

CANNON VALLEY SPECIAL EDUCATION COOPERATIVE

MASTER AGREEMENT

CANNON VALLEY SPECIAL EDUCATORS UNITED

LICENSED MENTAL HEALTH PROFESSIONALS

JULY 1, 2023 TO June 30, 2026

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ARTICLE I - PURPOSE

Section 1.

THIS AGREEMENT, entered into by the Cannon Valley Special Education Cooperative, No. 6094, Faribault, Minnesota, hereinafter referred to as the Cooperative, and the Cannon Valley Special Educators United - Licensed Mental Health Professionals, 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 PELRA, to provide the terms and conditions of employment for all licensed mental health professionals not included in the teacher bargaining unit during the duration of this agreement. Any term used in this Agreement that is also defined in PELRA is intended to have the same definition as used in PELRA.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Appropriate Unit

The Exclusive Representative shall represent all licensed mental health professionals employed by the Cooperative, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory, and all other employees.

ARTICLE III - DEFINITIONS

Section 1. Licensed Mental Health Professional

- A. As defined by Minnesota Statute 245I.04, Subd. 3. A mental health professional must maintain a valid license with the mental health professional's governing health related licensing board and must only provide services to a client within the scope of practice determined by the applicable health-related licensing board. Subd. 2. The following individuals may provide services to a client as a mental health professional: (2) a licensed independent clinical social worker as defined in section 148E.050, subd. 5; (3) a psychologist licensed by the Board of Psychology under section 148.88 to 148.98; (5) a marriage and family therapist licensed under section 148B.29 to 148B.392; or (6) a licensed professional clinical counselor licensed under section 148.5301.

- B. Clinical Trainees seeking independent licensure as a mental health professional will be considered a Mental Health Practitioner. As defined by Minnesota Statute 245I.04, subd. 7. (a) A clinical trainee under the treatment supervision of a mental health professional may provide a client with psychotherapy, client education, rehabilitative mental health services, diagnostic assessment, functional assessments, level of care assessments, and treatment plans. Subd. 6 (a) A clinical trainee is a staff person who: (1) is enrolled in an accredited graduate program of study to prepare the staff person for independent licensure as a mental health professional and who is participating in a practicum or internship with the license holder through the individual's graduate program; or (2) has completed an accredited graduate program of study to prepare the staff person for independent licensure as a mental health professional who is in compliance with the requirements of the applicable health-related licensing board, including requirements for supervised practice.

Section 2. Full Time Employee

Employees regularly scheduled to work the full duty day as described in Article XI, Section 1 shall be deemed to be "full-time" employees.

Section 3. Cooperative

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

ARTICLE IV- RIGHTS AND OBLIGATIONS OF THE COOPERATIVE

Section 1. Inherent Managerial Rights

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

Section 2. Cooperative Responsibilities

The Cooperative has an obligation to meet and negotiate in good faith with the Exclusive Representative of the employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Board or its representative to agree to a proposal or require the making of a concession.

The Exclusive Representative recognizes the right and obligation of the Cooperative to efficiently manage and conduct the operation of the Cooperative within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Cooperative. The enumeration of rights and duties in this Article does not exclude the inherent managerial rights and functions not expressly reserved herein.

Section 3. Effect of Laws and Regulations

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

Section 4. Reservation of Managerial Rights

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

ARTICLE V - RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. Right to Views

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

Section 2. Right to Join

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

Section 3.

Employees who are professional employees as defined by the PELRA have the right to meet and confer with the Board regarding policies and other matters relating to employment which are not terms and conditions of employment.

Section 4.

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

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

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

Section 5. Conducting Business of the Exclusive Representative

The Exclusive Representative shall have access to school facilities, including equipment, by arranging with the office of the Executive Director. Reasonable time without loss of pay may be granted by the Cooperative for use by the Exclusive Representative for representation issues, negotiations, or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

Section 6. Personnel Files

Every employee has a permanent file in the Cooperative Office. All evaluations and official files, wherever generated, relating to each individual employee shall be available during regular school business hours to each individual employee upon written request. The employee shall have the right to reproduce any of the contents of

the files and may include in the file written information in response to any material contained therein. When material involving evaluation or any performance related material or notice of reprimand or deficiency is to be placed in an employee's file, a copy will be provided to the employee. The Cooperative may destroy such files as provided by law, after first giving the employee the opportunity to keep any items scheduled to be destroyed. Any employee may submit items to an immediate supervisor for inclusion in the file. The Cooperative must expunge from the employee's file any material found to be false or inaccurate through the grievance procedure.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Initial placement - Fully Licensed

- A. Years: An employee's initial increment placement in Section 3 will be determined by the number of years of relevant fully licensed experience and years as a Clinical Trainee.

