

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TWIN CITIES GERMAN IMMERSION SCHOOL**

**AND**

**EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL  
EMPLOYEES; TWIN CITIES GERMAN IMMERSION SCHOOL EDUCATION  
SUPPORT PERSONNEL**

**EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2022**

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**Article I  
Purpose**

**Section 1. Parties:** THIS AGREEMENT is entered into between the Twin Cities German Immersion School (hereinafter referred to as the Employer) and Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School Educational Support Personnel (hereinafter referred to as the Exclusive Representative) pursuant to and in compliance with the National Labor Relations Act, as amended (hereinafter referred to as the NLRA) to provide, in writing, the agreed upon terms and conditions of employment for instructional staff for the duration of this Agreement

**Article II  
Recognition of Exclusive Representative**

**Section 1. Recognition:** In accordance with the NLRA, the Employer recognizes Education Minnesota Federation of Charter School Employees: Twin Cities German Immersion School as the Exclusive Representative of all full-time and regular part-time educational assistants and after school child care program employees who are employed by the Employer at its St. Paul, Minnesota facility. The Exclusive Representative shall have those rights and duties as established by the NLRA and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent full-time and regular part-time education assistants and after school child care program employees employed by the Employer at its St. Paul, Minnesota facility, excluding supervisory and confidential employees, office staff, lunch and facilities staff, teachers, managers, guards, interns, and all other employees.

**Article III  
Definitions**

**Section 1. Employer:** as used herein includes the Twin Cities German Immersion School Board of Directors (school board) or its designated representative(s).

**Section 2. Terms and Conditions of Employment:** shall mean the hours of employment and the compensation therefor including fringe benefits, except contributions to the Public Employees' Retirement Association as required by state statute, but does not mean the educational policies of the Employer.

**Section 3. Full-Time Employee:** shall mean a member of the bargaining unit who is regularly scheduled to work at least seven (7) hours per day, exclusive of a duty free lunch, for 176 days during the school year.

**Section 4. Part-Time Employee:** shall mean a member of the bargaining unit who is regularly scheduled to work fewer than seven (7) hours per day, exclusive of a duty free lunch, or fewer than 176 days during the school year.

**Section 5. School Year:** shall mean the period of time from July 1 to June 30.

**Section 6. Other Terms:** Terms not specifically defined in this Agreement shall have those meanings as defined by the NLRA.

## **Article IV Employer Rights**

**Section 1. Management Responsibilities:** The Exclusive Representative recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of Twin Cities German Immersion School within its legal limitations, and with its primary obligation to provide educational opportunity for the students of Twin Cities German Immersion School.

**Section 2. Inherent Managerial Rights:** The Exclusive Representative recognizes that the Employer 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; the selection and direction and number of personnel; and taking whatever action is either necessary or advisable to determine, manage and fulfill the Employer's mission and to direct the Employer's employees.

The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

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

### **Section 3. Effect of Laws, Rules, and Regulations:**

**Subd. 1.** The Exclusive Representative recognizes that all Employees covered by this Agreement shall perform the duties and responsibilities prescribed by the Employer and shall be governed by the laws of the State of Minnesota and by the Employer's rules, regulations, directives, and orders issued by the Employer's properly designated officials.

**Subd. 2.** The Exclusive Representative also recognizes the right, obligation, and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

**Subd. 3.** All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section 4: Subcontracting and Use of Substitutes.**

**Subd. 1. Child Care Program Subcontracting.** The Employer may subcontract or otherwise assign bargaining unit work associated with the after school child care program to individuals who are not members of the bargaining unit to the extent deemed appropriate by the Employer. The Employer has the right to use vendors for staffing of positions and work associated with the after school child care program done by employees covered by this bargaining unit.

**Subd. 2. Use of Substitutes.** The Employer may utilize substitutes to cover employee absences or fill temporary vacancies in this bargaining unit. No individual may continuously hold the position of substitute for any one position in this bargaining unit for longer than sixty (60) consecutive work days. After such time, the employment of the substitute becomes subject to the terms and conditions of this Agreement.

