

MASTER AGREEMENT

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

INFORMATION TECHNOLOGY SPECIALISTS

July 1, ~~2023~~ 2025 – June 30, ~~2025~~ 2027

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Information Technology Specialists Employees
2023 – 2025 -- 2027

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Information Technology Specialists, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Information Technology Specialists during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed as Information Technology Specialists.
- Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.
- Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III DEFINITIONS

- Section 1. Full-time Employees: Shall mean an employee who is assigned to work at least 1400 hours per year.
- Section 2. Union: Information Technology Specialists.
- Section 3. Union Member: A member of the Information Technology Specialists.
- Section 4. Employee: A member of the exclusively recognized bargaining unit.
- Section 5. Probationary Period: **Effective July 1, 2010** All newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 90 working days of service, the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.
- Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.
- Section 7. Superintendent: Superintendent of Independent School District 191.
- Section 8. Union Officer: Officer elected or appointed by the Information Technology Specialists.

- Section 9. Duty Day: The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.
- Section 10. Basic Work Year: The employee work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- Section 11. Direction of Duties: All technology work assignments requiring the use of district property, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Information Technology Specialists.
- Section 12. Overtime: Hours worked beyond a forty-hour work week will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities. Employees eligible for overtime shall be paid in the next pay period following when submission of overtime is made within the District payroll schedule.

ARTICLE IV EMPLOYER AUTHORITY

- Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.
- Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

ARTICLE V UNION SECURITY

- Section 1. Dues Check-off: The employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.
- Section 2. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.

- Section 3. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.
- Section 4. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).
- Section 5. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

ARTICLE VI PERFORMANCE OF DUTIES

- Section 1. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.
- Section 2. Vacation: Effective July 1, 2024, full-time employees shall earn vacation equivalent to 1.75 days per month worked to be allocated at the beginning of the fiscal year. After an employee has completed seven (7) years of district service as an Information Technology Specialist, the employee shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover.
- Section 3. Daily and Hourly Rate of Pay: In the event the District needs to determine a daily rate of pay for an exempt employee, the employee's annual salary will be divided

by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a non-exempt employee, the employee's daily rate of pay will be divided by eight hours.

- Section 4. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 10 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

ARTICLE VII HOLIDAYS

- Section 1. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth and two floating holidays to be scheduled with the approval of the Information Technology specialist's immediate supervisor.
- Section 2. In the case of an emergency or a change in the school calendar requiring an employee to work a holiday identified in Section 1, the employee shall be awarded a floating holiday and a personal day to use within the current fiscal year. The awarded personal day is not subject to ARTICLE X, Section 6 and may be taken without negatively impacting them for the attendance incentive.

ARTICLE VIII CLOSING AND EMERGENCY DISMISSALS

- Section 1. In the event the superintendent closes facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. In the event the facilities of the District are closed a second time or more because of inclement weather, employees shall have a choice of working or taking a personal day, a vacation day, or a sick leave date if applicable.
- Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

ARTICLE IX
COMPENSATION

Section 1.

2023-2024 2025-2026

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 44,400	\$ 46,300	\$ 48,300
TECH SPEC 2	\$ 61,600	\$ 64,150	\$ 66,750
TECH SPEC 3	\$ 80,750	\$ 83,150	\$ 85,750
TECH SPEC 4	\$ 91,600	\$ 94,650	\$ 97,850

2024-2025 2026-2027

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 45,400	\$ 47,350	\$ 49,400
TECH SPEC 2	\$ 63,000	\$ 65,650	\$ 68,300
TECH SPEC 3	\$ 82,600	\$ 85,050	\$ 87,700
TECH SPEC 4	\$ 93,700	\$ 96,850	\$ 100,100

Section 2. Step Movement: Information Technology Specialists hired after January 1st shall not advance a step until July 1st the following calendar year. Thereafter, Information Technology Specialists will advance one step on July 1st, provided they have successfully completed a year of service.

Section 3. At the time of employment, relevant outside experience may be considered for appropriate step placement.

Section 4. Stipend: ~~Effective July 1, 2011, a Video Production Technology Stipend in the amount of \$3,500 will be paid to the Information Technology Specialist who prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$100 per meeting, provided the meeting requires significant preparation and time.~~ Effective July 1, 2024, for those within the unit, a Video Production Technology Stipend in the amount of \$5,000 will be paid to the employee who prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$250 per meeting, provided the meeting requires significant preparation and time. A stipend of \$6,000 will be paid to the Information Technology Specialist designated as the Senior Systems Administrator.

Section 5. Longevity: ~~Effective July 1, 2011, after ten (10) years of service within the unit, an Information Technology Specialist will receive \$1,000 above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive \$1,500 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive \$2,500 above their base salary.~~ Effective July 1, 2023, after five (5) years of service within the unit, an Information Technology Specialist will receive \$1,500 above their base salary. After ten (10) years of service within the unit, an Information Technology Specialist will receive \$3,000

above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive \$5,000 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive \$7,500 above their base salary. After thirty (30) years of service, an Information Technology Specialist will receive \$10,000 above their base salary.

ARTICLE X LEAVES

Section 1. Sick Leave: Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease. Sick leave may not be used to conduct personal business.
- c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.
- d. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

- e. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- f. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

Section 2. Bereavement Leave: An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The Executive Director of Administrative Services may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Section 3. Personal Leave: An employee may take up to one (1) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Section 4. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Section 5. Other Types of Leave: To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Section 6. An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to seven hundred fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate equal to four hundred fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

The conversion rate for leave days shall be one hundred fifty dollars (\$150) per day.