Section 2. Initial Placement and Salary - Clinical Trainee

Upon becoming fully licensed under Article III, Subd. 1A, a clinical trainee will be placed on step one in Section 3 for the next pay period worked after the license is submitted to the Cooperative.

Section 3. Salary Schedule - Fully Licensed

The Clinical Trainee and fully licensed employee salary schedule is as follows:

	2023 – 2024	2024 – 2025	2025 - 2026
CLINICAL TRAINEE	\$55,000	\$57,750	\$60,638
1	\$68,750	\$72,188	\$75,797
2	\$70,538	\$74,064	\$77,768
3	\$72,371	\$75,990	\$79,790
4	\$74,253	\$77,966	\$81,864
5	\$76,184	\$79,993	\$83,993
6	\$78,164	\$82,073	\$86,176
7	\$80,197	\$80,197	\$88,417
8	\$82,282	\$86,396	\$90,716
9	\$84,421	\$88,642	\$93,074
10	\$86,616	\$90,947	\$95,494

Section 4. Eligibility for Increments

Each employee who worked more than one-half of the duty days during a school year will be advanced one increment on the salary schedule for the following school year during the term of this contract and when subsequent contracts are agreed upon until the maximum step has been reached. There shall be no withholding of year increments during the term of this agreement.

Section 5. Salary Payments and Deductions

Salary payments will be electronically deposited twice per month on or before the 15th and the last day of each month commencing each contract year in the month of September. In most instances electronic payments will be deposited on the Friday prior to those dates if they fall on a weekend. The Business Office will annually electronically publish a list of payroll dates for the ensuing contract year.

Employees will be paid on a 24-payment basis with equal amounts paid beginning September 15. Payment for additional work will be made as reported by program supervisors.

Section 6. Dues Check-Off

The Cooperative agrees to deduct dues for membership in the Exclusive Representative and such other deductions as are mutually agreed by the Exclusive Representative and the Cooperative for any individual employee who has authorized such checkoffs on the union enrollment form.

Dues deductions will be made in equal amounts from each regular salary check of the employee for eight months beginning in October and ending in May. The dues check-off authorization shall continue in effect until revoked in writing as specified therein. One week prior to the October payroll cut-off, the Exclusive Representative shall furnish the business office with a list of the appropriate deductions for each member. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payments by the following May.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

ARTICLE VII - EXTRA COMPENSATION

Section 1. Mileage

Necessary and approved transportation required of any employee in the performance of school duties shall be at the expense of the Cooperative. The mileage reimbursement rate for affected employees shall be the rate established by the IRS, and any change in rate will be effective the first of the month following the announcement of the new rate.

Section 2. Attendance at Meetings Outside the Cooperative

Attendance of employees at national and state meetings outside the Cooperative will be subject to the availability of funds in the travel budget as may be set by the Board, which shall be separately stated from the travel budget for administrators. Such travel must be approved in advance by the appropriate program supervisor. Priority for the use of such funds should go to employees who are officers in their respective professional groups or who must participate actively in a meeting.

Section 3. Protective Clothing

The Cooperative shall provide protective clothing and protective eyewear for employees in classes that require other than ordinary clothing. The Cooperative shall also provide for the laundering and/or cleaning of such clothing. The maximum annual amount per eligible employee is \$500.00.

Section 4. Request for Reimbursement of Personal Effects

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

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

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

Section 5. Unused Personal Time

Included in the last check of the school year, an employee will receive a one-time payment of \$130 for each full (8 hour) day of personal time remaining, prorated for FTE. The payment shall be calculated based on the whole number. No proration shall be provided for portions of a whole personal day remaining.

Section 6. Other Rates of Pay

The tasks or duties and rates of pay on Schedule C of the teacher master agreement shall apply to the employees covered by Licensed Mental Health Professionals master agreement.