### **Article V Employee Rights**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any member of the bargaining unit to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same is not designed to or does not circumvent the right of the Exclusive Representative or interfere with or disrupt the Employer's operations.

**Section 2. Right to Organize:** Members of the bargaining unit shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

### **Section 3. Personnel Files:**

**Subd. 1.** Upon the written request by the employee, the Employer shall provide the employee with an opportunity to review the employee's personnel file outside of the employee's regular work day. The employer shall comply with a written request by an employee to review his/her personnel file no later than three (3) working days after receipt of the request. The personnel file must be made available for review by the employee during the Employer's normal hours of operation at the administrative offices. After the review and upon the employee's written request, the Employer shall provide a copy of the file to the employee. The Employer shall not charge a fee for the copy, so long as the employee has not made a request for copies within the preceding twelve (12) months.

**Subd. 2.** Employees shall receive a copy, either electronically or by paper, of any formal evaluation that is placed in the Employee's individual personnel file.

## **Article VI Exclusive Representative Rights**

**Section 1. Meet and Confer:** "Meet and confer" means the exchange of views and concerns between Employers and the employees on subjects which are not terms and conditions of employment.

**Subd. 1.** The Employer and Exclusive Representative recognize the benefit of meeting and conferring on matters relating to employment which are not terms and conditions of employment.

**Subd. 2.** The Exclusive Representative shall select up to three representatives to meet and confer with up to three representatives of the Employer on matters which are not terms and conditions of employment.

**Subd. 3.** If requested by either party, the parties shall meet and confer up to three (3) times per school year. The parties may meet and confer more than three (3) times per year by mutual consent. The time and location of such meetings shall be determined by mutual agreement.

**Subd. 4.** Either party may bring any issue to Meet and Confer so long as the issue is not a term and condition of employment.

## **Section 2. Dues Checkoff:**

### **Subd 1.** Dues Checkoff.

- (a) Any member of the bargaining unit may authorize the Employer to deduct from his/her pay the amount of dues charged by the Exclusive Representative. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective.
- (b) Upon receipt of a signed Exclusive Representative authorization card of the employee involved, the Employer shall deduct from the employee's pay the duly authorized union dues, payable by the employee to the Exclusive Representative during the period provided for in said authorization.
- (c) When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing and forwarded to the Payroll Office within that week.
- (d) The Exclusive Representative will determine and notify the Employer of the annual amount/amount per pay period to be deducted. The Exclusive Representative shall notify the Employer of any change in the rates of membership dues in each year.

**Subd. 3.** Remittance. Payroll deductions provided shall be remitted to the Exclusive Representative within fourteen (14) days after the deduction was made. The Employer shall furnish the Exclusive Representative with a record of those for whom deductions have been made and the amounts of the deduction.

**Subd. 4.** Information to the Exclusive Representative. The Employer shall, upon request, provide the Exclusive Representative with the name, address, telephone number and hiring date of any new employee hired and, further, the Employer shall, upon request, provide the Exclusive Representative with the name of any employee covered by this Agreement who terminates employment.

## **Section 3. School Buildings and Facilities**

**Subd. 1.** Use of Facilities, Mail Boxes, Email, and Bulletin Boards: The Employer shall permit the Exclusive Representative to use building facilities for meetings pertaining to official Exclusive Representative business. The Employer shall permit the Exclusive Representative to use the mail boxes, email, and designated bulletin board for official Exclusive Representative business. In all cases, such use must be reasonable, take place outside of the regular duty day, and not

interfere with the Employer's operations.

**Section 4. Exclusive Representative Leave Days:** A maximum of ten (10) duty days for the school year may be used as Exclusive Representative Leave Days, to conduct business necessary to the Exclusive Representative. If requested, Exclusive Representative Leave Days shall be granted. Additional days may be granted on the approval of the Employer's Executive Director. Any Employee designated by the Exclusive Representative to use Exclusive Representative Leave Days, shall be subject to the following conditions:

**Subd. 1.** Upon three (3) work days written notice from the Exclusive Representative President to the Executive Director, a designated Employee or designated Employees may be absent from duty. Said notice shall contain the name of the designated Employee(s) and the date(s) of absence.

