

**Master Agreement  
Southern Plains Education Cooperative and  
Southern Plains Education Support Personnel**

School Years  
2016-2017  
2017-2018

Adopted:  
August 22, 2016

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**Article I**  
**Purpose**

This agreement made and entered into between the Southern Plains Education Cooperative, Fairmont, Minnesota, hereinafter referred to as the Cooperative, and Southern Plains Educational Support Personnel, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for three classifications of employees during the duration of this Agreement. Class I includes Paraprofessionals. Class II includes paraprofessionals working in federal setting IV programs 50% or more of the day; Class III includes Language Facilitator Specialist and Braille Specialist. Class IV includes Certified Interpreters, Certified Occupational Therapy Assistants (COTA) and Certified Physical Therapy Assistants (PTA).

**Article II**  
**Recognition of Exclusive Representation**

**Section 1 – Recognition**

In accordance with the PELRA of 1971 as amended, the Cooperative recognizes the Southern Plain Educational Support Personnel, an affiliate of Education Minnesota, as the Exclusive Representative of members of this bargaining unit. The Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971 as amended and as described in the provision of this Agreement.

**Section 2 – Appropriate Unit**

The Exclusive Representative shall represent all the members of the bargaining unit as defined in this Agreement, and in said Act.

**Article III**  
**Definitions**

**Section 1 – Terms and Conditions of Employment**

Terms and conditions of employment shall mean the hours of employment, the compensation thereof, including fringe benefits, and the Cooperative's personnel policy affecting the working conditions of employees.

**Section 2 – Description of Appropriate Unit**

For purposes of this Agreement, the term "employee" shall mean all persons in the appropriate unit employed by the Cooperative as Class I Paraprofessionals, Class II Setting IV Paraprofessionals, Class III Specialists, or Class IV Certified Specialists.

### **Section 3 – Years of Service**

The term “years of service,” when used in this Agreement, shall mean years of continuous employment with the Cooperative or its predecessors. An approved leave of absence shall not be deemed to have disrupted the employee’s continuous years of service.

### **Section 4 – Other Terms**

Terms not defined in this Agreement shall have those meaning as defined by the PELRA of 1971 as amended.

## **Article IV Employee Rights**

### **Section 1 – Right to Views**

Nothing in this Agreement shall affect the right of any employee or employee’s representative 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 this is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the right of the Exclusive Representative. Nothing in this Agreement shall require an employee to perform labor or services against the employee’s will.

### **Section 2 – Right to Join**

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative and to negotiate grievance procedures and the terms and conditions of employment with the employer.

### **Section 3 – Request for Dues Check Off**

Employees shall have the right to request and be allowed dues check off, provided that dues check off and the proceeds thereof shall not be allowed any organizations that has lost its right to dues check off pursuant to PELRA of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the Cooperative will deduct from the employee’s paycheck the dues the employee has agreed to pay to the organization during the period provided in said authorization and transmit the dues to the Exclusive Representative.

### **Section 4 – Fair Share**

Employees who are not members of SPESP will be required to contribute a fair share fee for services rendered by the Exclusive Representative. The fair share fee must be equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative. In no event may the fair share exceed 85% of the regular membership dues. The Exclusive Representative shall provide advance written notice of the amount of the fair share fee to the Commissioner of the Bureau of Mediation Services, to the employer, and to unit employees who will be assessed the fee. The employer shall provide the Exclusive Representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commissioner, the public employer, and the Exclusive Representative within thirty days (30) after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reason for the challenge. The burden of proof relating to amount of the fair share fee is on the Exclusive Representative. The commissioner shall hear and decide all issues in these challenges.

The Cooperative shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty days (30) after the written notice was provided. If a challenge is filed, the deduction for a fair share fee shall be held in escrow by the employer pending a decision by the commissioner.

## **Article V Duration**

### **Section 1 – Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2016, through June 30, 2018, and thereafter until modifications are made pursuant to the PELRA of 1971 as amended. If either party desires to modify or amend this Agreement, commencing on July 1, 2016, it shall give written notice of such intent no later than May 1, 2018. Unless otherwise mutually agreed, the parties shall not commence negotiation more than ninety days (90) prior to the expiration of this Agreement.

### **Section 2 – Effect**

This Agreement constitutes the full and complete Agreement between the Cooperative and the Exclusive Representative representing the SPESP employees of the Cooperative. The provision herein relating to terms and conditions of employment supersedes any and all prior agreements, resolutions, practices, Cooperative policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

### **Section 3 – Finality**

Any matters relating to the current Agreement, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by the Cooperative Board and SPESP Executive Board.

### **Section 4 – Severability**

The provisions of this Agreement shall be severability 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.