Section 7. Clinical Supervision Stipend

- \$500 stipend when supervising an employee for an internship
- \$600 stipend when supervising an employee for license requirement

ARTICLE VIII - 403 (B) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility

Employees shall be eligible for a matching contribution by the Cooperative to a 403(b) tax-deferred plan beginning with the school year in which they become non-probationary in the Cannon Valley Special Education Cooperative and in accordance with applicable state and federal laws, rules, and regulations, according to the provisions of subdivisions A through D below.

- A. Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax-deferred plan. In a year in which an employee makes no contribution, the Cooperative shall likewise make no contribution to that employee's account.

- B. The Cooperative will match an employee’s contribution to a 403(b) tax-deferred plan according to and up to the maximum amounts on the following schedule. For employees who work less than full time, the Cooperative matching contribution will be prorated accordingly.

<u>Years of Completed Professional Experience in CVSEC</u>	<u>Maximum Annual Cooperative Matching Contribution</u>
1-6 years	\$1,000.00
7-17 years	\$1,500.00
18 years or more	\$2,000.00

- C. Employees on leave of absence for one or more years may not participate in the Cooperative's matching 403(b) tax-deferred plan while on leave.
- D. Tax deferred accounts shall be opened with an approved vendor. The Cooperative approved vendor list is available from the Cooperative Office. Matching contributions made by the Cooperative will continue until the total matching contribution made by the Cooperative for the eligible employee reaches \$35,000.

ARTICLE IX - GROUP INSURANCE

Section 1. Group Insurance

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

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

All insurance benefits shall commence upon enrollment of the employee acceptance by the carrier and continue through the following August unless modified by a leave of absence or severance of employment prior to the close of the school year. The Cooperative shall continue its contribution toward the premium for health and hospitalization insurance for dependents of a deceased employee for a period of six months after the employee’s death or until the contribution would have otherwise ceased, whichever is sooner, provided the employee was enrolled in family coverage at the time of death.

Substitute employees working less than sixty (60) consecutive working days shall not be eligible for benefits described in this Article. When it is known in advance that a substitute employee will be employed for (60) consecutive working days or more, the employee will receive a substitute contract and shall be eligible for insurance

benefits as provided in this Agreement. Participation in the Cooperative's insurance benefits plans will cease effective on the last day of the month in which the last day was worked.

Section 2. Health and Hospitalization Insurance

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

30-40 hrs/wk: 1.0 factor	25 < 30 hrs/wk: .6 factor	20 < 25 hrs/wk: .5 factor
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Section 3. Health Reimbursement Account (HRA)

The employer shall contribute toward the Health Reimbursement Account (HRA) on a pro-rata basis for employees regularly scheduled to work 20 hours per week to less than 30 hours per week (.5 FTE to less than .75 FTE). The contribution shall be prorated commensurate with the amount of time the employee is regularly scheduled to work. For each employee regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district health and hospitalization insurance plan, the District shall contribute toward the HRA at the full amount stated in this article with no proration.

During the term of this agreement, the Employer will contribute in equal payments with each pay period \$1,000.00 per year for single coverage or \$2,000.00 per year for family coverage into an HRA account for each employee regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district health and hospitalization insurance plan.

If a qualified bargaining unit member enters the health and hospitalization plan and corresponding HRA on a date after the first day of the benefit year, the Cooperative shall prorate the amount of the HRA contribution to reflect the late entry. The prorated amount will be determined by the number of days the employee is contracted compared to the total duty days of a full-time employee.

All HRA contributions on behalf of the health and hospitalization plan participant shall cease on the date the participant is no longer covered under the health and hospitalization plan.

Section 4. Dental Insurance

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

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

The Cooperative will pay the full premium for each employee who qualifies for and is enrolled in coverage under the Cooperative's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings, including longevity.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the employee's basic earnings. The Cooperative shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, employees receiving long-term disability insurance benefits may continue in the Cooperative's group insurance plans at the employee's expense. Benefit payments shall continue in accordance with federal regulations.

Section 6. Life Insurance

The Cooperative will provide group term life insurance coverage for each employee who enrolls in the insurance plan in the amount of \$50,000.00. Each employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 7. Tax Deferred Accounts

All eligible employees may participate in an IRS approved tax-deferred plan established pursuant to United States Public Law No. 98-370.