**Subd. 2.** For the duty day(s) of absence of a designated Employee(s), the employee may utilize accumulated PTO or take unpaid leave.

**Section 5. Negotiations Meetings Scheduled During Working Hours:** When meetings are mutually scheduled by the parties to engage in contract negotiations during working hours, up to four (4) employees, upon proper notification, shall be relieved from duty. Such employee may utilize accumulated PTO or take unpaid leave for the day(s) of absence.

## **Article VII Length of School Year**

**Section 1. Duty Days:** The number of duty days for educational assistants during the school year shall normally be 176. The number of days after school child care program employees work will be determined by the Employer.

**Section 2. Adoption of Calendar:** The Board of Directors will adopt calendars for the appropriate school year(s) of this Agreement.

**Section 3. School Closings:** Employees shall be held harmless for the first two (2) duty days lost due to cancellation by the Employer for any reason.

**Subd. 1.** If an employee has previously arranged for use of any leave as stated in Article XII and school is closed for any reason, the employee will not have that leave day or pay deducted.

**Section 4. Holidays for Education Assistants:** For Education Assistants, the following holiday schedule will be recognized by the Employer. Holidays that occur during an



Educational Assistant's contract year shall count as days worked for purposes of compensation and benefit eligibility. If a recognized holiday falls on a weekend, the Educational Assistant shall receive either the Friday preceding or the Monday after the holiday off. After school child care program employees are not eligible for paid holidays.

Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day

Effective beginning with the 2021-22 school year, MEA Thursday and MEA Friday will also be recognized as holidays for Education Assistants.

**Section 5. Overtime:** An Employee will be paid at one and one-half times his or her regular rate for hours actually worked in excess of 40 per week.

**Subd. 1.** The Employer, insofar as possible, will include overtime pay with the paycheck for the period following the period in which the overtime was earned.

## **Article VIII Work Day**

**Section 1. Basic Day:** The basic day for full-time employees shall be seven hours, exclusive of a duty free lunch.

**Section 2. Duty Hours:** The specific hours of the basic day will be designated by the Employer.

**Section 3. Duty Free Lunch:** Each full-time employee shall be provided with a duty free lunch period of at least thirty (30) minutes within the basic day.

**Section 4. Breaks:** Rest breaks shall be allowed in accordance with Minnesota Law.

**Section 5: Additional Duties:** Should the need arise for a member of this bargaining unit, who possesses the appropriate license, to substitute teach, compensation shall be at the rate of \$25 per hour. In order to be eligible for this hourly compensation rate, the substitute teaching must be pre-approved by the Human Resources Director and the time spent substitute teaching must be for at least fifty (50) minutes on a single day.

## **Article IX Probationary Period**

**Section 1.** For all members of the bargaining unit, the first twelve (12) months of the employee's continuous service for the Employer in a position covered by this Agreement is deemed to be a probationary period of employment. After completion of the probationary period, the employee may be terminated only for cause or placed on layoff.

**Section 2.** During the probationary period, the Employer maintains the right to terminate the Employee as the Employer sees fit. If the Employee provides a written request for the reason(s) for termination, the Employer must give the Employee its reason in writing within ten days after receiving such request. The Employer will endeavor to give the Employee 14 days' notice of termination when possible.

**Section 3.** Discipline during the probationary period shall not be subject to the grievance procedure.

## **Article X Discipline**

**Section 1. Discipline:** No employee shall be disciplined or discharged from employment by the Employer except for just cause.

**Section 2. Progressive Discipline:** Discipline will normally follow the progression identified below. The Employer, however, reserves the right to deviate from this progression depending upon the nature and severity of the Employee's misconduct.

- 1) Oral reprimand and directive
- 2) Written reprimand and directive
- 3) Suspension with or without pay
- 4) Termination

**Section 3. Grievance Procedure:** Except as otherwise provided in Article IX, a disciplinary action or termination shall be subject to the grievance procedure as set forth in Article XI of this Agreement.