## **Article VI Grievance Procedure**

### **Section 1 – Definitions and Interpretations**

#### **Subdivision 1**

“Grievance” means dispute or disagreement regarding the application or interpretation of any

term of this agreement.

**Subdivision 2**

“Days” shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

**Subdivision 3**

“Service” of any notice or document herein shall be timely, if it is delivered personally, or if it bears a postmark of the United States mail, within the time period.

**Section 2 – Time Limits**

**Subdivision 1**

In computing any period of time prescribed or allowed by this Agreement, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a holiday, in which event the time period runs until the end of the next weekday which is not a holiday.

**Subdivision 2**

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

**Subdivision 3**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director or Director’s Designee setting forth the facts and specific provisions of the Agreement allegedly violated and particular relief sought within fifteen (15) working days after the date the employee, through the use of reasonable diligence, had knowledge of the event or act giving rise to the grievance.

**Subdivision 4**

Failure to appeal a grievance from one level to another within the time periods, hereafter Provided, shall constitute a waiver of the grievance.

**Section 3 – Adjustment of Grievance**

**Subdivision 1**

An effort shall first be made to adjust an alleged grievance informally between the employee and the employee’s immediate supervisor before filing a grievance.

**Subdivision 2**

The Cooperative and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the Cooperative, in the proper manner:

**Level 1:** If the grievance is not resolved through informal discussions, the Director or Director's Designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Level 2:** If the grievance is not resolved in Level 1, the decision rendered may be appealed in writing to the Director or Director's Designee within ten (10) days of the receipt of the decision in Level 1. If a grievance is properly appealed, the Director or Director's Designee shall set a time and meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Director or Director's Designee shall issue a decision in writing to the parties involved.

**Level 3:** In the event a grievance is not resolved in Level 2, the decision rendered may be appealed to the Cooperative's most recent negotiating superintendent and Cooperative Board Representative provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 2. If a grievance is properly appealed the Supervising Superintendent and Cooperative Board Representative shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the most recent negotiating superintendent and Cooperative Board Representative shall issue a decision in writing to the parties involved.

**Level 4:** In the event a grievance is not resolved in Level 3, the parties may mutually agree to request grievance mediation through the Bureau of Mediation Services.

### **Subdivision 3**

The Cooperative Board reserves the right to review any decision issued under level 1, 2 or 3 of this procedure, provided the Cooperative or its designee notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Cooperative Board reviews a grievance under this Section, the Cooperative Board reserves the right to reverse or modify such decisions.

### **Subdivision 4**

Failure by the Cooperative Board or its representative to issue such a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

## **Section 4 – Arbitration Procedures**

In the event that the employees and the Cooperative are unable to resolve any grievance, a grievance may be submitted to arbitration as defined herein:

### **Subdivision 1**

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Director, within five (5) days following the decision in Level 3 of the grievance procedure.

### **Subdivision 2**

No grievance shall be considered by the arbitrator, which was not first duly processed in accordance with the grievance procedure and appeal provisions.

### **Subdivision 3**

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) 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 a list of impartial arbitrators from the Bureau of Mediation Services. The selection of an arbitrator, the arbitrator's authority and expenses shall proceed in accordance with the procedure established by the Bureau of Mediation Services and in compliance with PELRA of 1971 as amended.

### **Subdivision 4**

The decision and award of the arbitrator shall be final and binding upon both parties.

## **Article VII Seniority**

### **Section 1 – Seniority**

On or before April 1 of each year, the Cooperative will publish a seniority list for each of the four job classifications covered by this Agreement. Seniority will be determined solely by years of service to the Cooperative. Employee challenges to their placement on the seniority list must be in writing to the Director before April 15 of that year. The Director will make any necessary corrections and publish a corrected list prior to April 30. The established list at that time will become the basis for any transfers or layoffs necessary for the following year.

#### **Subdivision 1**

In the event of a tie in seniority the following will be used, in order:

1. Actual date of employment
2. Total number of hours worked the previous year in the Cooperative
3. Director's discretion

### **Section 2 – Transfer by seniority**

Tenured employees affected by job changes or new assignments will transfer to positions with comparable hours. New assignments may not result in less than 30 hours a week for a full-time paraprofessional. Transfers may occur due to reduction in student or program need at any time during the school year.



### **Section 3 – Layoffs**

Should the Cooperative and the Director determine that layoffs are necessary, the least senior employee should be the first laid off.

If an individual has met continuing contract rights according to Article VII, Section 1, employees will be recalled to open positions in the inverse order in which they are laid off. Employees will remain on the recall list for two years or until a position becomes available. If an individual is recalled to an open position, within classification, they will be contacted at the last address and phone number on file at the Southern Plains' Executive office. The individual has 48 hours to determine if they will accept the position. If the individual refuses the position, the individual is removed from the recall list.

If there is a gap in service of more than one calendar year, the individual will start with the same step. The individual will have a new start date and previous benefits earned will be lost.

If there is a gap in service of less than one calendar year, the individual will start with the same step, same start date, and benefits will not be lost.

### **Section 4 – Job openings**

Paraprofessionals may at any time request a transfer to a position within the Cooperative; the request should be made in writing to the Director. The Director will keep the request and consider when openings are available. Requests should be made annually; requests for transfers the upcoming school year should be made by June 1. The Cooperative maintains the final right of assignment.

## **Article VIII General Employment Provisions**

### **Section 1 – Probationary Status**

Employees will be considered probationary until the beginning of their third school year of service. To be considered a full year for probationary purposes employment must begin prior to January 20<sup>th</sup>.

### **Section 2 – Employee duty days**

Each year, the Cooperative will determine the need for and placement of all Class I Paraprofessionals, Class II Setting IV Paraprofessionals, Class III Specialists, and Class IV Certified Specialists. The Director will provide notification to all employees as soon as possible prior to the start of the school year. This notification shall include the job placement and work location, the total number of hours assigned, and a calendar indicating the contracted days and hours. The Director will make every effort to set the required inservice duty days for employees on the calendar. Reassignment of placement, location, hours and days may occur at any time during the course of the school year given change in student and program needs.

#### **Subdivision 1**

In general, once the total number of hours contracted and calendar are established for each

employee, the Cooperative will make every effort to give two weeks notice of any change except for those reasons covered elsewhere in this Agreement.

### **Section 3 – Student Absence**

#### **Subdivision 1**

A change in contract days resulting from student absence will fall into one of these two categories:

1. With notice to the employee after 5:00 p.m. of the day proceeding student absence, the employee shall report for work and then may be temporarily reassigned for the day. If mutually agreed upon by the employee and the Director or the Director's designee, the employee has the option to select full deduction of pay for that day.
2. With notice prior to 5:00 p.m. on the day proceeding student absence, the employee may be reassigned or released for the day at full deduction of pay at the discretion of the Director or the Director's designee.

#### **Subdivision 2**

The Director may reassign employees due to student absences.

#### **Subdivision 3**

Employees reassigned due to student absence will be paid their normal hourly wage.

### **Section 4 – Emergency Cancellation**

In the event school is canceled due to inclement weather or other emergencies, employees covered by this Agreement will not be required to report to work. The employee will perform duties on other such day(s) in lieu thereof as the Cooperative shall determine.

In the event school is delayed or dismissed early due to inclement weather or other emergencies and the instructional staff is delayed or dismissed, employees covered by this Agreement will also be delayed or dismissed at no loss of pay.

### **Section 5 – Total Days Deducted**

The total number of days deducted for inclement weather, student absences, or other emergencies, save a catastrophic event that would close a school(s) for an extended period of time, shall not exceed three (3) days in a single school year.

### **Section 6 – Lunch**

All efforts will be made to ensure employees are provided a duty-free lunch period and appropriate breaks.

## **Section 7 – Student Conference**

Attempts will be made to notify employees if their attendance is requested at a conference or other parent meeting. The employee shall be compensated at their normal hourly rate if beyond the normal workday or provided compensatory time.

## **Section 8 – Overtime**

Employees contracted for more than forty (40) hours per week will be paid one and one-half times their normal hourly rate for any hours over forty (40).

## **Section 9 – Preparation**

The Cooperative will, at the discretion of the Director, with input from building administrators and case managers, schedule time for employees to plan and collaborate with supervising teachers.

## **Section 10 – Extra-curricular Summer and Substitute Assignments**

Upon mutual agreement between the employee and the Director, employees will be paid their normal hourly rate for extra-curricular, summer employment or substitute assignments.

Summer employment pay will be at the normal hourly rate of the school term preceding the summer work.

## **Section 11 – Transporting Students**

Employees covered under this Agreement shall not be required to transport students in their own vehicles. If the employee agrees to use their own vehicle, they will be reimbursed at the federal mileage rate.

## **Section 12 – Mileage Reimbursement**

When it becomes necessary for private automobiles to be used for official business of the school district, the rate of reimbursement shall be at the federal government rate of allowable reimbursement, when authorized by the administration, with a minimum of fifty cents (\$0.50) per trip between two (2) schools or no less than one dollar fifty (\$1.50) per day.

## **Section 13 – Career Increment**

**For individuals hired prior to July 1, 2009:** Upon completion of the tenth year of employment in the Cooperative, paraprofessionals shall receive a career increment amount of two hundred-fifty dollars (\$250.00) to be added to the yearly base salary. The career increment will only be given to individuals hired prior to July 1, 2009. Individuals hired after this date will not be eligible.