Section 8. Retirement Insurance

The benefits outlined in this subdivision shall be available to regular employees that work .50 FTE or more. Employees must be actively working for the full school year to be eligible for the Health Reimbursement Arrangement (HRA) contribution. Employees on leave of absence during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: employees who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of employees duty days in the school year during which they retire.

The Cooperative will set aside \$1,000.00 annually for all newly hired full-time employees. Regular part-time employees that work .50 FT or more will receive a prorated portion of the contribution. The Cooperative contribution will be made in July following the preceding full school year of service. The Cooperative contribution will be deposited into a Cooperative reserved account on behalf of all eligible employees as outlined in this Article; however, all Cooperative contributions will remain Cooperative assets until eligible employees meet the Cooperative's vesting requirements. Employees will become vested when they have at least 10 years of continuous

service to the Cooperative, including Cooperative approved leaves of absence. For each year of service thereafter, the Cooperative will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time employees as outlined in this Article. The deposit for part-time employees will be prorated to the FTE for which they are contracted. The Cooperative contributions will be made in July following the preceding full school year of service. The vested employees will have access to his/her HRA account balance upon separation of employment.

Section 9. Other Cooperative Insurance

Coverage will be available to a retired employee who has group medical insurance available from another employer; however, such other employer's coverage shall be considered primary.

ARTICLE X- LEAVES OF ABSENCE

Section 1. Leave Allowance

At the beginning of each school year an individual employed half time or more will be granted a leave allowance the hourly equivalent of eleven (11) days, prorated to the FTE portion of the employee's individual contract, for absences without deduction from pay during such school year.

Unused portions of an employee's leave allowance may accumulate from one basic school year to the next to a maximum of two hundred (200) days.

Days accumulated shall be available to all employees via the employee self-serve system.

Leave allowance will not apply, nor may it be earned or accumulated during any leave of absence, paid or unpaid, except as expressly provided in this Agreement.

Subd. 1. Sick Leave

Leave allowance may be used by an employee for a necessary absence on a work day during the school year because of illness or injury of the employee or the employee's dependent child. Leave allowances are available for other individuals to the extent provided by Minnesota law or FMLA and are not subject to the grievance procedure. This includes medically necessary appointments.

- A. An employee may be notified in writing that, in order to qualify for future sick leave pay, a statement from a physician of the employee's choice may be required.
- B. An employee receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the employee's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee's basic salary.
- C. Sick Leave for Part-time Employees. employees employed less than 20 hours per week shall be eligible for four (4) days of sick leave per year, commensurate with the portion of the day worked,

non-accumulative, for personal illness or injury. Leave allowances are available for other individuals to the extent provided by Minnesota law and are not subject to the grievance procedure. Such employees will not receive any other benefits provided under this Article.

Subd. 2. Bereavement Leave

Up to a total of nine (9) days leave allowance per year may be used in case of bereavement leave. Bereavement leave may be used in the case of a death of family members or friends. Exceptions to the above restrictions may be granted at the discretion of the Executive Director, or designee, depending upon the circumstances surrounding the leave.

Sub 3. Emergency Leave

Up to two (2) days of leave allowance may be used in the event of emergencies after an employee's personal leave account has been exhausted. Employees are eligible to use emergency leave when there are daycare closings that result in an employee's dependent child not being cared for as planned, damage to an employee's property, or assisting another in an emergency. Emergency leave will be deducted from an individual's sick leave allowance.

Sub 4. School Conference and Activities Leave

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

Section 2. Personal Leave and Short-term Leave of Absence

An employee will be allowed three (3) days per year of personal leave prorated to the FTE portion of the employee's individual contract. Personal leave is non-accumulative. These three days will not be deducted from the leave allowance in Section 1 of this Article. Personal leave can be requested without the necessity of prior administrative approval, but with at least three (3) days written notice via the Cooperative's substitute/leave reporting system except for an emergency.

Personal leave will not be granted during the first week or the last week of instructional days, or on an open house as referred to on the school calendar, staff development, or conference days, except in exceptional and unusual cases at the discretion of the Executive Director. Requests need not include reasons for the leave day except when the employee is requesting an exception to the above regulations.

