

Collective Bargaining Agreement

between

Independent School District 281

Robbinsdale Area Schools

Hennepin County, Minnesota

and

Education Assistants

Robbinsdale Federation of Teachers
Local 872

(American Federation of Teachers, AFL – CIO)

2009-2010

2010-2011



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PREAMBLE

The School Board and the Education assistants of District 281 recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term education goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

AGREEMENT

This Agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Federation of Teachers, Local 872, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA of 1971 as amended, to provide the terms and conditions of employment of education assistants during the duration of this Agreement.

RECOGNITION

In accordance with PELRA of 1971 as amended, the School Board recognizes the Robbinsdale Federation of Teachers as exclusive representative of Education assistants employed by this School Board. The Federation shall represent all the Education assistants of School District 281 as defined in this Agreement.

ARTICLE I Definitions

1-1 Terms and Conditions of Employment

The term "Terms and Conditions of Employment" means the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. This does not mean the retirement contributions or benefits nor does it mean the education policies of the school district.

1-2 Appropriate Unit

For the purpose of this Agreement the term "appropriate unit" shall mean that unit of employees classified by the School Board as education assistants consistent with 1-3 of this Agreement, except that it shall exclude the following: confidential employees, supervisory employees, essential employees, employees whose services do not exceed 12 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

1-3 Education assistants

This shall mean all persons employed and classified as education assistants by the School Board.

The Board and the District Comparable Worth agent recognize four (4) classes of Education assistants. The classes are based on job description and reflect different levels of independent decision making.

1-3-1 Class 1—Adventure Club Education assistants (AT2)

Class 1 shall include education assistants whose primary responsibility is supervision of the students who attend the Adventure Club extended day program. Adventure Club education assistants assist in the planning and implementing of curriculum for Adventure Club children; Supervises recreation leaders and volunteers. (Meet requirement of assistant teacher as outlined in Department of Human Service, Rule 3.)

Class 1 - Monitor and Security Education assistants

Class 1 education assistants shall include monitor and security education assistants whose primary responsibilities include:

Monitor - Supervision of students on the playground, ISS, or in other areas in the school building during normal school hours.

Security - Performing duties to guard against theft or attack during school hours and non-school hours.

1-3-2 Class 1a - Adventure Club Education assistants (Recreational Leaders)

Class 1a shall include education assistants whose primary responsibility is supervision of the students who attend the Adventure Club extended day program. Adventure Club education assistants assist teachers and assistant teachers in planning and implementing daily activities with children in the Adventure Club program.

1-3-3 Class 2 - Adventure Club Education assistants (AT1)

Class 2 shall include education assistants whose primary responsibility is supervision of the students who attend the Adventure Club extended day

program. Adventure Club education assistants plan and implement curriculum for children in the Adventure Club program. Supervise volunteers and recreation leaders to work effectively with children. (Meet requirement of teacher as outlined in Department of Human Service Rule 3.)

Class 2 - Creative Play/Kindergarten Prep Education assistants

Class 2 shall include education assistants whose primary responsibility is working in the Creative Play and the Kindergarten Prep Programs.

Class 2 - Early Childhood Family Education assistants

Class 2 education assistants shall include preschool education assistants whose primary responsibility is supervision of the students who attend the Early Childhood Family Education Center.

Class 2 - Health Education assistants

Class 2 education assistants shall include health education assistants whose primary responsibility shall be to assist school nurses in treating the health needs of elementary, middle school or high school students.

Class 2 - Media and Technology

Class 2 shall include education assistants, whose primary responsibilities include supporting the Media Specialist and school staff, supporting and helping maintain building technology, and supervising activities in the Media Center and computer labs.

Class 2 - Office Education assistants

Class 2 education assistants shall include office education assistants whose primary responsibility shall include performing clerical functions and producing and distributing materials for teachers.

1-3-4 Class 3 – Adult Academic

Class 3 shall include education assistants whose primary responsibility is working in the Adult Academic Program.

Class 3 - Title I Education assistants

Class 3 shall include Title I education assistants whose primary function is to serve students in elementary schools designated by Title I as target schools in District 281. This class is distinguished from others because of the district's source of revenue which is derived totally from Title I of the Federal government's Elementary Secondary Education Act, and such jobs are available contingent on amount of federal funding. EAs in this class shall be required to meet training requirements under No Child Left Behind.

Class 3 - Tutor Education assistants

Class 3 education assistants shall include tutor education assistants whose primary responsibility shall include assisting teaching staff with individual or group learners in specific subject areas.

Class 3- Special Education Assistants

Class 3 education assistants shall include assistants in Special Education in the following subcategories:

3-A Special Education – Resource-level services

3-B Special Education – Center-based Program (EBD, CID, DED)

3-C Special Education – Early Childhood Special Education (ECSE)

3-D Special Education – Due Process EAs

In order to maintain continued employment in this class, the special education assistant must complete a 24 hour special education training course relative to working with students with disabilities and receiving special education services. This would need to be done within the first calendar year of employment. The district will notify eligible participants and provide for financial costs pursuant to the course. Education assistants will be paid their regular rate of pay for the time they spend in any required training.

Education assistants in categories 3-B and 3-C will be provided additional training specific to the program to which they are assigned in a timely manner. Education assistants in category 3-D will be provided additional training specific to due process procedures. The district will notify eligible participants of required training and provide for financial costs pursuant to the training. Education assistants will be paid their regular rate of pay for the time they spend in any required training provided outside of the duty day.

In the event a program should request and receive prior approval for preparation for education assistants during workshop week, a special education assistant may choose to engage in such preparation and shall receive up to 6.5 hours at the special education assistant's hourly rate of pay.

1-3-5 Class 4 – LPN, COTA, PTA, Speech & Language

Class 4 education assistants shall include licensed health care education assistants with specialized training (Licensed Practical Nurses, Certified Occupational Therapy Assistants and Physical Therapy Assistants, Speech and Language Assistants whose primary responsibility shall be to assist licensed providers in the provision of health-related services.

1-4 Vacancy

A vacancy shall mean an unfilled position within the bargaining unit, which the district elects to fill.

1-5 Seniority

Seniority is the most recent date of hire. The seniority date shall be the first day of employment. In case of a tie, the education assistant's last four digits of their Social Security number shall be used; the higher number being more senior.

1-6 Affirmative Action

District 281 and the education assistant unit support the affirmative action plan which states that District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, except where such status is a bona fide occupational qualification.

Article II School Board Rights

2-1 Inherent Managerial Rights

The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

2-2 Management Responsibility

The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide education opportunity for the students of the school district.

2-3 Effect of Laws, Rules and Regulations

All employees covered by this Agreement shall perform the non teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, federal laws, and by the School Board rules, regulations and directions issued by properly designated officials of the school district.

2-4 Reservation of Board's Rights and Duties

This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to whatever is necessary for the proper establishment, maintenance, and management of the public school system.

Article III Education assistants and Federation Rights

3-1 Right to Join

Education assistants have the right to join any education assistant organization, but membership in an education assistant's organization shall not be required as a condition of employment.

3-2 Right to Discuss Complaint

No education assistant shall be prevented from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedure hereinafter set forth in Article IV.

3-3 Dues Check Off

Education assistants shall be allowed dues check off to the Federation. Upon receipt of a properly executed authorization card of the employee, the School District will deduct from the employee's pay the dues which the employee has agreed to pay to the exclusive representative. Such deductions shall normally be made in 20 equal installments beginning in September.

3-4 RFT Education assistant Building Representatives

The RFT education assistant president/designee and building representatives shall be allowed reasonable time during the work year to carry out the duties necessary for the purpose of communicating Federation business to members of the unit. Such time shall

be arranged between the RFT education assistant president/designee's or building representative and the building principal.

Up to seven (7) days leave per year shall be granted to the education assistants' bargaining unit upon request of the Federation president for purposes related to the conduct of bargaining unit business.

3-5 Education assistant Evaluation

When a written evaluation of an education assistant is made by his/her supervisor, the following procedures shall be followed:

3-5-1 Material Filed

The education assistant shall be given an opportunity to read the written evaluation. The education assistant shall sign the copy to be filed, with the understanding that this means that the education assistant has read the material, but not that the education assistant necessarily agrees with its content.