**Section 4. Administrative Leave:** Should an allegation arise which the Employer feels compelled to investigate, the Employer may elect to place an employee on administrative leave during the investigation process. If the Employer chooses to place the employee on administrative leave, the employee shall suffer no loss of pay and no loss of any benefits afforded to them in this Agreement during the time period the employee is on administrative leave.

**Section 5. Investigative Meeting:** Disciplinary action, other than an oral reprimand, shall not be taken without first holding an investigative meeting with the employee to determine the facts of the incident. A written notice of the meeting shall be given to the employee prior to the meeting. The notice shall include the time, location, and purpose of the meeting.

**Section 6. Procedures for Termination:** Prior to termination, the Employer must notify the Employee in writing and state its grounds for the proposed termination in reasonable detail. The termination may be challenged through the grievance and arbitration provision contained in this agreement.

## **Article XI Grievance Procedure**

**Section 1. Grievance Definition:** A "grievance" shall mean a written allegation by the Exclusive Representative resulting from a dispute or disagreement as to the interpretation or application of this Agreement.

### **Section 2. Representative:**

**Subd. 1.** The Employer may be represented during any step of the grievance procedure by any person or agency so designated.

**Subd. 2.** The Employee shall be represented by the Exclusive Representative, at any step of the grievance procedure.

### **Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** The time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Exclusive Representative. In addition, the parties may waive any level of the grievance procedure by mutual agreement.

**Subd. 2. Days:** A reference to days regarding time periods in this procedure shall refer to the days Monday through Friday, excluding days designated as holidays by Minnesota law.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default shall not be included.

**Subd. 4. Filing and Postmark:** The filing or service of any notice may be hand delivered, e-mailed or mailed via the United States Postal Service. If a document

is mailed, it shall be deemed timely if it bears a postmark of the United States Postal Service within the time period.

**Section 4. Time limitation and Waiver:**

**Subd. 1.** Grievances shall not be valid for consideration until the grievance is submitted in writing to the Employer's designee, setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within twenty (20) days from the date giving rise to the grievance. Failure to file a grievance within such time period shall be deemed a waiver of the grievance.

**Subd. 2.** Failure of the Employer or its designated representative to respond to the grievance within the time limits hereinafter provided may be considered a denial and is appealable to the next step.

**Section 5. Adjustment of Grievances:** The Employer and the Exclusive Representative shall attempt to adjust all grievances that may arise in the following manner:

**Subd. 1. Informal Level:** Before reducing a grievance to writing, an effort shall first be made to adjust an alleged grievance informally between the appropriate parties.

**Subd. 2. Level I:** If the grievance is not resolved through informal discussions, the Exclusive Representative may submit the grievance in writing to the Employer's designee. Within ten (10) days of receipt of the written grievance, the parties shall then meet for the purpose of trying to resolve the grievance. The Employer shall give a written decision on the grievance to the Exclusive Representative within ten (10) days after the meeting.

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed, by the Exclusive Representative, to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, a time that is mutually agreeable to both parties to hear the grievance shall be set within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

**Subd. 4. Level III:** In the event the Exclusive Representative and the Employer are unable to resolve a grievance, the grievance may be submitted to binding arbitration.

**Section 6. Arbitration Procedures:** A request for arbitration must be filed in writing, and signed by the Exclusive Representative. Such request must be submitted within ten (10) days following the decision at Level II.

**Subd. 1. Selection of Arbitrator:** The Employer and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Exclusive Representative are unable to agree on an arbitrator, they may request from the Commissioner of the Minnesota Bureau of Mediation Services a list of seven (7) names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

**Subd. 2. Hearing:** The Arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time both parties will be afforded the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the Arbitrator.

**Subd. 3. Decision:** Decisions, in cases properly before the Arbitrator, shall be final and binding upon the parties, subject to the provisions of applicable law.

**Subd 4. Expenses:** Each party shall bear its own expenses in connection with the arbitration, 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. A transcript or recording of the hearing shall be made at the request of either party. The party requesting the transcript or recording shall bear all expenses for said transcript or recording. The fees and expenses for the neutral arbitrator's services shall be borne equally by the Exclusive Representative and the Employer.