The Executive Director may approve a short-term leave of absence beyond that specified herein for exceptional and unusual circumstances, which shall result in the withholding of pay as computed against the total number of employee duty days in the contract year.

Section 3. General Leave of Absence

- A. **Eligibility:** The Cooperative, at its discretion, can grant a request for partial or full unpaid leaves of absence up to one year in duration for those who taught at least two years in the Cooperative.
- B. **Requests:** Leave requests are required to be submitted to the Executive Director by March 1st. Requests received after March 1st may be considered on an individual basis. Requests shall be subject to Cooperative approval, whose decision is binding. The Board's decision may not be grieved.
- C. **Reinstatement:** An employee has a right to be reinstated to a position for which the employee is licensed, but not to a specific position or a specific site at the beginning of any school year immediately following a year of General Leave, if the employee notifies the Cooperative of the intent to return by March 1st preceding the school year in which the employee is scheduled to return. Written notification of intent to return shall be delivered in person, by US Mail, Interschool, or e-mail to the Executive Director.
- D. **Benefits:** While on a General Leave of Absence an employee may continue participation in the insurance plans of the Cooperative at the employee's own expense.
- E. **Seniority:** Any employee who is reinstated to a position in the Cooperative shall retain seniority rights as though the employee had been serving in the Cooperative during the period of General Leave of Absence. The employee is not reinstated to a specific position, or a specific site and the time spent on leave does not determine steps taken on the matrix for the employee's salary upon return.

Section 4. Judicial Duty

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

ARTICLE XI - HOURS OF SERVICE

Section 1. Basic Day

The basic employee day, inclusive of a 30 minute "duty free" lunch, shall be eight hours. Part-time employees shall have responsibilities in proportion to their contracts: e.g., an employee with a 3/5 contract is responsible for up to 24 hours of service per week. Part-time employees working half-time or more will receive a 30 minute duty free lunch period.

Section 2. Building Hours

Under normal circumstances, the building hours for the Basic Day shall be from 7:30 a.m. to 3:30 p.m. with a duty free lunch and a preparation period. The specific hours at any individual building may vary according to the need of the educational program of the Cooperative. The Board retains the right to set different hours for each building after conferring with the exclusive representative, and has, after such a conference, specifically retained the ability to alter the starting and ending times of the basic work day by up to 45 minutes, not to exceed eight (8) hours per day. Employee requests for flex time of up to 30 minutes may be approved at the discretion of the program supervisor.

Employees will be allowed to leave school at 3:15 p.m. or when all the students have left the building on Fridays.

On scheduled non-student contact days, all buildings will have common building hours and lunch periods in order to facilitate collaborative activities between buildings and maximize effective use of presenters and consultants. Generally, the common building hours will be 7:30 a.m. to 3:30 p.m. with a duty-free lunch of 30 minutes.

Employees will be expected to attend two (2) scheduled meetings on a weekly basis. The Executive Director retains the right to set the meeting schedule for each program based on student and employee needs after conferring with the exclusive representative. Emergency meetings called in response to safety will be an exception to these limitations.

Section 3. Documentation and Planning Time

Each full-time employee shall have seventy (70) minutes during the school day for preparation and to complete Diagnostic Assessments, progress notes, treatment plans, and any other required paperwork. Documentation and Planning time shall be taken at the discretion of the employee to fit the employee's schedule. The employee is to recognize that Documentation and Planning Time may be missed due to students' needs and will not be time carded.

Section 4. Extended School Year

During the extended school year programming, up to four (4) hours of pre-planning, meeting time/in-service will be allowed. One (1) hour of post-planning time will be allowed. Additional post-planning time may be granted at the Executive Director's discretion. Additionally, 15 minutes of preparation time shall be provided per hour of student contact time on student contact days.

Section 5. New Staff Academy

New employees hired will participate in the New Staff Academy normally held in August for three (3) days prior to the normally scheduled workshop weeks. Employees will be paid 1/189 of their salary for these days.

The New Staff Academy will be held at the sole discretion of the Cooperative.

ARTICLE XII - LENGTH OF THE SCHOOL YEAR

Section 1. Duty Days

Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each school year, determine the number of school days and employee duty days for the next school year. Each employee shall perform services on those days as determined by the Board, including those legal holidays on which the Cooperative is authorized to conduct school. The school year shall include not more than 189 duty days (exclusive of holidays and Education Minnesota - Minnesota Educators Academy Days). The Board shall adopt the calendar for the succeeding school year indicating the placement of the above days prior to April 1.