3-5-2 Right to Answer Material Filed

The education assistant shall have the right to answer any material filed and the education assistant's answer shall be attached to the file copy.

3-5-3 Reproduction of Material Filed

The education assistant may have reproduced any material in the education assistant's file at the education assistant's expense.

3-5-4 Performance Evaluation

Normally, education assistants shall be evaluated every year by the building principal or applicable supervisor.

3-6 Union Representation

Education assistants shall be entitled to have a Federation representative present at meetings with district officials when the nature of the meeting involves disciplinary action in accordance with 6-7 Dismissal Due to Unsatisfactory Work, and 7-2 Transfer Guidelines Involving Unsatisfactory Work.

3-7 Labor/Management Committee

The Federation and the District agree to the concept of a labor/management committee. The purpose of the labor/management committee shall be to discuss and exchange ideas on issues not specifically covered in the collective bargaining agreement.

Article IV Grievance Procedure

4-1 Definition

A "grievance" shall mean an allegation by an education assistant resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this Agreement. Where the singular use of the word education assistant is used, the plural of education assistants may be substituted, where applicable.

4-2 Representation

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf. The education assistant must be present at all steps of the procedure which he/she elects to pursue and he/she may be represented by the Federation.

4-3 Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4-4 Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

4-5 Days

Reference to days regarding time periods in this procedure shall refer to work days. A work day is defined as all days education assistants are required to be on duty. During the summer months, a day shall be defined as a normal district work day (Monday through Friday, excluding all holidays).

4-6 Extension of Time Limits

Time limits specified in this Agreement may be extended by mutual agreement.

4-7 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

4-8 Investigation of Grievances

The investigation of grievances shall not interfere with the ordinary process of education in District 281.

4-9 Adjustment of Grievances

All efforts shall be made by the education assistants to resolve any existing conflict with the supervisor or administrator directly involved. Any grievance must be filed within fifteen (15) work days from the alleged grievance. Every effort shall be made to keep the grievance from being carried over into another fiscal year. A grievance of an education assistant during the course of employment shall be presented and adjusted in the following manner:

4-9-1 First Level

The statement of the grievance shall be in writing and the proceedings informal. It shall be submitted on the prescribed form to the first level administrator who possesses the authority to adjust the grievance. A copy shall be submitted to the Federation and the Director of Human Resources.

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within ten (10) work days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the education assistant in order to seek a satisfactory settlement of the grievance.

The supervisor or administrator shall submit a decision in writing to the education assistant, to the superintendent, and to the Federation. If a satisfactory settlement cannot be reached within ten (10) work days, the second level may be initiated within two (2) work days thereafter.

4-9-2 Second Level

Any education assistant who has not received a satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within ten (10) work days of the receipt of the grievance, the superintendent or designee shall meet with the aggrieved, the supervisor, or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent or designee shall render a decision in writing to the parties involved. If a satisfactory settlement cannot be reached within ten (10) work days after the superintendent's hearing, the third level may be initiated within five (5) work days thereafter.

4-9-3 Third Level

If a satisfactory settlement is not reached in the second level, either party may voluntarily request mediation through the Bureau of Mediation Services. The School Board will receive notice that the grievance has reached the third level. Both parties must agree to use this step; otherwise the unresolved grievance will proceed to the fourth level.

4-9-4 Fourth Level

Within said five (5) work days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Minnesota Bureau of Mediation Services (BMS) to submit a list of five arbitrators, providing such request is made within fifteen (15) work days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains which shall be the agreed upon arbitrator. Failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

4-10 Hearing

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. Unless the issue is stipulated by the parties, each party will submit a written statement of the issue at the outset of the arbitration hearing. The arbitrator shall swear all witnesses upon oath.

4-11 Decision

The decision by the arbitrator shall be within thirty (30) calendar days after the close of the hearing. Decisions in cases properly before the arbitrator shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided by the PELRA of 1971, as amended. The arbitrator shall issue a written decision and Order including Findings of Fact, which should be based upon substantial and competent evidence, presented at the hearing.

4-12 Expenses

Each party shall bear its own expenses in connection with arbitration or mediation including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties will share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

4-13 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

4-14 Appearance and Representation

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the education assistant's personal leave. School hours are defined herein as the hours during which the education assistant is assigned to duty.

Article V Working Conditions

5-1 Holidays

Education assistants working 12 hours or more per week will receive seven (7) paid holidays per year as follows: Fall Professional Conference Day (usually the third Friday in October), Thanksgiving Day, the Friday after Thanksgiving, Martin Luther King Day (third Monday in January as long as it is a non-student contact day for teachers), Presidents' Day, Monday after Easter, and Memorial Day. Part-time employees will be paid for holidays on a pro-rated basis, based on the number of hours assigned per week.

5-1-1 Work Hours

If an education assistant is required to work during workshop week, the education assistant shall receive a paid holiday for Labor Day. The minimum requirement for this provision is 12 hours of work during workshop week. Holiday pay will be pro-rated. The payment for Labor Day shall be based on the number of hours worked divided by 5.

5-1-1-1 Breaks

Four (4) hour education assistants shall have a fifteen (15) minute break. Full-time education assistants shall have a thirty (30) minute

non-paid duty free lunch and a fifteen (15) minute break in the morning, and a fifteen (15) minute break in the afternoon unless individual variations are pre-approved by program supervisor or principal.

5-1-2 Class 2 - Early Childhood Family Education Center

For education assistants who work 12 hours or more per week and are normally scheduled to work on the day of and the week of the recognized holidays will be paid the regular number of hours they are normally scheduled to work that day. The holidays include Labor Day, Fall Professional Conference (usually the third Friday in October), Thanksgiving Day, the Friday after Thanksgiving, Martin Luther King Day, Presidents' Day, the Monday after Easter, and Memorial Day.

5-1-3 Split Shift Differential

ECFE Education Assistants who work split shifts will be paid a differential of \$.15 per hour.

5-2 Religious Holidays

Education assistants may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Education assistants requesting time off for a religious holiday shall submit a request setting forth the full particulars to the Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some education assistants to have three (3) days for religious observances, an additional day may be granted upon application to the Director of Human Resources for approval.

5-3 School Calendar

The approved school calendar is set forth in Appendix D.

5-4 Paydays

All salary payments to education assistants shall be paid by direct deposit bi-weekly. The district payroll department will publish an annual fiscal calendar of payroll dates. Direct deposit will be issued according to this annual calendar.

Education assistants who have no health insurance or single health plan shall have the option of annualized pay. Education assistants shall notify Human Resources in writing by August 1.

5-5 Step Increases

A full salary step increase will be granted at workshop week to an education assistant who is employed by District 281 prior to February 1. Education assistants not at the top of the salary schedule shall be eligible for a step increase at workshop week. Education assistants who work 52 weeks will receive their step increase on July 1.

5-6 Jury Duty

Education assistants called for jury duty shall suffer no loss in compensation from the school district. Education Assistants who receive a summons are to notify the school principal or supervisor immediately of the proposed dates of service and request a substitute when needed. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

5-7 School Closings

If school is closed education assistants will be paid for the number of hours they were scheduled to work. If school start time is delayed due to inclement weather education assistants shall be paid their regular hours of work.

5-7-1 School Delay

In the event that school is delayed, EAs should report to work as soon as safe travel is possible.

5-8 Professional Growth

5-8-1 Workshops

The district will provide eight (8) and up to twelve (12) hours of workshops during the school year for all education assistants. Education assistants shall be paid at their regular hourly rate. If an education assistant wishes to attend a class after school hours, related to his/her position, he/she must first receive approval from the building principal or Program Director and then final approval from the Human Resources Office. If this additional time is approved, education assistants shall be paid at their regular hourly rate. These workshops are above and beyond the eight (8) and up to twelve (12) hours of workshops.

5-8-2 Training

Any education assistant who is required to receive training for their job will be paid their normal rate of pay during that training.

5-8-3 Professional Development Incentive

Education assistants may receive up to \$400.00 professional development incentive for completing courses in district approved subject areas. All courses must be pre-approved by the Human Resources Department. In order to receive the incentive, the education assistant must complete three (3) or more semester credits of college level courses, or fifty (50) or more hours of seminars/training/staff development in the approved subject areas within two (2) years of receiving approval.

