paid Time Off with pay in accordance with the following schedule:

Full time employees shall receive PTO (Paid Time Off) accrued at 1.5 days per month. (part-time staff will have PTO prorated on current per month schedule)

**Section 2.** Employees may use up to three (3) days of bereavement leave annually in the event of the death of a member of the employee's immediate family. Immediate family will be defined as spouse, children, parents, siblings, grandparents, grandchildren, corresponding in-laws, and guardian. Any additional days granted will be deducted from salary at the current daily rate. Bereavement leave will be deducted from accumulated PTO leave.

**Section 3.** Paid time off requests are to be made in writing 3 days prior to absence when at all possible.

**Section 4.** Upon termination of employment for any cause, employees shall be paid for any accumulated PTO credit, including pro rata payments for periods of less than one year.

**Section 5.** 5 days equivalent PTO may be carried over from one year to another.



**ARTICLE XI**  
**PROBATIONARY PERIOD**

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**Section 2. Probationary Period: Change of Classification:** In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a probationary period of three (3) calendar months in any such new classification. During this three (3) months probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his former classification. The employee, during this period, shall be allowed to return to his/her former classification or position if he/she chooses to do so.

**ARTICLE XII**  
**SENIORITY**

**Section 1. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement. The seniority date shall be the first day of service. If more than one employee commences work on the same date, seniority ranking shall be in alphabetical order by last name.

**Section 2. Vacancies:** Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given ten (10) days time in which to make application to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Job postings that occur during the summer will be emailed to one representative from each building for dissemination to staff. The district shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through normal grievance procedure. The district retains management rights of hiring as noted in this section and hiring decisions are not grievable. Newly created positions or vacancies are to be posted in the following manner: the type of work, place of work, rate of pay, the hours to be worked, and the classification.

**ARTICLE XIII**  
**WAGE ADMINISTRATION**

**Section 1.** All full and part-time employees shall be paid twice a month.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The employee, administrator, or Itasca Area Schools Collaborative board may be represented during any step of the procedure by any person of age designated by such party to act in his behalf.

**Section 3. Definitions and Interpretation:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date of the first event giving rise to the grievance occurred or first knowledge thereof. 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

**Section 5. Adjustment of Grievance:** The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

**Subd. 1. Level I:** First, an effort shall be made on an oral basis to adjust the grievance between the employee and his/her immediate supervisor.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Chairman of the Itasca Area Schools Collaborative board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Chairman of the Itasca Area Schools Collaborative board, the Chairman or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Chairman or his designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Itasca Area Schools Collaborative board, provided the appeal is made within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Itasca Area Schools Collaborative board, the Itasca Area Schools Collaborative board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the Itasca Area Schools Collaborative board shall issue its decision in writing to the parties involved. At the option of the Itasca Area Schools Collaborative 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 Itasca Area Schools Collaborative board. The Itasca Area Schools Collaborative board shall then render its decision.

**Section 6. Itasca Area Schools Collaborative board Review:** The Itasca Area Schools Collaborative board reserves the right to review any decision issued under Level I of this procedure provided the Itasca Area Schools Collaborative board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Itasca Area Schools Collaborative board reviews a grievance under this Section, the Itasca Area Schools Collaborative board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the Itasca Area Schools Collaborative 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 on the next level.

**Section 8. Arbitration Procedures:** In the event that the employee and the Itasca Area Schools Collaborative board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Sub. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Chairman of Itasca Area Schools Collaborative board within *fifteen (15) days* following the decision in level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within *ten (10) days* after the request to arbitrate, or as soon thereafter as a list of arbitrators is made available from PERB and the parties can meet, select an arbitrator by the striking process.

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

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

**Section 9. 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, and any other expense, which the parties mutually agree, are necessary for the conduct of the arbitration.

**Section 10.** Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

**ARTICLE XV**  
**DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2019, and will cease to exist at the end of any period or year that the grant fails to fund the INVEST EARLY program thereafter until modifications are made pursuant to 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 ninety (90) days prior to said expiration.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement. In the event a settlement on a new contract is not reached between the parties by the termination date of this Agreement, the present Agreement shall remain in force until a new Agreement is reached.

**Section 2. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

FOR: MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION NO. 498.

Address \_\_\_\_\_  
*[Signature]* STAFF Rep  
\_\_\_\_\_  
President (in lieu of)  
*[Signature]* 8-2-16  
\_\_\_\_\_  
Secretary (in lieu of)  
President  
Dated this 30 day of June, 2016.

FOR: INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE

*Matthew D. Lane*  
\_\_\_\_\_  
Chairperson  
*[Signature]*  
\_\_\_\_\_  
Clerk  
Dated this 14 day of JUNE, 2016.