When scheduled by the Cooperative, an employee preparation day is intended to allow employees to complete necessary work away from the presence of students. The employee preparation days scheduled after the end of an academic quarter may be worked on campus or remotely. Required building-wide and Cooperative-wide meetings will not be scheduled during this time. Employee preparation days cannot be converted to staff development days or student contact days. A total of four (4) employee preparation days will be included in each school calendar.

Section 2. Emergency Closings and Rescheduling of Duty Days and Hours

In the event of any emergency, school may be closed at the discretion of the Executive Director. Upon the recommendation of the Executive Director, and approval by the Board, duty days and school days may be rescheduled, building hours may be changed, and the length of the basic day may be adjusted; provided, however, that the Board shall not increase the total duty time per week required of an employee. Such changes shall be discussed with the Exclusive Representative prior to final action by the Board. For the purpose of this Section an "emergency" shall include, but shall not be limited to, unusually severe weather in which the Executive Director closes the Cooperative, mechanical failure of essential equipment affecting the comfort and safety of pupils and employees, epidemic or widespread illness, severe energy shortages, or damage to building by fire or water, etc., work stoppages by other employee groups. The first two student days lost because of emergency closings will not be rescheduled. After the first two student day cancellations, the Cooperative may reschedule canceled student days, with the approval of the Board. Workdays lost because of emergency closing will not be made up, but other duty days may be made up upon recommendation by the Executive Director and approval by the Board. All leaves scheduled for a day canceled by the Cooperative will be returned to the employee's corresponding leave account.

Section 3. Inclement Weather

When schools are closed because of inclement weather, the first two (2) inclement weather days shall be in good faith to be used in case additional days are added to the end of the school year. Employees will not be required to report for duty on these first two (2) days. For any school closure due to inclement weather after the first two (2) days, employees shall be expected to report for duty or be available to students and families by email and voicemail to participate in the alternative instruction days. The alternative instruction days will be outlined in the Cooperative Procedures and mutually agreed upon through the Meet and Confer process.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. Definitions

Contract Grievance: A claim by an employee, group of employees, or the Exclusive Representative that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.

Policy Grievance: Any dispute or disagreement as to the interpretation or application of any term or terms of other established policies, rules, or regulations of the Cooperative. A policy grievance may be processed through the grievance procedure to the level of the Board but shall not be subject to arbitration.

Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service and Filing: The filing or service of any notice or document herein shall be timely if it is personally served or if it is sent by certified mail postmarked by the United States Postal Service within the time period.

Reduced to Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. The Cooperative has a grievance form for this purpose (see Exhibit D), copies of which are available in the office of each program supervisor. The grievance form must be signed by the grieving employee (or one of a group of grieving employees) and by a duly authorized representative of the Association (even if the employee does not wish to be represented by the Association). All subsequent processing of the grievance should ordinarily use the original grievance form.

Answer: "Answer" means a concise response outlining the Board's position on the grievance. **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the day on which the act, event, or default for which the designated time period begins to run shall not be counted. If the last day of the period so computed falls on a day within the regular school year which is not a duty day, that day shall not be counted, and the period shall run until the end of the next duty day. If the last day of the period so computed falls outside the regular school year on a Saturday, a Sunday, or a legal holiday, that day shall not be counted, and the period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Section 2. Level I

Before filing a formal grievance, the employee shall first discuss the alleged grievance with his/her program supervisor or other immediate supervisor in an attempt to resolve the grievance on an informal basis within the same conference.

A formal grievance is initiated at Level I when it is reduced to writing on the grievance form ("Exhibit D") and served on the program supervisor or other immediate supervisor. The program supervisor or other immediate supervisor must be served within twenty (20) days after the grievance occurred. The employee filing a formal grievance shall also serve a copy on the Exclusive Representative.

The program supervisor or other representative of the Cooperative shall, within five (5) days after receipt of the written grievance, meet with and serve on the grievant and the Exclusive Representative a written statement of the disposition of the grievance.