The district will fund a maximum of twenty-five (25) professional development incentives not to exceed \$10,000 total. Payment will be made to education assistants on a first come, first serve basis. To receive payment an official transcript or certificate of completion/attendance must be submitted to the Human Resources Department.

5-9 Building Schedules

Specific education assistant schedules will be determined by the District. Education assistants shall not be assigned to professional duties performed by teachers. In the event of an emergency, the building principal may temporarily assign education assistants to duties other than their regular duties.

5-10 Travel Time

Education assistants whose position requires them to work in two or more sites on any given day will be paid travel time and mileage at the district rate.

5-11 Personal Care Attendant

Education assistants shall not be employed by an individual or agency as a Personal Care Attendant or similar duties for any student or sibling of a student currently in the class for which the education assistant is assigned during the school year.

Article VI Job Security

6-1 Probationary Period

New education assistants shall serve a probationary period, which shall consist of 120 working days. During this period they shall have no seniority and may be discharged with or without cause. Upon satisfactory completion of the probationary period the education assistant's seniority shall date back to the most recent date of hire.

An education assistant who leaves a position in one job title to fill a vacancy in another job title shall serve a probationary period of ninety (90) days in the new position. If the district determines within the 90 day period that this move is not successful, it shall transfer the education assistant back to the education assistant's original job title. If a vacancy is not immediately available, the district will provide the education assistant with comparable employment in the district until a position becomes available in the education assistant's original job title.

6-2 Seniority

Seniority for education assistants working 12 hours or more a week shall accumulate from the original date of hire or the date the education assistant was assigned to work 12 hours or more per week. If an education assistant resigns and is subsequently rehired by the District, seniority shall accumulate from most recent date of hire.

6-2-1 Accumulation of Seniority

Seniority shall be accumulated separately according to job title.

6-2-2 Loss of Seniority

Accumulated seniority shall be lost if the education assistant:

- a. Resigns voluntarily.
- b. Is discharged for just cause.

Seniority shall not be lost while education assistants are on child care or medical leave of up to two (2) years.

6-2-3 Seniority List

The District Human Resources Office shall maintain a complete seniority list for all education assistants which shall be kept up-to-date. Between February 1 and February 15 of each year the Human Resources Office shall send to each RFT education assistant building representative and the RFT office an up-to-date seniority list. Individual members of the education assistants bargaining unit shall receive a copy of the seniority list upon request.

An education assistant who disagrees with the accuracy of any of the information on the preliminary seniority list shall have ten (10) working days to obtain a correction from the District, or ten (10) working days from the date of distribution of the final seniority list to challenge through the grievance procedure as set forth in this Agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

6-2-4 Seniority Application when an Education assistant Changes Job Title

Education assistants who change to a new job title shall retain their seniority date and their current step.

6-3 Layoffs

When conditions require a reduction in the number of education assistants, the education assistants shall be laid off in order of seniority according to job title. The education assistant with the least seniority by job title should be the first laid off. Education assistants placed on the district's official layoff list shall remain on this list, if not re-employed by District 281, for a period of one year and four months.

If two education assistants have identical seniority by job title, the decision as to who must be laid off first from the building will be determined by the last four digits of the education assistant's Social Security number. The education assistant with the smallest such number shall be laid off first.

6-3-1 Retention Out of Order

An education assistant may be retained out of order by job title seniority when education assistants with greater seniority do not possess the necessary qualifications or competencies. The decision on qualification and competencies shall be made by the Director of Human Resources and any education assistant who disagrees with his/her decision may use the grievance procedure to seek relief.

6-3-2 Notice of Layoff

Education assistants who are laid off due to a reduction in the total number of education assistants shall receive notice of layoff at least three (3) weeks in advance of the layoff.

6-3-3 Education Assistant Selection Pool

The date and time of the Education Selection Pool shall be agreed upon in the spring between Human Resources and the President of the Education assistants. Displaced education assistants will have the opportunity to select their new assignment from a list of available/vacant positions within his/her job title.

Selection Pool Procedures:

- Only displaced education assistants can participate in the pool and ranked in order by seniority.
- All available /vacant positions are listed by job title and will include hours/day, job duties, and qualifications.
- Displaced education assistants will select positions by seniority within his/her job title.
- A full time education assistant works 6.5 hours or more per day. A full time education assistant displaced due to layoffs or school closings is entitled to a position with hours equal to or greater than the hours the education assistant worked in his/her most recent position.
- Part-time displaced education assistants do not have the right to select a full-time position, unless there are no full-time education assistants in his/her job title without a position.
- If there is a position available equal to the education assistant's previous year's hours, the education assistant must select the position, select a position for less hours, or resign.
- If the only position(s) available is for less hours than the education assistant worked during the previous year, the displaced education assistant may select a lesser position and still be placed on the layoff list, or the education assistant may decline to make a selection and be placed on the layoff list. In either case the education assistant shall have a right to recall to a position with the same number of hours he/she worked the previous year.
- Displaced education assistants who fail to attend the selection pool meeting will be placed in a position after the close of the pool.

6-4 Recall

Recall shall be by seniority within job title. An education assistant who is laid off shall have recall rights to a position equal in hours to that position from which the education assistant was laid off, or a full time education assistant may select a position with more hours. If the only position available at recall is one containing less hours than the position from which the education assistant was laid off, the education assistant may take this available position without giving up his/her rights to a position containing greater hours.

6-5 Vacancy

A vacancy shall mean an unfilled position within the education assistants bargaining unit which the district elects to fill. Education assistants may apply for vacancies which occur during the current school year. Seniority shall be only one of several criteria used in filling current school year vacancies.

6-5-1 All vacant positions shall be posted within ten (10) working days. These positions shall be filled by education assistants.

6-6 Posting

All education assistant vacancies will be posted on the office bulletin board and the RFT bulletin board in each building where any education assistant is employed. This posting shall be for a period of not less than five (5) working days. Education assistants may apply for such positions within five (5) days of the initial posting date, with application being made, in writing, to the Director of Human Resources. The filling of such vacancy shall be subject to the approval of the Director of Human Resources.

An education assistant may apply for an open position within the building before that position is open to all education assistants, if qualified. Information regarding vacancies, including vacancies occurring during the summer, may be obtained by calling the district's employment hotline for non-licensed staff. Access to the hotline is 763-504-8120.

6-7 Dismissal Due to Unsatisfactory Work

An education assistant who has completed the required probationary period will be disciplined for just cause only.

6-8 Resignations

The School Board requires two (2) weeks notice, in writing, from an education assistant who chooses to resign.

6-9 Steps of Discipline

Normally, the following disciplinary actions may be imposed for good and sufficient grounds:

1. Oral reprimands
2. Written reprimand
3. Administrative Transfer (May be omitted)
4. Suspension with or without pay
5. Termination

An education assistant has the right to RFT representation starting at Step 2 of the discipline procedure. The RFT will be notified of any disciplinary measures. If the education assistant does not want the RFT notified, he/she must state that in writing to the Director of Human Resources, the building principal, or their supervisor. When the discipline is an oral reprimand, the discipline may not be grieved.

Article VII Transfers

7-1 Types of Transfers

There shall be two types of transfers--Involuntary Transfers and Voluntary transfers.

7-1-1 Involuntary Transfers

Involuntary transfers shall be initiated by the district for the following reasons:

1. Enrollment changes
2. Staff reduction (layoffs)
3. Building closings
4. Programmatic needs
5. Unsatisfactory work
6. Other good and sufficient reasons

7-1-2 Voluntary Transfers

A voluntary transfer is a transfer initiated by an education assistant member who wishes to change building assignments. Such requests shall be made in writing to the Director of Human Resources. Such transfers shall be done within fifteen (15) working days from the date of posting.

7-2 Transfer Guidelines Involving Unsatisfactory Work

If the District determines that an education assistant's work is unsatisfactory, the following steps will be taken:

7-2-1 Written Evaluation and Help

The appropriate District administrator shall make a written evaluation of the education assistant's work and shall make reasonable efforts to help improve the education assistant's work performance.