"Leave days" include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

ARTICLE XI GROUP INSURANCE

- Section 1. Insurance Benefits: As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.
- a. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 100% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - b. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - c. Both Spouses Employed: If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. Dental Insurance: The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. Group Term Life Insurance: All employees shall be provided life and dismemberment insurance coverage in the amount of \$50,000 at District expense, subject to the insurance company's terms and conditions. Effective July 1, 2005, Information Technology Specialists will each purchase an additional \$100,000 of life insurance. All District participation and contribution shall cease effective on the last working day. However, upon separation from employment, employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.
- f. Long-Term Disability (LTD) Insurance: Income Protection coverage will be provided each employee at District expense. Upon request, Information Technology Specialists may supplement LTD payments with 20 days of accrued personal sick leave on a fractional basis (1/3) of a day to yield up to 60 days of full pay.
- g. Disclaimer: No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

ARTICLE XII BENEFIT PLANS

- Section 1. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.
- Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, are available. Regulations and procedures are available in the Human Resources Office. Board Policy and regulations will be updated annually for compliance with State and Federal Laws. Effective July 1, 2022, the District will match up to \$1,500 per year

to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will match \$2,250. After ten (10) years of service within the unit, an Information Technology Specialist will receive up to \$3,000 match from the District. Effective July 1, 2025, the District will match up to \$1,500 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will match \$2,500. After seven (7) years of service within the unit, an Information Technology Specialist will receive up to \$3,250 match from the District.

- Section 3. Post-Retirement Healthcare Savings Plan: Effective July 1, 2006, the District will contribute \$750.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. In the tenth year of service the district will contribute \$1,150. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated. Effective July 1, 2026, the District will contribute \$1000.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. After the seventh year of service within the unit, the district will contribute \$1,500. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated.

ARTICLE XIII SENIORITY

- Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.
- Section 2. Seniority lists will be published by the Employer on January 1st of each year.
- Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.
- Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year.

Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

ARTICLE XIV DISCIPLINE

- Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.
- Section 2. Suspension, demotions, and discharges will be in written form.
- Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.
- Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.
- Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.
- Section 7. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations.

ARTICLE XV EMPLOYEE RIGHTS - GRIEVANCE

- Section 1. Definitions.
- Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.
- Subd. 2. Days: Days shall mean workdays.
- Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

- Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.
- Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.
- Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

- Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in

P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE XVI MISCELLANEOUS

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. Tuition Reimbursement: The District will reimburse tuition costs to each member of this unit hired prior to July 1, 2000, for approved coursework that is of benefit to the District. Advance approval and verification of successful completion are required. Tuition will not be paid to members of this unit while on leave. For every 32 college semester credits completed an Information Technology specialist will pledge two years of service to the District. In the event an Information Technology specialist leaves prior to fulfilling this commitment; he/she must refund the District tuition expenses.

Effective July 1, 2014, for employees hired into the unit after July 1, 2006, shall be eligible for up to \$1,000 in tuition reimbursement on an annual basis for college coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Administrative Services. The employee must earn at least a C or a Passing grade in a Pass/Fail system in order to be eligible for tuition reimbursement.

Effective July 1, 2014, employees hired into the unit after July 1, 2006, shall be eligible for up to \$1000 in reimbursement on an annual basis for certification coursework germane to their assignment and of benefit to the district. All

coursework must be preapproved by the Executive Director of Administrative Services.

- Section 3. Work Stoppages: In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Technology Specialists covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The members agree that it will not directly or indirectly engage in, support, or assist in any strike against the employer.
- Section 4. Professional Development: The District will pay expenses associated with authorized attendance at conferences and seminars germane to an Information Technology specialist's assignment. Attendance and expenses require advance authorization of the Information Technology specialists' supervisor.
- Section 5. Retirement Age: Retirement age shall be that determined by applicable statutes.
- Section 6. Position Elimination: For an Information Technology Specialist hired prior to July 1, 2000, who leaves the District because of a discontinued position, and choose not to exercise their seniority rights under Article XIII, shall receive two (2) days pay for each year of service in the District. An Information Technology Specialist will not receive severance if he/she voluntarily resigns from a position or if he/she is terminated for cause.

ARTICLE XVII DURATION

- Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, 2025 2027. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- In the event a new Agreement is not in effect on July 1, 2025 2027, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is in effect.
- Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.
- Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

Section 4. This Agreement shall constitute the full complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this contract.

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2025 2027.

IN WITNESS WHEREOF, The parties have signed this Agreement:

For: IN WITNESS WHEREOF, The parties have signed this Agreement:

For: Information Technology Specialists

For: Independent School District 191

Union Lead Negotiator

District Chief Negotiator

Union Steward

Board Chair

Date

Board Clerk

Date

MEMORANDUM OF UNDERSTANDING
Minnesota Paid Family Medical Leave (PFML)

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Information Technology Specialists (hereinafter referred to as the Union), representing the Technology Specialists of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2025 through June 30, 2027.
2. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. The Technology Specialists represented by the Union are covered under this new statute. Given that the Statute may undergo multiple revisions during its implementation, this agreement provides language that allows all parties to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.
3. **Premium Contribution**
 - a. The District and the Union agree that the Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.
4. **Non-Supplementation of State Benefits**
 - a. The Union acknowledges that the District has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
 - b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
 - c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.
5. **Increments for Intermittent Leave**
 - a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.
6. **Relationship to Federal FMLA**
 - a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2027.

Information Technology Specialists
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Information Technology Specialists (hereinafter referred to as the Union), representing the Technology Specialists of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2025 through June 30, 2027.
2. Notwithstanding ARTICLE XIII, Section 1, the parties agree that the following individuals will have seniority dates as listed.

Employee	Seniority Date
Rethlake-Homolka, Pam	10/10/1995
Kopp, Elizabeth A	9/8/2009
Lund, Elliott J	8/29/2011
Meyer, Jessica M	8/31/2015

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2027.

Information Technology Specialists
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____