Section 3. Level II

If a grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Executive Director within five (5) days after receipt of the written disposition of the grievance at Level I. A formal grievance involving employees in more than one building may also be initiated by the Association at Level II by reducing it to writing on the grievance form ("Exhibit D") and serving it on the Executive Director within twenty (20) days after the grievance occurred.

The Executive Director or his/her designee shall meet with the grievant and/or Exclusive Representative within ten (10) days after receipt of an appeal of a grievance from Level I or a grievance initiated at Level II. The Executive Director or his/her designee shall, within five (5) days of such meeting, serve on the grievant and the Exclusive Representative a written statement of the disposition of the grievance at Level II.

Section 4. Level III

If a grievance is not satisfactorily resolved at Level II, it may be appealed to Level III by serving a notice of appeal on the Clerk of the Board within five (5) days after receipt of the written disposition of the grievance at Level II. Such notice of appeal shall include a copy of the written statement of the grievance and the answers at Level I and Level II.

The Board shall meet with the grievant and the Exclusive Representative within ten (10) days after receipt of the notice of appeal, or by the date of its next regular board meeting, whichever is later. In the case of a grievance involving a group of employees, such meetings need include only the Exclusive Representative and the Board.

The Board shall, within ten (10) days of such meeting, serve on the grievant and the Exclusive Representative a written statement of the disposition of the grievance at Level III.

Section 5. Level IV

The Association may submit to arbitration any grievance that has been properly processed through Level III of the grievance procedure. The Exclusive Representative must file with the Executive Director and Bureau of Mediation Services a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level III. The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the Cooperative and the Exclusive Representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

Upon appointment of the arbitrator, the employees or the Exclusive Representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the Board, the substance of the grievance that shall include the following:

- 1) The issues involved.
- 2) Statement of the facts.
- 3) Position of the grievant.
- 4) The written documents developed in the first three levels of the grievance procedure.

The Board is to make a similar submission of information. It shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the employees or the Exclusive Representative.

The Board and the Exclusive Representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which cause a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that 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 the fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the student contact portion of the employee's workday whenever possible. If this is not possible, employees shall not lose wages, subject to the limitation in Article IV, Section 8, during their necessary participation in the grievance proceeding on the following basis:

- A. The number of employees participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the Board; or
- B. If the number of said administrative representatives participating on behalf of the Board is less than three, three employees may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the Exclusive Representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 6. Time Limits

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 7. Contract Expiration

Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 8. No Reprisals

No reprisals of any kind shall be taken by the Board or the administration against any employee because of his/her participation or refusal to participate in this grievance procedure.

Section 9. Representation

Any employee or the Cooperative may be represented at any stage of this grievance procedure by any person(s) or agents designated by such party to act on his/her behalf. The Association shall have the right to have a representative present and to express its position at any meeting for the adjustment of grievances under this Contract.

ARTICLE XIV - DISCIPLINE

Section 1. Corrective Discipline

- A. Progressive Discipline:** The Cooperative intends to follow a policy of progressive discipline with its employees but reserves its right to decide the level of discipline it deems appropriate. The normal sequence of discipline would be:
- B. Objective:** A step in just cause disciplinary situations is an employee/supervisor conference where the employee has the opportunity to provide the employee's side of the situation.
- C. Representation:** Both the employee and the Cooperative are entitled to be represented at all levels of this disciplinary process.
- D. Oral Reprimand:** An oral reprimand shall be documented in writing for the employee file.

- E. Written Reprimand:** If the Supervisor believes that a written reprimand is necessary and having provided the employee with the opportunity for the employee to provide an explanation regarding the circumstances, the Supervisor will provide a copy of the reprimand to the employee.
- F. Suspension without Pay:** If the Cooperative decides that a suspension is appropriate, the length of the suspension will be appropriate to the infraction or misconduct under the circumstances of the situation.
- G. Discharge:** The end of the employment contract between the employee and the Cooperative.
- H. Appeal:** The employee may request review of the Cooperative's decision through the grievance procedure. At the employee option, the matter may be submitted directly to arbitration pursuant to Section 5 of the grievance procedure.

Written reprimands, notices of suspension, notices of demotion, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employee will receive a copy of such reprimands and/or notices.

Oral reprimands may only be grieved through Level III of the grievance process.