7-2-2 Written Notice on Continued Unsatisfactory Work

If the education assistant's work remains unsatisfactory, the District shall notify the education assistant in writing, stating the reasons for the dissatisfaction.

7-2-3 Written Notice of Transfer

After notice has been given to the education assistant and after corrective steps have been attempted, if the education assistant's work does not improve to the District's satisfaction, it may transfer the education assistant to another building.

7-2-4 Receiving Principals Shall Be Informed

The receiving principal shall be informed as early as possible of the education assistant's transfer and shall also be informed of the previous steps taken to help the education assistant.

7-2-5 Immediate Transfers

The procedure described in 7-2-1 through 7-2-4 shall not prohibit the District from immediately transferring an education assistant for just cause.

7-3 Involuntary Transfer Procedure

Normally, the procedure for processing involuntary transfers excluding transfers for unsatisfactory work shall be the following:

7-3-1 Seniority

When it is necessary to reduce the number of education assistants in a building and transfer an education assistant out of that building, the education assistant transferred shall be that education assistant in that building who possesses the least seniority by job title as outlined in 6-2-1.

This shall be true unless another education assistant in that building shall volunteer to leave in order to facilitate the staff reduction.

If two education assistants have identical seniority, the decision as to who must be transferred from the building will be determined by the last four digits of the education assistant's Social Security number. The education assistant with the smallest such number shall be transferred first.

7-3-2 No Bumping

Except as provided in Section 6-3, no education assistant may bump or claim the position of another education assistant in a similar job title based upon the education assistant's seniority.

**Article VIII
Leaves of Absence**

8-1 Sick Leave

Sick leave of ten (10) days will be granted for each school year and shall accumulate without limit. All absences pertaining to illness, medical, or dental appointments shall be deducted from sick leave. An education assistant may be required to submit a doctor's certificate for frequent or extended absences prior to returning to work and prior to being deemed eligible for paid sick leave.

It is understood that the ten (10) days of sick leave shall be granted at the rate of one per month; September through June of each school year.

Sick leave may be used by an education assistant for illness in the immediate family which shall be defined as spouse, child, foster child, parent and legal guardian. The District may require a doctor's certificate on family care leave claims for three days or more. All leaves will be deducted from accrued sick leave.

8-1-1 Sick Leave Incentive

Education assistants who do not use more than two (2) days of sick leave during the school year are eligible for a sick leave incentive. The incentive is prorated if less than full-time and based on regularly scheduled hours per day. Personal leave will not be counted against sick leave incentive use.

A day is the number of hours an Education assistant is scheduled to work.

Zero hours of sick leave used	\$300
Up to 1 (one) day of sick leave used	\$250
Up to 2 (two) days of sick leave used	\$190

For an education assistant to be eligible for the sick leave incentive pay, the education assistant must be hired by October 1 of the current school year, and must work the entire program year.

8-2 Bereavement Leave

A leave of absence with pay, not to exceed five (5) days shall be granted because of the death of an employee's spouse, significant other, brother, sister, child, parent, or legal guardian. Up to three (3) days shall be granted because of death in the family which shall be defined as grandparents, grandchildren, parent-in-laws, brother or sister-in-law, son or daughter-in-law, aunts and uncles. Such leave shall not be deducted from sick leave and unused leave for such purposes shall not be accumulated. In addition to the leaves specified in this section, employees may use up to two (2) days of personal leave for bereavement. Should an employee need to use bereavement leave days non-consecutively, such request must be submitted in writing to Human Resources.

8-3 Child Care Leave

Child care leave shall be granted for birth or adoption. Such leave shall be granted because of the need to prepare and provide parental care to a natural born or adopted child or children. An employee making application for child care leave shall submit a written request to the Director of Human Resources of the intention to take the leave at least two (2) calendar months before commencement of the intended leave. Accumulated sick leave may be used in lieu of unpaid leave.

A pregnant employee will also provide at the time of the leave application a statement from the physician indicating the expected date of delivery, the term of disability, and the date that the employee will be physically able to return to work.

All child care leaves shall be without compensation, except for sick leave use for the period of time during which the employee is temporarily, medically disabled because of a pregnancy or a pregnancy-related condition.

The child care leave including the period of disability shall not exceed twelve (12) months in duration. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension of the leave. The employee's position at the time of the leave shall be held for 60 working days.

8-3-1 Length of Leave

Each child care leave shall not exceed twelve (12) months. However, if complications arise as a result of pregnancy or adoption, an education assistant may apply for additional leave time. Seniority will only be granted for the first year of child care leave.

8-3-2 Reassignment

Education assistants returning from authorized leave shall have the option of returning to the same or similar position.

8-3-2-1 Subsequent School Year

If an education assistant desires to resume work in the fall of the subsequent school year and notifies the Director of Human Resources by February 1 of the intention to resume work, the education assistant shall be entitled to a comparable position based on seniority.

8-3-2-2 Subsequent School Year Salary

An education assistant will not accrue credit for salary advancement while on leave of absence. Salary schedule placement will be determined on the basis of Article 5-5, Step Increases.

8-3-2-3 Sick Leave Benefits

Pregnancy related disability shall be treated the same as any other disability. At the education assistant's discretion the provisions of this section may be utilized separately or in conjunction with the child care leave provisions described in 8-3. The sick leave provisions described in 8-1 shall be available for pregnancy related disability.

A licensed physician's statement, submitted at the time a pregnant education assistant requests sick leave benefits, will determine a reasonable period of time in which the patient is judged by medical criteria to be unable to perform employment responsibilities.

The individual in question may choose not to use the sick leave provision in Article 8-1, in which case the individual would have the right to request a leave of absence as provided in this section.

An education assistant may choose to use a combination of sick leave for a reasonable length of time as determined by a licensed physician's statement and leave of absence for a further extended period of time.

8-4 Personal Leave

In the event it is necessary for an education assistant to be absent from duty to conduct personal business which cannot be attended to outside of the work day, said education assistant shall be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave will be deducted from sick leave. If an education assistant does not use all three (3) personal days in the school year, one (1) personal day shall be carried over to the following school year. An education assistant may not accumulate more than four (4) personal days in a school year. Personal leave is not normally granted on days prior to or following a break or holiday. Exceptions may be granted on an individual basis by the building principal or immediate supervisor.

8-5 Medical Leave

An education assistant may request in writing to be placed on medical leave. A physician's written statement shall accompany the request for medical leave that includes a diagnosis of the illness/injury, prognosis for recovery, and limitations that may be placed on the education assistant's ability to perform assigned responsibilities, beginning date of the leave and, if possible, the return date. All medical information provided by the employee's physician shall be confidential. The School Board may extend medical leave if requested by the employee not to exceed two (2) years. If the leave is for three months or less, a substitute education assistant will normally fill the position.

8-6 Other Leaves of Absence without Pay

An education assistant employed at least three (3) years with District 281 may request a leave of absence for personal reasons. When the requested leave of absence is to care for a seriously ill child, spouse, significant other, or parent, the district may waive the three-year requirement. Leave of absence without pay may be granted for a period of up to one year. By mutual consent, such a leave may be extended beyond one year.

During this period of time seniority will not accumulate. The employee may continue health benefits at no cost to the district. Upon return the education assistant shall have a right to a vacancy based upon seniority. Requests for such leaves must be submitted to the Director of Human Resources by August 1.

8-7 Military Leave

Education assistants shall be eligible for up to fifteen (15) days of military leave without loss of pay in accordance with Minnesota Statute 192.26. Requests for such leave shall be submitted to the Director of Human Resources by the education assistant upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders.

8-8 Unpaid Leave

Unpaid leave of up to five (5) days per year may be granted to an education assistant for extenuating circumstances, not including vacation. Requests must be in writing to the building principal or immediate supervisor. Under certain circumstances the Director of Human Resources may grant additional days. Exceptions may be granted on an individual basis by the building principal or immediate supervisor.

**Article IX
Welfare**

9-1 Hospitalization/Major Medical

9-1-1 District Contribution

The district will contribute to the medical insurance plan as follows:

Effective	Single	Family Plan
January 1, 2010	\$496.00	\$652.00
January 1, 2011	\$546.00	\$702.00

An Education assistant may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase family coverage. The health insurance family plans will include coverage of all children up to the age of 25 as long as they are full-time students of an accredited secondary or post-secondary school.

9-1-2 Full-Time Education assistants

For full-time education assistants who enroll in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500, the District shall contribute monthly the amount listed plus an annual VEBA contribution as listed below. Education assistants who work an average of 20 hours or more, but less than 32.5 hours per week and participate in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500 shall receive one-half of the District's monthly contribution plus one-half of the annual contribution to the VEBA as listed below:

Effective	Single	Family	VEBA
January 1, 2010	\$496.00	\$652.00	\$41.67 per month
January 1, 2011	\$546.00	\$702.00	\$41.67 per month

9-1-3 Part Time Education Assistants

For any education assistant working an average of 20 hours or more, but less than 32.5 hours per week, the School Board will participate in the hospitalization/medical insurance program by paying one-half of what it pays for full time education assistants toward the annual premium for insurance. Any additional premium shall be borne by the employee and paid by payroll deduction.

9-1-4 Title I Education Assistants

Title I education assistants who are scheduled to work six (6) hours per day shall be eligible to participate in the group hospitalization/medical insurance with the district contributing the exact dollar amount as full time education assistants.

9-2 Long Term Disability Insurance

All education assistants provided they work 25 hours or more per week, may apply for long term disability insurance; however, the entire premium shall be paid by the employee with no Board participation.

9-3 Authorized Deductions

Education assistants may individually and voluntarily authorize deductions for district approved deduction programs.

9-4 Dental Insurance

The School Board will pay 100% of the annual single premium and 80% of the family premium for education assistants who participate in the district's group dental insurance plan, providing they work 32.5 hours or more per week.

Part-time education assistants who work at least 20 hours a week may participate in the district's single dental plan with the district paying 100% of the premium. Part-time education assistants who work at least 20 hours per week may participate in the family dental plan, but the district will contribute only the amount it contributes to a single plan.

Effective January 1, 2005, Title I Education assistants who are scheduled to work six (6) hours per day shall be eligible to receive the district contribution of 100% of the annual single premium and 80% of the family premium; the same as full time Education assistants.

9-5 Sick Leave Pool

New employees working at least twelve (12) hours per week are eligible to join the Sick Leave Pool within thirty (30) days of hire.

9-6 Life Insurance

Effective September 1, 1995, each full-time education assistant may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$30,000. The School District will pay seventy-five (75%) percent of the monthly premium. Up to three (3) additional units (one unit equals \$30,000) may be purchased through the group, with the cost to be borne by the employee. Education assistants must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

9-7 Tax Deferred Compensation for Full-time Education Assistants

The District will annually match up to \$600.00 for 2009-2010 and for 2010-2011 for an education assistant to participate in a deferred compensation plan upon completion of at least three (3) full-time years of employment or the equivalent of three (3) years of full-time employment.

Equivalency of three (3) years is defined as an education assistant who has accrued at least 3451 hours and is currently scheduled at least 32.5 hours per week. The District will match up to \$600 annually for the 2009-2010 school year and for the 2010-2011 school year, from the District's approved vendor list. The District match is prorated twice

monthly based on full-time status. When employee deposits are discontinued, the District match will also be discontinued.

Title I Education assistants

Title I education assistants who are scheduled to work six (6) hours per day shall be eligible to participate in the District matching compensation program provided that the years or equivalency requirements are satisfied.

9-8 Severance

To qualify for severance, an education assistant, at the time of retirement, must be at least 55 years of age with 15 years of service. The district will buy back one (1) hour of pay for every two (2) hours of unused sick leave at the hourly rate at the time of retirement.

Payment for unused sick leave shall be in one (1) lump sum within two (2) months following the date of retirement into a health care savings account. In case of employee's death, un-drawn severance shall be paid to the employee's designated beneficiary, or if none has been designated or if the designated beneficiary predeceases or dies within three (3) days of the retiring employee, then to the employee's secondary beneficiary or estate.

9-9 Retiree Health Insurance

At the time of retirement an education assistant who is a member of the District 281 major medical and hospitalization group plan may continue in the group at no cost to the school district unless prohibited by the insurance carrier.

Article X Basic Schedules and Rates of Pay

2009-2010 and 2010-2011 Salary Schedules

The wages and salaries reflected in Appendix E attached hereto shall be a part of the Agreement for the 2009-2010 and 2010-2011 school years.

Article XI No Strike-Lock-Out Pledge

The Federation or any member thereof will not engage in or encourage strike action, withholding of services, or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lockout against the Federation by the School Board during the life of this contract.

Article XII Duration and Effect

12-1 Savings Clause

If any provision of this Agreement is or shall at any time be contrary to federal, state, or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute provisions shall be subject to appropriate consultation and negotiation with the Federation.

12-2 Severability

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

12-3 Effect

This Agreement constitutes the full and complete agreement between the School Board and the Federation representing the education assistants of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions.

12-4 Finality

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

12-5 Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009. If either party desires to modify or amend this Agreement commencing on July 1, 2009, they shall give written notice of such intent no later than May 1, 2009, unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement and until the extension period defined in PELRA has expired.

Appendix A

Extended Year/Extended Day Programs

1. **Hiring**
Education assistant positions in the extended year/extended day programs shall be filled by qualified education assistants on the regular employed staff of the preceding school year, if such qualified education assistants are available and file an application. Members of the education assistants bargaining unit of District 281, if qualified, shall be given priority over non-bargaining unit members in obtaining extended year/extended day employment.

2. **Salary**
Extended year/extended day employment salary shall be the same hourly rate as the current school year.

3. **Pay Dates**
Salary payment shall be made according to normal pay schedule.

4. **Bereavement Leave**
Article 8-2 shall apply to extended year/extended day employment.

5. **Sick Leave**
Article 8-1 shall apply to extended year/ extended day employment.

6. **Personal Leave**
Article 8-4 shall apply to extended year/extended day employment.

Appendix B Adventure Club

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement except sections 5-7, 5-9, 6-3-2, as well as Article VII apply to Adventure Club Education assistants. If there is any deviation from this understanding, it is either noted in the specific article and section, or is specified below in this Appendix.

Working Conditions

1. Training

Adventure Club education assistants will be paid to attend required training. In addition, Adventure Club education assistants will be paid to attend specific training in CPR and First Aid.

2. Breaks

- a. Four (4) hour per day Adventure Club education assistants shall have a fifteen (15) minute break.
- b. Full-time Adventure Club education assistants shall have a thirty (30) minute unpaid duty free lunch and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Education assistants scheduled to supervise children during lunch need to sit with them during that time. This supervisory responsibility will not interfere with the unpaid midday break.

3. Split Shifts

Adventure Club Education assistants who work split shifts will be paid a differential of \$.15 more per hour. Differential will be paid during winter/spring breaks.

4. Layoff

When it is necessary to reduce the number of Adventure Club education assistants, the layoff shall be in order of seniority by job title. An education assistant with the least seniority in the affected job title shall be the first to be laid off.

5. Recall

Recall shall be in order of seniority by job title. The education assistant with the most seniority in the given job title shall be recalled first from the layoff list. An education assistant's right to recall shall be terminated based on any of the following events:

- a. Resignation
- b. Retirement
- c. Discharge
- d. Refusal to return following recall to a position of similar hours and work schedule.

6. Reinstatement

Education assistants laid off from employment by the School District at the conclusion of the school year that are subsequently recalled to employment by the beginning of the subsequent school year in the fall will be reimbursed for the School District's share of the contribution for health and dental insurance coverage if the education assistant elects to continue to participate in the insurance coverage at the education assistant's own expense in the interim.

7. Seniority

Adventure Club education assistants who move up a level shall retain their seniority.

8. **Adventure Club**

Education assistants who have worked at least twelve (12) hours per week within the bargaining unit will go back to their original date of hire.

9. **Sick Leave**

The number of hours of sick leave available annually shall be two (2) times the average number of hours worked per week. That amount shall be prorated for education assistants who do not work for 38 weeks. Sick leave may be accumulated from year to year. An education assistant may use sick leave for religious holidays pursuant to section 5-2 of this agreement or section 10 of this Appendix B. Shall also apply to summer employment for 52 week employees who work 12 or more hours per week.