**Subd. 5. Jurisdiction:** The Arbitrator shall have jurisdiction over grievances properly before the Arbitrator pursuant to the terms of this Article. 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 the 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.

**Article XII**  
**Leaves of Absence**

**Section 1. Paid Time Off for Education Assistants**

**Subd. 1.** For Education Assistants, PTO days shall accumulate at the rate of seven (7) days per year and will be credited at the beginning of each school year. If the Education Assistant does not work the full school year, the amount of PTO days will be prorated by using the number of days worked divided by 176.

Accumulation of PTO shall not exceed twenty-nine (29) days. There will be no payment for unused PTO days upon the Education Assistant's separation from employment with the Employer.

**Subd. 2.** Use of PTO with pay will be allowed by the Employer whenever an Education Assistant's absence is due to illness or injury of the employee which prevents the employee's attendance and performance of duties on that day or days, or for personal business. No more than five (5) days of PTO may be used consecutively, except in situations where the employee has a serious health condition.

**Subd. 3.** Education Assistant's may use PTO in no less than half-day increments, unless otherwise approved by the Human Resources Director.

**Subd. 4.** PTO must not be used on the day(s) immediately preceding or following a paid holiday or during the first two weeks or the last week of school, unless prior approval has been arranged.

**Section 2. Sick Leave for After School Child Care Program Employees:**

**Subd. 1.** After school child care program employees will earn sick leave at the rate of one (1) hour of sick leave for every twenty-five (25) hours worked. The one (1) hour of sick leave will be credited to the employee after the completion of the twenty-five (25) hours of work.

**Subd. 2.** Sick leave may accumulate to a maximum of eighty (80) hours.

**Subd. 3.** Use of sick leave with pay will be allowed by the Employer whenever an employee's absence is due to illness or injury of the employee which prevents the employee's attendance and performance of duties on that day or days.

**Subd. 4.** There will be no payment for unused sick leave upon the employee's separation from employment with the Employer.

**Subd. 5.** Education Assistants are not eligible for sick leave.

**Section 3. Leave of Absence for Disability:**

**Subd. 1.** Employees qualifying for the long term disability insurance benefits provided in this Agreement will be granted a leave of absence for disability without pay for up to twelve (12) months from the date of expiration of PTO or from the date of income protection benefits eligibility, whichever comes first. The Employee's employment shall automatically be terminated at the end of this twelve (12) month leave, unless the Employee produces medical documentation to the Employer's satisfaction that he or she is able to resume duties either during or immediately upon the expiration of the leave. The Employer may request a second medical opinion from a doctor selected by the Employer, and the Employee must comply and fully cooperate with this request, including signing appropriate medical information releases.

**Subd. 2.** An Employee on leave of absence for disability may participate in the group insurance coverage provided in this Agreement at his/her own expense, unless otherwise required by law.

**Section 4. Termination, Resignation and Retirement:** Paid leave shall stop accumulating upon the effective date of termination, resignation or retirement.

**Section 5. Bereavement Leave:** Employees will be granted bereavement leave due to the death of a member of the employee's immediate family as follows:

- (a) Up to five (5) days, not deducted from PTO, for a death.
- (b) Up to five (5) additional days, deducted from PTO, for a death outside of the United States.

"Immediate family" members consist of a spouse, sibling, sibling-in-law, child (biological, adopted, or step), parent, parent-in-law, grandparent, grandchild, aunt, uncle or guardian.

**Article XIII  
Compensation and Payroll**

**Section 1. Salary Schedule:** The rates of pay for Education Assistants and After School Child Care Program Employees are listed on Schedule A and Schedule B, attached hereto, and shall be a part of this Agreement for the 2020-2021 and 2021-2022 school years. Placement on the schedule shall be subject to the following provisions.

**Section 2. Base Salary:** An Employee's base salary shall be equal to the amount of his/her Step placement on the appropriate salary schedule.

**Subd. 1. Initial Salary Schedule Placement:** An Employee's initial salary schedule placement shall be determined by mutual agreement between the Employee and the Employer at the time of hire.

**Section 3. Step Advancement:** Employees shall advance one (1) step on the salary schedule each school year. For purposes of step advancement, the employee must have performed services on 120 or more days in a school year in order to move to the next higher step the following school year.

**Section 4. Status of Salary Schedule:** If negotiations for a successor agreement are not completed at the commencement of the school year following the expiration date of this Agreement, employees will remain at the step in effect at the time of the expiration date of this Agreement.

**Section 5. Compensation in addition to base salary:**

**Subd. 1.** Employees may be awarded additional compensation beyond their base salary based upon the salary augmentation categories in Schedule C.

**Subd. 2.** Prior to an Employee's initial hire, the Employer and the Employee may negotiate over which categories the Employee qualifies for regarding additional compensation.

**Subd. 3.** After an Employee's initial hire, the Employee may request additional compensation if the Employee feels they now qualify for additional compensation for which they were not initially credited.

**Subd. 4.** Education Assistants who are regularly assigned to work in the after school child care program in addition to their EA duties, shall continue to receive their base EA pay while performing after school child care duties.

**Section 6. Payroll Schedule:** Pay shall be distributed on the fifteenth (15<sup>th</sup>) day of every month and the last business day of each month. To facilitate the processing of payroll, the Employer shall make available a direct payroll deposit program in which an employee's pay is deposited directly into a checking or savings account designated by the employee.



## **Article XIV Group Insurance**

**Section 1. Selection of Carrier:** The selection of the carrier(s) for the insurances listed in this Article shall be made by the Employer. The level of benefits under the insurance plans listed in this Article shall not be reduced during the duration of this Agreement.

**Section 2. Medical-Hospitalization Insurance:**

**Subd.1.** The Employer shall contribute an amount equal to 90% of the monthly premium of the base single plan for all Employees who are enrolled in the Employer provided group single, medical-hospitalization plan. The Employer shall contribute an additional amount equal to twenty-five percent (25%) of the monthly premium of the employee plus one or family plan for all Employees who are enrolled in the Employer provided group family, medical-hospitalization plan.

**Section 3. Short Term Disability/Income Protection Insurance:** The employer will contribute up to \$16.79 per month toward the premium for Employer provided group short term disability/income protection plan for all Employees who are enrolled in the same income protection plan.

**Section 4. Long Term Disability/Income Protection Insurance:** The employer will contribute 100% of the cost of the monthly premium for the long term disability/income protection plan for all Employees who are enrolled in the same income protection plan.

**Section 5. Life Insurance:**

**Subd. 1.** The Employer shall provide a group term life insurance policy covering eligible Employees in the amount of \$50,000 for each eligible Employees who qualifies for and is enrolled in the life insurance plan.

**Section 6. Dental Insurance:**

**Subd. 1.** The Employer shall contribute up to \$36.00 per month toward the premium for all Employees who are enrolled in the Employer provided group dental plan.

**Section 7. Eligible Employees:** Employees regularly scheduled to work at least thirty (30) hours per week are eligible for the premium contributions described above.

**Section 8. Duration of Insurance Contribution:** An Employee is eligible for monthly Employer contributions as provided in this Article as long as the Employee is employed by the Employer. Upon termination of employment, all Employer participation and

contributions shall cease, effective on the last working day, except that a terminated employee may continue coverage in the group plan, at the employee's expense, as provided by applicable law.

## **Article XV Matching Contribution Program**

**Section 1. Availability:** The employer shall make available and all Employees shall be allowed to make pre-tax payments into a 403b matching contribution plan pursuant to and subject to the limitations contained in M.S. 356.24 and other applicable state and federal laws.

**Section 2. Participation:** A salary reduction authorization agreement must be completed by the employee to be eligible to participate.

**Section 3. Payroll Contributions and Deductions:** The employee shall have deducted his/her 403(b) payment during normal payroll periods thru payroll deduction in accordance with Article XIII, Section 6.

## **Article XVI Layoff**

The Employer may layoff staff as it deems appropriate and in the best interests of the school, students, and parents.

## **Article XVII Miscellaneous**

**Section 1. Signed Copies:** There shall be four (4) signed copies of the final Agreement for the purpose of record: two (2) retained by the Employer and two (2) by the Exclusive Representative.

**Section 2. Letters of Assignment:** The Employer will confirm in writing the initial employment of an Employee, whose employment shall be subject to and consistent with the provisions of this Agreement.

**Section 3. Deductions for Federal Political Action Committee:** Upon receipt of a properly executed authorization card of the Employee involved, the Employer will deduct from the Employee's paycheck the amount the Employer has agreed to contribute to the NEA or AFT political action committee(s). The employer shall transmit contributions along with a roster of contributors on a monthly basis to the NEA or AFT political action committee(s).

**Section 4: Strike and Lockout Prohibition:**

**Subdivision 1.** Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.

**Subd. 2.** In the event that any Employee violates this Article, the Union shall immediately notify any such Employee in writing to cease and desist from such action and shall instruct the Employee to immediately return to his/her normal duties. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**Subd. 3.** The Employer agrees it will not cause a voluntary complete cessation of operations of the Employer to support the Employer's bargaining position, commonly called "lockout," so as to prevent employees from working. Temporary or permanent shutdowns by the Employer for economic or others reasons shall not be considered lockouts.

## **ARTICLE XVIII DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period from July 1, 2020, through June 30, 2022, and thereafter until the successor Agreement is ratified by the parties. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than May 1 of the year the current Agreement expires. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the Employer and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, employer policies, and rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. 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, except by mutual agreement.

**Section 4. 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 provisions of this Agreement or the application of any provision thereof.

**EDUCATION MINNESOTA FEDERATION OF CHARTER SCHOOL  
EMPLOYEES: TWIN CITIES GERMAN IMMERSION SCHOOL  
EDUCATIONAL SUPPORT PERSONNEL**


by  Date: 3/9/2021  
Its President

by  Date: 3.9.2021  
Its V. President

by \_\_\_\_\_ Date: \_\_\_\_\_  
Its \_\_\_\_\_

**TWIN CITIES GERMAN IMMERSION SCHOOL**

by  Date: 3/9/2021  
Its Board Chair

by  Date: 3/9/2021  
Its Executive Director

**SCHEDULE A  
2020-21**

**Education Assistants**

1. \$15.00
2. \$15.50
3. \$16.00
4. \$16.50
5. \$17.00
6. \$17.50
7. \$18.00

**Kinderclub Activity Leaders**

1. \$13.00
2. \$13.50
3. \$14.00
4. \$14.50
5. \$15.00

\* Step advancement is not granted for the 2020-21 school year.

**SCHEDULE B  
2021-2022**

**Education Assistants**

1. \$15.50
2. \$16.00
3. \$16.50
4. \$17.00
5. \$17.50
6. \$18.00
7. \$18.50

**Kinderclub Activity Leaders**

1. \$13.50
2. \$14.00
3. \$14.50
4. \$15.00
5. \$15.50

\* Step advancement is not granted for the 2021-22 school year.

**SCHEDULE C**  
**Wage Augmentations (Education Assistants) \***  
**and Tuition Reimbursement**  
**2020-2022**

<b>Qualifications</b>	<b>Augmentation</b>
1. Native level of fluency in German, as determined by Administration or 2. Undergraduate degree (minor or major) in German and/or German studies	\$0.50 per hour
1. 16 hours of professional development in special education related topic (must be approved by school administration and renewed annually)	\$300 (one-time stipend)
1. Tuition/Book Reimbursement for German Language Training (must be pre-approved by school administration). **	Up to \$300

\* Effective beginning with the 2021-22 school year, Kinderclub Activity Leaders will also be eligible for the wage augmentations.

\*\* Employees are eligible for reimbursement for the cost of tuition and books for German language courses subject to each of the following conditions:

- (a) The employee must be regularly scheduled to work at least 20 hours per week.
- (b) The course must be pre-approved in writing by the Executive Director or designee before the course begins. The decision to grant or deny the request is not subject to the grievance procedure.
- (c) \$300 is the maximum reimbursement for any single course.
- (d) The employee must successfully complete the course.