ARTICLE XV - PROBATIONARY PERIOD AND SENIORITY

Section 1. Probationary Period

New employees hired by the Board shall have a probationary period of up to one calendar year. During the probationary period, an Employee may be discharged at the sole discretion of the Employer.

Section 2. Definitions

For purposes of this Article, the following terms shall be defined as follows:

"License" shall mean license issued by the State of Minnesota, or a permission from the State of Minnesota to practice under a license from another jurisdiction and shall include only licenses actually on file in the Cooperative Office as of November 1.

Section 3. Seniority Date

On or before November 15 of each year, the Cooperative shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each employee as shown by licenses on file in the Cooperative office as of November 1 of said year, and current employment status (i.e. whether on leave, including specification of type and length of leave). For Employees with identical seniority dates, the employee with the earliest issue of a professional license will be senior. In the event of a continued tie, the earliest date when Board action approved the employee's hire will be senior. The Board will provide one (1) copy of the seniority list to the Exclusive Representative and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any employee may challenge the correctness of the information contained in the posted seniority list by filing a written grievance with the Executive Director. In the absence of a grievance

filed within twenty (20) calendar days from the date of posting, the posted seniority list will be conclusively deemed to be correct. The Cooperative has sole discretion when reducing positions due to financial considerations and may consider multiple licensure areas, the ability to provide clinical supervision to clinical trainees, certifications, and the clinical needs of students served.

Section 4. Notice of Elimination of Position

To the extent possible, the Cooperative shall notify an Employee by the last day of school if their position is to be eliminated or the hours changed for the subsequent school year. The Cooperative will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year.

Section 5. Reduction or Elimination of Positions

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

Section 6. Recall Notification

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

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

Section 7. Loss of Recall Rights

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

Section 8. Retirement

Employees planning on retiring from the Cooperative shall notify the Cooperative by April 1 of the year in which they plan on retiring.

ARTICLE XVI - MEET AND CONFER PROCEDURES

Section 1. Meet and Confer Items

The Board and the Association mutually recognize that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the Cooperative and on matters relating to the terms and conditions of employment in addition to the terms and conditions specifically set forth in this Agreement.

Section 2. Meet and Confer Committee

In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Meet and Confer Committee to which all matters subject to the meet and confer process shall be referred; provided, however, that matters appropriate for consideration by the Staff Advisory Council should be deferred to the Council. The Meet and Confer Committee shall be composed of three (3) members appointed by the Board, at least one of whom shall be a Board member, the Exclusive Representative President, and two (2) members appointed by The Exclusive Representative. The Meet and Confer Committee shall meet at the request of either party, but no less often than twice every school year.

Any grievances with respect to such policies shall be policy grievances and shall not be subject to arbitration. The handbook for each building shall be reviewed with the Association building representative prior to its presentation to the staff during workshop.

ARTICLE XVII - DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2026 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect

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

Section 3. Finality

Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

Section 4. Severability

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth under the signature of their respective representatives.

In Witness Whereof, the parties have executed this Agreement on the dates set forth under the signature of their respective representatives.

President, Cannon Valley
Special Educators United

Chairperson, Cannon Valley
Special Education Coop.

Lead Negotiator, Cannon Valley
Special Educators United Mental
Health Professionals

Director, Cannon Valley
Special Education Coop.

EXHIBIT D: GRIEVANCE FORM

For office use only

Grievance #: _____ Received Date/By: _____

Date Filed: _____

Name of Grievant: _____ Home Phone: _____

Teaching Assignment: _____

Association Representative: _____

Date(s) Grievance Occurred: _____

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

Contract provision allegedly violated: _____

Redress Sought: _____

Grievant Signature:

Date:

LEVEL I – FORMAL – DATE ISSUED: _____

Disposition by Principal:

Reasons:

Administrator Signature:

Date:

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition):

Date:

LEVEL II – FORMAL – DATE ISSUED: _____

Disposition by Executive Director:

Reasons:

Executive Director Signature:

Date:

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition):

Date:

LEVEL III – FORMAL – DATE ISSUED: _____

Disposition by Board of Education:

Reasons:

Signature:

Date:

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition):

Date:

LEVEL IV – FORMAL – DATE ISSUED: _____

Disposition and Award of Arbitrator:

Signature of Arbitrator:

Date: