

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**DULUTH, MINNESOTA**

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALIST**  
**(ISPEC)**  
**ST. PAUL, MINNESOTA**

**EFFECTIVE DATES**

**July 1, 2020**

**To**

**June 30, 2021**



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## **AGREEMENT**

### **BY AND BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALISTS (ISPEC)**

**THIS AGREEMENT**, entered into this 29th day of November 2020, by and between the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373, hereinafter referred to as the "**Union**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows.

### **ARTICLE I**

#### **Recognition**

The School District formally recognizes the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373 as the exclusive bargaining representative for all integration specialists of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Union is the sole elected representative of all ISPEC who are defined as members of the appropriate unit for the duration of this Agreement.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as the exclusive bargaining representative, with any other organization or person except as required by law.

### **ARTICLE II**

#### **School District and Union Rights**

##### **A. Managerial Rights**

The School Board is not required to meet and negotiate on matters of inherent managerial policy. It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal

and state law which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement or applicable laws.

#### **B. Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

#### **C. Right to Dues Check Off**

The exclusive representative shall be allowed dues check off for its members. Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union assessment of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "*fair share*" fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Union pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Union to its members. When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Human Resources Office within that week.

### **ARTICLE III**

#### **Grievance Procedure and Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

#### **A. Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**B. Representation Right**

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

**C. Procedure**

**Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, Director or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal, Director or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

**Step II** – In the event a written appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Human Resources Manager or his/her designee, the Human Resources Manager shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I. The Human Resources Manager or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.

**Step III** – In the event an appeal is filed from a decision at Step II, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step II, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II of his/her decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The parties agree the best approach to resolving problems is through informal, open, and respectful discussions between the employee and supervisor. Both parties encourage informal discussions prior to submission of a written grievance. The member shall meet with the supervisor to try to resolve a grievance within the twenty (20) days of the event giving rise to the grievance. The member, at their discretion, may be accompanied by and represented by a union representative.
2. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.



3. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
4. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
5. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
6. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
7. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
9. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
10. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
  - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or

- b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
  - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
11. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE IV**

### **Leaves of Absence Without Pay**

**A.** Leaves of absence without pay shall be granted upon written application to the Senior Human Resources Manager for the following reasons:

1. **Military** leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Senior Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement. The employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a contracted school year unless mutually agreed by the employee and the District that it expire at another time.

3. **Family and Medical Leave Act:** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

4. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.03, subd. 19.
5. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
6. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.

## **ARTICLE V**

### **Leaves of Absence with Pay**

#### **A. Sick Leave Allowance**

1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of one hundred eighty days (180) days.
2. An employee who fails to report on the first contract day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave.
3. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
4. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
5. An employee who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the employee from performing the duties of his/her position. Such a leave shall not be deducted from the employee's accumulated sick leave.

#### **B. Death in Family Allowance**

1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. Such additional days are to be deducted from sick leave.

3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.

#### **C. Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee who is not a member of the bargaining unit.
2. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's child in accordance with Minnesota Statute §181.9413 (2013).

#### **D. Jury Duty**

1. When an employee is selected for jury duty, upon notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

### **ARTICLE VI**

#### **Personnel Records**

Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon request. Employees shall have access to the personnel file within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

An employee shall receive a copy of any deficiency notice placed in his/her personnel file. Documents of anonymous origin relating to a staff member's performance shall not be placed in the file.

## **ARTICLE VII**

### **Health Care Savings Plan (HCSP)**

- A. **Eligibility** - To be eligible to receive a contribution to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement and have fifteen (15) years of total service to the School District.
- B. **HCSP Calculations**
  - a. The number of unused and accumulated sick leave days, up to a maximum of one-hundred eighty (180) days, shall be multiplied by the daily rate of pay (DRP).
  - b. The dollar value determined in a. above shall be discounted by 3.5%.
  - c. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District at the time of retirement.
- C. **Exclusions** - Employees discharged for just cause shall not be eligible for the HCSP.
- D. **Retirement Notification Requirement** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

## **ARTICLE VIII**

### **Professional Workday and Week**

- A. The calendar year will be 40.4 weeks inclusive of flexible paid contract days. Five flexible paid contract days will be available for use throughout the Integration Specialists 40.4 week calendar year. Flexible contract days cannot be carried over into another school year. No more than two flexible contract days can be used consecutively or added (before or after) to a scheduled school break time period. Additionally, the Thursday and Friday of Winter Recess will be paid non-work days. The District's intent is a continuation of the three paid non-work days that occur prior to the two days mentioned above.
- B. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour day and a minimum of forty-hours (40) in a seven (7) day period.
- C. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in 5.1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.
- D. Employees at certain times may be required to adjust their work-day schedule in instances where the employee is required to work outside the normal work-week. Employees shall be required to obtain prior approval from the supervisor for such work day adjustments. Adjustments to hours or days of work will be at the discretion of the supervisor. All adjustments to work day/hours must be made within 14 calendar days. The parties agree that the adjustment of schedule indicated in this paragraph is not equivalent to

compensatory time off. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

- E. Employees requested by their supervisor to attend or facilitate "Staff Development" programs outside of their normally scheduled work time and not covered by an adjustment to their work week may be eligible for a stipend of \$20 per hour.
- F. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

## **ARTICLE IX**

### **Payroll**

**Number of Paydays** - All employees covered under this agreement shall be paid on a spread pay basis. The salary for the 40.4 calendar year shall be paid in equal payments over twenty-three (23) pay periods.

Effective with the beginning of the 2021-2022 contract year, all employees covered under this agreement shall be paid on a spread paid basis. The salary for the calendar year shall be paid in equal payments over twenty-six (26) pay periods.

## **ARTICLE X**

### **Insurance**

**Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Long-Term Disability Insurance** - The School District will pay the cost of long-term disability (LTD) insurance with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium.

**Life Insurance** - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

**Dental Insurance** - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.



## **ARTICLE XI**

### **Salary Schedule and Regulations**

- A. Salaries shall be as set forth in Appendix "A" attached hereto and incorporated herein by reference.
- B. Step Changes:
- 1) Newly hired ISPECs hired on or before February 1<sup>st</sup> of the school year shall progress to Step 2 on August 1<sup>st</sup> after 1.5 years of continuous employment as an ISPEC. ISPECs hired after February 1<sup>st</sup> of the school year shall progress to Step 2 on August 1<sup>st</sup> after two full additional school years of continuous employment as an ISPEC.
  - 2) Progression through Steps 3 – 6 within the class on the salary schedule in Appendix "A" shall occur every two years on August 1<sup>st</sup>.
- C. Class (Lane) Changes:
- 1) Official transcripts substantiating any change in classification on the salary schedule and application for class (lane) change must be filed in the **Human Resources office by October 15** of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
  - 2) Class (lane) change requirements:
    - a. Class II – A – requires a Bachelor degree and 12 graduate semester credits in teaching or a related social service degree program.
    - b. Class III – A – requires a Master degree in teaching or related social service degree program.
- D. Newly hired employees shall be hired on the salary schedule on the salary class (lane) to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which he/she had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.

## **ARTICLE XII**

### **Seniority**

**Seniority** - Seniority shall be determined by the date of hire as an Integration Specialist. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application. When seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

## **ARTICLE XIII**

### **Layoff**

**Layoff Policy** - In the event of declining enrollments, budgetary constraints or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off based upon unit seniority. The least senior employee shall be laid off first. The laid off employee will be placed on the re-employment list and have re-employment rights for a period of two (2) years from the date of the layoff. The District will maintain an official ISPEC re-employment list.

Recall from layoff shall be based upon unit seniority. The most senior laid off employee shall have the first right to recall. An employee on layoff shall have re-employment rights to a position in the bargaining unit that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position. An employee on layoff shall have re-employment rights to a position at the same level as the employee's position before layoff. An employee shall not be allowed to be recalled into a promotional or higher level position. Employees declining a recall offer shall be considered presumed resigned and will be removed from the re-employment list.

## **ARTICLE XIV**

### **Probation, Discipline and Discharge**

- A. **Probation** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason.
- B. **Discipline** – Following probation, one (1) school year of consecutive employment with the School District, said employee shall not be discharged, suspended, or demoted (excluding demotions for budgetary requirements) except for just cause. Notice of said discharge, suspension, or demotion (excluding demotion for budgetary requirements) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reason given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article III, Grievance Procedure and Arbitration.

## **ARTICLE XV**

### **Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.



## ARTICLE XVI

### **Duration**

- A. **Term and Reopening Negotiations** This Agreement shall remain in full force and effect for a period commencing July 1, 2018, through June 30, 2020, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or the bargaining rights are terminated by law for the bargaining unit. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2020, it will give written notice of such intent no later than April 30, 2020.
- B. The Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- C. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.
- D. **Effect** - This Agreement constitutes the full and complete Agreement between the District and the Union as the exclusive representative of this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, concerning terms and conditions of employment which are inconsistent with these provisions.
- E. **Finality** - Matters contained in this Agreement shall not be open for negotiation during this term of this Agreement except as stated in this Agreement. Matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and are not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.
- F. **Severability** - All provisions of this Agreement are subject to the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect.

Dated at Duluth, Minnesota this 19<sup>th</sup> day of January, 2021.

EDUCATION MINNESOTA DULUTH  
INTEGRATION SPECIALISTS (ISPEC)

By: \_\_\_\_\_

Union President

INDEPENDENT SCHOOL DISTRICT  
NO 709

By: \_\_\_\_\_

Chairperson of the School Board

By: \_\_\_\_\_

Clerk of the School Board

## APPENDIX A

### Integration Specialists (ISPEC)

#### Annual Salary Schedule

	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2020-2021	\$39,238	\$39,630	\$40,027	\$40,427	\$40,832	\$41,240
	BA - Teaching or a Related Social Service						
	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2020-2021	\$41,193	\$41,605	\$42,021	\$42,441	\$42,866	\$43,294
	BA+ 12 Graduate Semester Credits in Teaching or a Related Social Service						
	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2020-2021	\$46,362	\$46,826	\$47,294	\$47,767	\$48,245	\$48,727
	MA in Teaching or a Related Social Service						

Longevity:	After completion of 10 years of service in the unit: \$400 will be added to the base pay at the beginning of the following year.
	After completion of 15 years of service in the unit: \$600 will be added to the base pay at the beginning of the following year.
	After completion of 20 years of service in the unit: \$800 will be added to the base pay at the beginning of the following year.