

**COLLECTIVE BARGAINING AGREEMENT**

**between**

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

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALIST**  
**(ISPEC)**  
**DULUTH, MINNESOTA**

**EFFECTIVE DATES**

**July 1, 2021**

**To**

**June 30, 2023**

## **AGREEMENT**

### **BY AND BETWEEN**

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

**and**

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

**THIS AGREEMENT**, 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

**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

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 V**  
**Assignment and Transfer**

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school for which they are they have the greatest interest, consistent with the needs and requirements of the School District.
- B. Procedures for posting and application assignment and transfer:
  - a. Posting: The following provisions shall apply in the filling of new or vacant positions:
    - 1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
    - 2. The most senior applicant will be selected to fill the position.

All postings shall be posted on the School District's website.

**ARTICLE VI**  
**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.

**ARTICLE VIII**  
**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 IX**  
**Professional Workday and Week**

- A. The calendar year will be 40.4 weeks inclusive of flexible paid contract pays. Seven 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 Districts 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.

**ARTICLE XII**  
**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 – A – requires a combination of teaching or related social service education and experience totaling 5 years.
    - b. Class I – A – requires a combination of teaching or related social service education and experience totaling 10 years.
    - c. Class II – A – requires a Bachelor degree and 12 graduate semester credits in teaching or a related social service degree program.
    - d. Class III – A – requires a Bachelor degree and 24 graduate semester credits in teaching or a related social service degree program.
    - e. Class IV – A – requires a Master degree in teaching or related social service degree program.
    - f. Class V – A – requires a Master degree and 12 credits in teaching or related social service degree.
    - g. Class VI – A- requires a Master degree and 24 credits in teaching or related social service degree.
- 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.

- 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 XVII**

### **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 XVIII**

### **Duration**

- A. **Term and Reopening Negotiations** This Agreement shall remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023, 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, 2023, it will give written notice of such intent no later than April 30, 2023.
- 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.

**APPENDIX A**  
**Annual Salary Schedule**

Class A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$37,319	\$37,400	\$38,070	\$38,451	\$38,836	\$39,224
	2022-2023	\$38,159	\$38,241	\$38,927	\$39,316	\$39,710	\$40,107
	Combination of teaching or related social service education and experience totaling 5 years.						
Class I-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$40,121	\$40,246	\$40,928	\$41,337	\$41,751	\$42,168
	2022-2023	\$41,024	\$41,151	\$41,848	\$42,267	\$42,690	\$43,117
	Combination of teaching or related social service education and experience totaling 10 years.						
Class II-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$42,120	\$42,541	\$42,966	\$43,396	\$43,830	\$44,268
	2022-2023	\$43,068	\$43,498	\$43,933	\$44,372	\$44,817	\$45,264
	BA+ 12 Graduate Semester Credits in teaching or a Related Social Service						
Class III-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$44,464	\$44,602	\$45,358	\$45,812	\$46,271	\$46,733
	2022-2023	\$45,465	\$45,606	\$46,379	\$46,843	\$47,312	\$47,785
	BA+ 24 Graduate Semester Credits in teaching or a Related Social Service						
Class IV-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$47,405	\$47,880	\$48,358	\$48,842	\$49,331	\$49,823
	2022-2023	\$48,472	\$48,957	\$49,446	\$49,941	\$50,440	\$50,944
	MA in Teaching or a Related Social Service						
Class V-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$49,767	\$50,611	\$50,767	\$51,275	\$51,788	\$52,305
	2022-2023	\$50,887	\$51,749	\$51,909	\$52,429	\$52,953	\$53,482
	MA + 12 Semester Credits in Teaching or a Related Social Service						
Class VI-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$52,247	\$53,497	\$53,296	\$53,829	\$54,368	\$54,910
	2022-2023	\$53,422	\$54,701	\$54,495	\$55,041	\$55,591	\$56,145
	MA + 24 Semester Credits 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.

**Memorandum of Agreement  
One-Time Recruitment/Retention Stipend**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Education Minnesota Duluth Integration Specialists (ISPEC) (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for ISPECs employed in positions within the ISPEC’s bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a \$600 longevity and retention stipend during the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of agreement separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOA, the term “Employee” refers to individuals employed in a position that is in the ISPEC’s bargaining unit represented by the Union.
2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of \$600 for the 2021-22 school year.
3. An Employee is eligible to receive the longevity and retention stipend if one of the following two criteria are met:
  - a. Employees hired and employed on or prior to June 30, 2021 are eligible if they have remained in active and eligible status through both parties’ ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties’ ratification of the contract.
  - b. Employees hired and employed after June 30, 2021 will be eligible if they remain in active and eligible status through June 10, 2022. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after June 10, 2022.
4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.