10. **Holidays**

Adventure Club education assistants working twelve (12) hours or more per week will receive seven (7) holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Martin Luther King Day, Presidents' Day, Memorial Day, and July 4. Holiday pay shall be paid at the education assistant's normal daily rate for the year.

Winter Recess Employment

Adventure Club education assistants working during winter recess, shall receive two (2) paid holidays, December 25 and January 1. Holiday pay shall be paid at the education assistant's normal daily rate for the year.

Spring Recess Employment

Adventure Club education assistants working during spring recess, shall receive two (2) paid floating holidays. Holiday pay shall be paid at the education assistant's normal daily rate for the year. The holiday must be taken by June 30 of the current fiscal year subject to the approval of the site supervisor.

11. **Religious Holidays**

Education assistants may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Education assistants requesting time off for a religious holiday shall submit an application setting forth the full particulars to the Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some education assistants to have three (3) days for religious observances, an additional day may be granted upon application to the Director of Human Resources for approval.

12. **Dental Insurance**

The School Board will pay 100% of the annual single premium and 80% of the family premium for education assistants who participate in the district's group dental plan, providing they work 32.5 hours or more per week. Part-time education assistants who work at least 20 hours per week may participate in the family dental plan, but the District will contribute only the amount it contributes to a single plan.

13. **Life Insurance**

Effective September 1, 1994, each full-time education assistant may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$30,000. The School District will pay seventy-five (75%) percent of the monthly premium. Up to three additional units (one unit equals \$30,000) may be purchased through the group, with the cost to be borne by the employee. Education assistants must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.

14. **Snow Days**

If the Adventure Club site remains open on a day when the District declares a snow day and classes in the District are canceled, Adventure Club education assistants who work at that site will report to work as soon as conditions for travel are safe unless told by a supervisor not to report.

Those education assistants who are scheduled and do report to work shall receive one and one-half times the regular rate of pay for the hours worked that day. Those who are not needed to report to work will be paid for their regular number of hours, if they were normally scheduled to work.

Late Start

Education assistants who are scheduled and report to work before the delayed start time shall receive one and one half times the regular rate of pay for that amount of delayed time. Adventure Club education assistants who are scheduled to work but are not requested to report to work shall receive his/her regular pay for the delayed time.

If the schools close during the middle of the school day, all staff scheduled to work are expected to report to work as soon as possible, unless told by a supervisor not to report. Staff will be allowed to leave work as soon as parents pick up children. Education assistants will be paid for the hours actually worked, or their normal shift, whichever is greater.

15. **Cold Weather**

If the Adventure Club site remains open on a day when the District schools are closed because of cold weather, Adventure Club education assistants who are scheduled to work during these conditions will report to work, unless told by a supervisor not to report to work.

Those education assistants who are scheduled and report to work shall receive one and one-half times the regular rate of pay for the hours worked that day. Those who are not needed to report to work will be paid for their regular number of hours, if they were normally scheduled to work.

16. **Vacation**

All 52 week Adventure Club education assistants will be eligible for a paid vacation based on an average weekly rate for the year. Education assistants with 0-10 (zero to ten) years of service shall receive two (2) weeks paid vacation. Education assistants with 10 or more years of service shall receive three (3) weeks vacation and Education Assistants with 20 or more years of service will receive four (4) weeks vacation. Vacation schedules are subject to the approval of the Adventure Club Site Supervisor in accordance with the policies and procedures adopted by the Adventure Club.

17. **Summer Employment**

The following procedures shall apply for the purpose of determining Adventure Club summer program staff:

- a. Any Adventure Club education assistant hired prior to July 1, 1988, who is not on a twelve (12) month work year shall not be required to work the summer months.
- b. All Adventure Club education assistants who are designated as fifty-two (52) week employees shall be assigned to the Adventure Club summer program. In the event the district determines that not all 52-week education assistants are needed to staff the summer program, the 52-week education assistants shall be reduced on the basis of seniority.
- c. If there are additional staffing needs, following the assignment of 52-week Adventure Club education assistants, such assignments will be offered to returning summer program staff from the previous year. To the extent practicable, such determinations will be made by April 15.
- d. If there are additional staffing needs remaining following the assignment of 52 week Adventure Club education assistants and assignment of returning staff, any additional assignments will be posted utilizing the posting procedures as soon as practicable. Such additional assignment will be posted for a minimum of five (5) days until May 15. Any additional assignments that occur following May 15 shall be posted for three (3) days. Selection of candidates for additional summer program assignments will be made based on qualifications, Adventure Club seniority, and district seniority.

Appendix C

Creative Play/Kindergarten Prep

All Articles of this Collective Bargaining Agreement shall apply to Creative Play/Kindergarten Prep education assistants, except Articles 5-1, 5-3, 6-3, 8-1, 8-4.

Working Conditions

1. **Fall Set-Up**
Compensation for school start-up tasks such as name tags, place mats, and developing children's files for twenty students is allocated for two (2) hours per class.

2. **Hours Worked**
If an education assistant is required to work during workshop week, the education assistant shall receive a paid holiday for Labor Day. The minimum requirement for this provision is 12 hours of work during workshop week. Holiday pay will be pro-rated. The payment of Labor Day shall be based on the number of hours worked divided by five (5).

3. **Holidays**
Each education assistant in Creative Play/Kindergarten Prep shall receive seven (7) paid holidays. These holidays will include Labor Day, Fall Professional Conference Day (usually the third Friday in October), Thanksgiving Day and the Friday following Thanksgiving, Martin Luther King's Birthday, Presidents' Day, and Monday after Easter. In addition, education assistants whose classes are still in session will be paid for Memorial Day.

4. **Personal Leave**
In the event it is necessary for an education assistant to be absent from work to conduct personal business which cannot be attended to outside the work day, education assistants shall be granted three (3) days of personal leave per year without salary deduction. Request for such leave must normally be submitted at least three (3) days in advance to the Program Director. Each day used for personal leave will be deducted from sick leave.

5. **Sick Leave**
The number of hours of sick leave earned annually shall be two (2) times the average number of hours worked per week. Sick leave may be accumulated from year to year.

Sick Leave Incentive

Education assistants who do not use more than two (2) days of sick leave during the school year are eligible for a sick leave incentive. The incentive is prorated if less than full time and based on regularly scheduled hours per day. Personal leave will not be counted against sick leave incentive use.

A day is the number of hours an Education assistant is scheduled to work.

Zero hours of sick leave used	\$255.00
Up to 1 (one) day of sick leave used	\$205.00
Up to 2 (two) days of sick leave used	\$145.00

For an education assistant to be eligible for the sick leave incentive pay, the education assistant must be hired by October 1 of the current school year and must work the entire program year.

6. **Staff Reduction**

When it is necessary to reduce the number of education assistants, the layoff shall be in order of seniority. The Creative Play/Kindergarten Prep education assistant with the least seniority shall be the first to be laid off. Reductions in staff shall take place by the last Friday in August before workshop week.

7. **Substitute Pay**

A Creative Play education assistant shall be paid at his/her regular pay when serving as a substitute.

8. **Breaks**

Four (4) hour education assistants shall have a fifteen (15) minute break. Full-time education assistants shall have a thirty (30) minute non-paid duty free lunch and a fifteen (15) minute break in the morning, and a fifteen (15) minute break in the afternoon unless individual variations are pre-approved by program supervisor.

9. **Calendar**

Appropriate dates to begin work for the school year will be mutually agreed upon by the supervisor and education assistant.

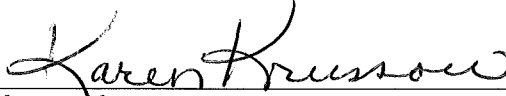
Collective Bargaining Agreement

The School Board shall furnish a printed copy of this collective bargaining contract to each education assistant in the bargaining unit. Fifty copies shall be furnished to the Federation.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Robbinsdale Federation of Teachers, Local 872,
American Federation of Teachers, AFL-CIO


Independent School District 281
Robbinsdale Area Schools




Karen Krussow
President, Education Assistants
Chief Negotiator, Education assistants



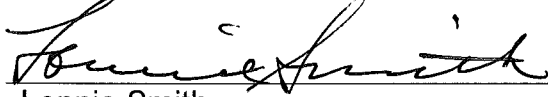
Tom Walsh
Chair of the School Board




Peter Eckhoff
President
Robbinsdale Federation of Teachers



Helen Bassett
Clerk of the School Board



Lonnie Smith
Executive Director of Business Svcs



Stephanie Crosby
Executive Director of Human Resources

Dated this 19 day of April, 2010.