**APPENDIX "A" and APPENDIX "B"  
INVEST EARLY SALARY SCHEDULE AND STEP DEFINITIONS**

**Instructors – Grade 1  
July 1, 2016 through June 30, 2017**

<b>Step 1 – Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> 4160 hours Early Childhood experience	<b>2016-17</b> \$13.77
<b>Step 2 – Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2016-17</b> \$14.34 \$14.86
<b>Step 3 – Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience 1040 hours Early Childhood experience 520 hours Early Childhood experience	<b>2016-17</b> \$15.95
<b>Step 4 – Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2016-17</b> \$18.13

**Educational Support Professionals (ESP) – Grade 2  
July 1, 2016 through June 30, 2017**

<b>Step 1 – Education</b> High School Diploma or GED	<b>Experience</b> None	<b>2016-17</b> \$11.61
<b>Step 2 – Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> None Early Childhood experience	<b>2016-17</b> \$12.15 \$12.70
<b>Step 3 – Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2016-17</b> \$13.77 \$14.35
<b>Step 4 – Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience	<b>2016-17</b> \$14.86
<b>Step 5 – Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2016-17</b> \$15.93

**Instructors – Grade 1**  
**July 1, 2017 through June 30, 2018**

<b>Step 1 ~ Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> 4160 hours Early Childhood experience	<b>2017-18</b> \$14.18
<b>Step 2 ~ Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2017-18</b> \$14.77 \$15.31
<b>Step 3 ~ Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience 1040 hours Early Childhood experience 520 hours Early Childhood experience	<b>2017-18</b> \$16.43
<b>Step 4 ~ Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2017-18</b> \$18.67

**Educational Support Professionals (ESP) – Grade 2**  
**July 1, 2017 through June 30, 2018**

<b>Step 1 ~ Education</b> High School Diploma or GED	<b>Experience</b> None	<b>2017-18</b> \$11.96
<b>Step 2 ~ Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> None Early Childhood experience	<b>2017-18</b> \$12.52 \$13.08
<b>Step 3 ~ Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2017-18</b> \$14.18 \$14.78
<b>Step 4 ~ Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience	<b>2017-18</b> \$15.31
<b>Step 5 ~ Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2017-18</b> \$16.43

### Instructors – Grade 1

July 1, 2018 through June 30, 2019

<b>Step 1 ~ Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> 4160 hours Early Childhood experience	<b>2018-19</b> \$14.61
<b>Step 2 ~ Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2018-19</b> \$15.21 \$15.77
<b>Step 3 ~ Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience 1040 hours Early Childhood experience 520 hours Early Childhood experience	<b>2018-19</b> \$16.93
<b>Step 4 ~ Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2018-19</b> \$19.23

### Educational Support Professionals (ESP) – Grade 2

July 1, 2018 through June 30, 2019

<b>Step 1 ~ Education</b> High School Diploma or GED	<b>Experience</b> None	<b>2018-19</b> \$12.32
<b>Step 2 ~ Education</b> High School Diploma or GED and 24 quarter credits post secondary	<b>Experience</b> None Early Childhood experience	<b>2018-19</b> \$12.89 \$13.47
<b>Step 3 ~ Education</b> CDA or National CDA	<b>Experience</b> 2080 hours Early Childhood experience 1560 hours Early Childhood experience	<b>2018-19</b> \$14.61 \$15.22
<b>Step 4 ~ Education</b> Early Childhood A.S. degree or BA with 18 quarter credits of Early Childhood or BA 1-6 <sup>th</sup> license with 6 credits of Early Childhood	<b>Experience</b> 1040 hours Early Childhood experience	<b>2018-19</b> \$15.77
<b>Step 5 ~ Education</b> BA Early Childhood license or Kindergarten license or BA 1-6 <sup>th</sup> license plus CDA	<b>Experience</b> None	<b>2018-19</b> \$16.93

Longevity will be paid as follows: beginning 10 years of service increase \$0.25 per hour  
beginning 15 years of service increase \$0.30 per hour  
beginning 20 years of service increase \$0.35 per hour  
beginning 25 years of service increase \$0.40 per hour

### VEBA APPENDIX C

The VEBA Plan and Trust is comprised of two documents, as follows:

1) The Minnesota Service Cooperatives Employee Benefits Trust Agreement, dated June 30<sup>th</sup>, 2002, by and among participating Minnesota Service Cooperatives, on behalf of itself and its Participant Members as described below, and Wells Fargo Bank Minnesota, N.A., Trustee.

1) The Minnesota Service Cooperative VEBA Plan.

It is intended that the VEBA Plan and Trust constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

### VEBA APPENDIX D

The welfare benefit arrangement provided by the Employer shall be the Health Reimbursement Arrangement for Active Employees, the terms of which are governed by the Minnesota Service Cooperative VEBA Plan.



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ITASCA AREA SCHOOLS COLLABORATIVE, ISD # 6070**  
**And**  
**AFSCME LOCAL NO. 498, DEER RIVER**  
**Regarding**  
**PAID TIME OFF CARRYOVER**

WHEREAS, Article X, Section 5 of the master agreement between Local No. 498 and the School District states that 5 days equivalent PTO may be carried over from one year to another; and

WHEREAS, it is recognized that this creates hardship for some Invest Early staff;

It is therefore agreed that:

1. Article X, Section 5 states: 5 days equivalent PTO may be carried over from one year to another.
2. This Memorandum of Understanding will allow a change in the carryover days from 5 days to 10 days; therefore 10 days equivalent PTO may be carried over from one year to another.
3. This MOU is effective from July 1, 2016 through June 30, 2019.
4. This MOU does not establish a precedent or guarantee continuation of the exception to Article X, Section 5 beyond the expiration of this MOU.

FOR DISTRICT 6070

\_\_\_\_\_  
 DATE Aug. 2, 2016

FOR AFSCME LOCAL NO. 498

\_\_\_\_\_  
 DATE Aug 9 2016