August 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31 <small>Professional Development/ Workshop</small>					

September 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <small>Professional Development/ Workshop</small>	2 <small>Professional Development/ Workshop</small>	3 <small>Professional Development/ Workshop</small>	4 <small>Academy Day</small> <small>Professional Development/ Workshop</small>	5
6	7 LABOR DAY <small>HOLIDAY</small>	8	9	10	11	12
		1	2	3	4	
13	14	15	16	17	18	19 Rosh Hashannah
		5	6	7	8	9
20	21	22	23	24	25	26
		10	11	12	13	14
27	YOM KIPPUR	29	30			
		<small>————— Elem Conference Window —————></small>				
		15	16	17		

October 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
					K	SUKKOT
				— Elem Conference Window →		
				18	19	
4	5	6	7	8	9	10
					K	
	— Elem Conference Window →					
	20	21	22	23	24	
11	12	13	14	15	16	17
				PROFESSIONAL CONFERENCE		
	— Elem Conference Window →			Professional Development/ Workshop	Comp	Holiday
	25	26				
18	19	20	21	22	23	24
	27	28	29	30	31	
25	26	27	28	29	30	31
	32	33	34	35	36	

November 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
					End 1st Quarter	
	37	38	39	40	41	
8	9	10	11	12	13	14
	42	43	44	45	46	
15	16	17	18	19	20	21
	47	48	49	50	51	
22	23	24	25	26	27	28
				THANKSGIVING HOLIDAY		
	52	53	Comp			
29	30					
	54					

December 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		End Trimester 1				
		55	56	57	58	
6	7	8	9	10	11	12
	59	60	61	62	63	
13	14	15	16	17	18	19
	64	65	66	67	68	
20	21	22	23	24	25	26
	WINTER					
27	28	29	30	31		
	BREAK					

January 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
		WINTER BREAK				
3	4	5	6	7	8	9
	69	70	71	72	73	
10	11	12	13	14	15	16
	74	75	76	77	78	
17	18	19	20	21	22	23
	MARTIN LUTHER KING DAY <small>Holiday</small>	End Semester I				
	79	80	81	82		
24	25	26	27	28	29	30
	<small>Professional Development/ Workshop</small>	83	84	85	86	
31						

February 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
	87	88	89	90	91	
7	8	9	10	11	12	13
	92	93	94	95	96	
14	15 PRESIDENTS DAY Holiday	16	17	18	19	20
		97	98	99	100	
21	22	23	24	25	26	27
	_____ Elementary Conference Window _____ →					
	101	102	103	104	105	
28						

March 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	1	2	3	4	K	K	6
	_____ Elementary Conference Window _____ →					End Trimester 2	
	106	107	108	109	110		
7	8	9	10	11	12	13	
	_____ Elementary Conference Window _____ →						
	111	112	113	114	115		
14	15	16	17	18	19	20	
						End 3rd Quarter	
	116	117	118	119	120		
21	22	23	24	25	26	27	
	121	122	123	124	125		
28	29	30	31				
PALM SUNDAY	PASSOVER						
	S P R I N G B R E A K						

April 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2 GOOD FRIDAY	3
	SPRING BREAK					
4 EASTER	5 PASSOVER	6	7	8	9	10
	Comp	126 127 128 129				
11	12	13	14	15	16	17
	130 131 132 133 134					
18	19	20	21	22	23	24
	135 136 137 138 139					
25	26	27	28	29	30	
	140 141 142 143 144					

May 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
	145 146 147 148 149					
9 MOTHERS DAY	10	11	12	13	14 	15
	150 151 152 153				Comp	
16	17	18	19	20	21	22
	154 155 156 157 158					
23	24	25	26	27	28	29
	159 160 161 162 163					
30	31 MEMORIAL DAY					
	Holiday					

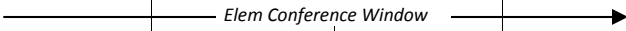
June 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		164	165	166	167	
6	7	8	9 LAST STUDENT DAY	10 LAST STAFF DAY — GRADUATION	11	12
	168	169	170	Professional Development/ Workshop		
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

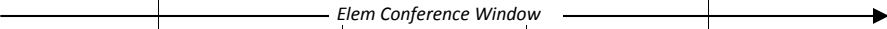
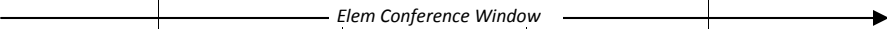
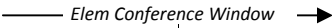
August 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 <small>Professional Development/ Workshop</small>	31 <small>Professional Development/ Workshop</small>				


September 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <small>Professional Development/ Workshop</small>	2 <small>Professional Development/ Workshop</small>	3 <small>Academy Day</small>	4
5	6 LABOR DAY <small>HOLIDAY</small>	7	8	9	10	11
	5 6 7 8 9					
12	13	14	15	16	17	18
	10 11 12 13 14					
19	20	21	22	23	24	25
	15 16 17 18					
26	 <i>Elem Conference Window</i>					

October 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 K	2
3	4	5	6	7	8 K	9
						
10	11	12	13	14	15	16
						
17	18	19	20	21	22	23
						
24	25	26	27	28	29	30
31	32	33	34	35	36	

November 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5 End 1st Quarter	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
						
28	29	30				

December 2010

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			56	57	58	
5	6	7	8	9	10	11
	59	60	61	62	63	
12	13	14	15	16	17	18
	64	65	66	67	68	
19	20	21	22	23	24	25
	WINTER					
26	27	28	29	30	31	
	BREAK					

January 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
	69	70	71	72	73	
9	10	11	12	13	14	15
	74	75	76	77	78	
16	17 MARTIN LUTHER KING, JR DAY <small>Holiday</small>	18	19	20	21 End Semester 1	22
		79	80	81	82	
23	24 <small>Professional Development/ Workshop</small>	25	26	27	28	29
		83	84	85	86	
30	31					
	87					

February 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		88	89	90	91	
6	7	8	9	10	11	12
	92	93	94	95	96	
13	14	15	16	17	18	19
	97	98	99	100	101	
20	21 PRESIDENTS DAY Holiday	22	23	24	25	26
		102	103	104	105	
27	28					
	106					

March 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		107	108	109	110	
6	7	8	9	10	K	K
	— Elementary Conference Window —>					
	111	112	113	114	115	
13	14	15	16	17	18	19
	— Elementary Conference Window —>					
	116	117	118	119	120	
20	21	22	23	24	25	26
	— Elementary Conference Window —>				End 3rd Quarter	
	121	122	123	124	125	
27	S P R I N G B R E A K					

April 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Spring Break	2
3	4	5	6	7	8	9
126		127	128	129	130	
10	11	12	13	14	15	16
131		132	133	134	135	
17	PASSOVER			21	22 GOOD FRIDAY	23
136		137	138	139	Comp	
24 EASTER	25 Comp	26	27	28	29	30
		140	141	142	143	

May 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
144		145	146	147	148	
8 MOTHERS DAY	9	10	11	12	13	14
149		150	151	152	153	
15	16	17	18	19	20	21
Fishing Opener	154	155	156	157	158	
22	23	24	25	26	27	28
159		160	161	162	163	
29	30 MEMORIAL DAY Holiday	31				
		164				

June 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			165 166 167			
5	6	7	8 LAST STUDENT DAY	9 LAST STAFF DAY GRADUATION <div style="border: 1px solid black; padding: 2px; font-size: 0.8em;">Professional Development/ Workshop</div>	10	11
	168 169 170					
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Appendix E Wage Rates

2009-2010 Education Assistants					
Step	Class I (AT2, Playground, Hall, Bus and Parking Lot Monitors)	Class 1-a (Rec Leaders)	Class 2 (Clerical, Media, Health, ECFE, ATI, Cr Play)	Class 3 (Title I, Special Ed, Adult Academic, Tutors)	Class 4 (LPN, COTA, PTA, S/L)
1	\$9.58	\$8.38	\$11.95	\$13.70	\$15.44
2	\$9.99	\$8.80	\$13.49	\$14.92	\$16.33
3	\$10.41	\$9.21	\$14.50	\$15.92	\$17.32
L5	\$10.71	\$9.52	\$14.90	\$16.31	\$17.72
L10	\$11.01	\$9.83	\$15.19	\$16.61	\$18.02
L15	\$11.31	\$10.12	\$15.48	\$16.91	\$18.33
L20	\$11.59	\$10.41	\$15.79	\$17.19	\$18.60
L25	\$12.12	\$10.94	\$16.31	\$17.71	\$19.12

2010-2011 Education Assistants					
Step	Class I (AT2, Playground, Hall, Bus and Parking Lot Monitors)	Class 1-a (Rec Leaders)	Class 2 (Clerical, Media, Health, ECFE, ATI, Cr Play)	Class 3 (Title I, Special Ed, Adult Academic, Tutors)	Class 4 (LPN, COTA, PTA, S/L)
1	\$9.68	\$8.46	\$12.07	\$13.84	\$15.60
2	\$10.09	\$8.89	\$13.63	\$15.07	\$16.49
3	\$10.52	\$9.30	\$14.65	\$16.08	\$17.49
L5	\$10.82	\$9.62	\$15.05	\$16.47	\$17.90
L10	\$11.12	\$9.93	\$15.34	\$16.78	\$18.20
L15	\$11.42	\$10.22	\$15.64	\$17.08	\$18.52
L20	\$11.71	\$10.52	\$15.95	\$17.36	\$18.79
L25	\$12.24	\$11.05	\$16.47	\$17.89	\$19.31

L = Length of service in the school district after 5, 10, 20, or 25 years.

Memo of Understanding

The District and RFT – Education assistants unit agree to develop a plan for competency based compensation, to be considered for implementation in the 2009-2011 collective bargaining agreement.

The plan will be developed with four (4) representatives of the Education assistants unit and four (4) representatives of the District. Costs associated with the development will be assumed by the District, including study materials and compensation for non-work time.

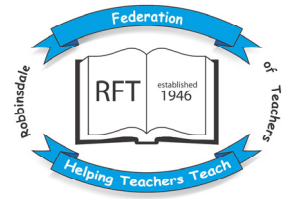
The parties agree that the first meeting of the study team will be held within one month of the ratification of this agreement.

The parties agree to three three-hour meetings beyond the contract day scheduled with a commitment for a one-half day by the end of June 2010. Education Assistants on the study team will be paid their regular rate of pay.

Memo of Understanding

Locked Storage

The District will provide locked storage for personal belongings for all Education Assistants.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 281 (hereinafter "School District") and the Robbinsdale Federation of Teachers, Local 872 (hereinafter "RFT").

WHEREAS the RFT is the exclusive representative of Educational Assistants in the collective bargaining agreement and

WHEREAS the parties wish to amend the qualifying status of Educational Assistants in schools that are designated as "School Wide Title One Sites"

WHEREAS the requirements for working as an Educational Assistant are spelled out as follows:

Section 1119. Elementary and Secondary Education Act, Title I Requirements of Paraprofessionals.

Option A: Two years of study at an institution of higher education; Minnesota's standard: A minimum of 60 semester credits or the amount required to complete two years of full time enrollment as determined by the institution attended; Option B: An Associate's (or higher) degree; Minnesota's standard: An AA, AS, AAS (or higher) degree; OR Option C: A demonstration, through a formal state or local academic assessment: a. knowledge of and the ability to assist in instructing reading, writing and math; or b. knowledge of and the ability to assist in instructing reading readiness, writing readiness and mathematics readiness as appropriate. Minnesota's standard (for C) can be met by completing ParaPro test. The cut score for ParaPro is 460.

Sec. 200.58 Qualifications of Paraprofessionals.

Title I of the ESEA, as amended by the NCLB Act requires that paraprofessionals meet higher standards of qualification. For the purposes of Title I, Part A, a paraprofessional is an employee of an LEA who provides instructional support in a program supported with funds under subpart A of Title I. This includes any paraprofessional who provides instructional support in a school-wide program school.

"Paraprofessionals who provide instructional support" [include] those who (1) provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher, (2) assist with classroom management, such as by organizing instructional materials, (3) provide instructional assistance in a computer laboratory, (4) conduct parental involvement activities, (5) provide instructional support in a library or media center, (6) act as a translator, or (7) provide instructional support services under the direct supervision of a highly qualified teacher. *[Title I, Section 1119(g)(2)]*

Note: Title I instructional paraprofessionals working solely as translators or who only conduct parental involvement activities must have a high school diploma or its equivalent, but they do not have to meet the additional requirements.

NCLB (2001) provides three options for paraprofessionals who assist with instruction to meet the requirements as stated here.

Further the duties which all Educational Assistants within such sites are guided by the following statutory guidelines.

Sec. 200.59 Duties of Paraprofessionals.

Paraprofessionals providing instructional support are expected to have knowledge of and the ability to assist in instructing reading, writing and math; or b. knowledge of and the ability to assist in instructing reading readiness, writing readiness and mathematics readiness as appropriate. All paraprofessionals in school-wide schools and all Title I paraprofessionals in targeted assistance schools must work under the close supervision of highly qualified teachers.

(a) A paraprofessional covered under Sec. 200.58 may not be assigned a duty inconsistent with paragraph (b) of this section.

(b) A paraprofessional covered under Sec. 200.58 may perform the following duties:

- (1) One-on-one tutoring for eligible students if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher--that is, not during the regular school day.
- (2) Assisting in classroom management.
- (3) Assisting in computer instruction.
- (4) Conducting parent involvement activities.
- (5) Providing instructional support in a library or media center.
- (6) Acting as a translator.
- (7) Providing instructional support services.

(c) (1) A paraprofessional may not provide any instructional support service to a student unless the paraprofessional is working under the direct supervision of a teacher who meets the requirements in Sec. 200.56. (References highly qualified licensed teachers).

(2) A paraprofessional works under the direct supervision of a teacher if--

- (i) The teacher plans the instructional activities that the paraprofessional carries out;
- (ii) The teacher evaluates the achievement of the students with whom the paraprofessional is working; and
- (iii) The paraprofessional works in close and frequent physical proximity to the teacher.

(d) A paraprofessional may assume limited duties that are assigned to similar personnel who are not working in a program supported with funds under subpart A of this part--including non-instructional duties and duties that do not benefit participating students--if the amount of time the paraprofessional spends on those duties is the same proportion of total work time as the time spent by similar personnel at the same school.

Assistance in Reading Instruction may include but is not limited to:

- phonemic awareness
- phonics
- reading fluency
- vocabulary instruction
- reading comprehension

Assistance in Writing Instruction may include but is not limited to:

- the writing process
- grammar, usage, and mechanics
- rhetorical effectiveness

Assistance in Mathematics Instruction may include but is not limited to:

- arithmetic, numbers and operation
- functions and algebra
- geometry and measurement
- probability and statistics
- mathematical problem solving and reasoning

Work with Students may include but is not limited to:

- classroom strategies
- child development
- managing individual's behaviors
- managing group behaviors

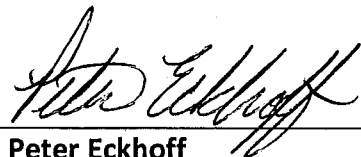
Now, therefore, for the 2010-2011 contract period, the staffing requirements for those buildings designated as School Wide Title One Sites, will require that all Education Assistants meet the requirements under the guidelines above.

Further, all Education Assistants working at those sites will be compensated at Class 3 or Class 4 rates as noted in the collective bargaining agreement.

Teachers of District 281

Affiliated with AFL-CIO

Robbinsdale Federation of Teachers, Local 872



Peter Eckhoff

Chief Negotiator/President

Independent School District 281



Stephanie Crosby

Executive Director of Human Resources