## **Section 14 – Class II Paraprofessionals**

- a. All paraprofessional positions within Setting IV programs (such as Bridges, PALS, and/or Pathways, or other such programs defined as Federal Setting IV) will be designated as Class II Paraprofessional positions.

- b. Employees assigned to work in a Class II Paraprofessional position for at least 50% of their assignment, will be placed at their same step on the Class II Paraprofessional lane of the salary schedule. The employee's contract will be modified to reflect this change on their first day of the assignment. If they are less than 50% in a position not located in a Setting IV program, they will be paid on the Class I Paraprofessional lane of the salary schedule.
- c. Employees working in such program will be reassigned to a Class I paraprofessional position by mutual agreement between the employee and the Cooperative. Reassigned employees will return to the corresponding Class I step on the salary schedule. The employee may be reassigned to a Class I position for disciplinary reasons, budget reductions, or program reductions.
- d. The Director retains authority to place individuals in a Class II Paraprofessional position.
- e. Employees assigned on a temporary basis to the Class II Paraprofessional position will be placed at their same step on the Class II Paraprofessional lane after 10 work days.

## **Article IX Leaves of Absence**

Throughout the contract provisions related to leave, all amounts will be prorated for individuals working less than forty (40) hours per week.

Any provisions within this are limited to four hours or a full day.

### **Section 1 – Sick Leave**

Eight hours of sick leave (prorated) for each month of work will be provided. For employees with two (2) or more years of service, sick leave days for the whole school year will be awarded at the beginning of the school year. Unused sick leave may be accumulated to a maximum of 1,000 hours per employee. Upon resignation or termination, employees who use more sick leave days than allotted or accrued will have a payroll deduction for the pro-rated sick leave days.

The Cooperative may require the employee to furnish a medical certificate from a qualified professional as evidence of illness indicating such absence was due to illness, to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the Cooperative. In the event that a medical certificate is required, the employee will be so advised.

### **Section 2 – Medical Leave**

The Cooperative shall grant at the request of the employee, up to one year of medical leave. Request for such leave must include a physician's statement. Accumulated sick leave may be used for all or a portion of the medical leave.

### **Section 3 – Serious Illness and Death**

#### **Subdivision 1 – Family Sick Leave**

Up to forty (40) hours (prorated), non-accumulative with loss of sick leave, shall be granted in case of absence which cannot be scheduled outside of the work day, due to serious illness or

injury (an illness the medical community would consider as life threatening or life altering) or death in the immediate family:

Employee's	Employee's spouse
Spouse	Parents
Parents	Siblings
Siblings	Children
Children	

An additional five days may be granted at the Director's discretion. Additional family leave will be granted in accordance with MN Statute 181.9413, "Sick Leave Benefits, Care of Relatives."

**Subdivision 2 – Other Family Bereavement Leave/Serious Illness Leave**

Up to sixteen (16) hours per year (prorated), with loss of sick leave, shall be granted to an employee for death or serious illness of relatives listed: Employee's	Employee's spouse
Aunts and Uncles	Aunts and Uncles
Grandparents	Grandparents
Grandchildren	Grandchildren
Nieces and nephews	Nieces and nephews
Sons-and Daughter-in-law	Sons- and Daughter-in-law
First cousins	First cousins

**Subdivision 3 – Additional Bereavement Leave**

A written request for additional bereavement leave shall be granted with no loss of salary or sick leave and at the discretion of the Director when employees can arrange for student and program coverage within their building without additional cost to the Cooperative for substitutes. This additional leave is intended for local funerals and is limited to a few hours of absence.

**Section 3 – Personal Leave**

**Subdivision 1:**

The Cooperative may grant, upon the request of the employee, one day of personal leave per year without loss of pay for activities, which could not be conducted outside the normal working day. Personal leave notification must be made in writing to the Director, state the date requested, and be submitted at least three (3) days in advance, except in the event of an emergency. The reason for request may be in writing on the form or discussed with the Director. A personal leave day shall not normally be granted on the first student contact day, the last two weeks of the school year, or on days contiguous to holidays or observed holidays, exceptions to this will be at the Director's discretion. The total number of personal leaves approved on a daily basis is limited to three (3) for the Cooperative.

**Subdivision 2:**

If an employee does not use a paid personal leave day during the course of the school year, the employee will receive additional pay for one day equal to 100% of their regular daily wage.

**Subdivision 3:**

If the employee has used less than five (5) days of sick leave in the prior school year, the employee shall carry over one (1) unused personal leave day into the next school year, for a maximum of two (2) personal leave days without loss of pay or substitute costs.

**Section 5 – Jury Duty**

Employees called for jury duty will cash the jury duty check and provide a copy to SPEC office. The amount will be deducted as per law.

**Section 6 – Child Care Leave**

The Cooperative shall grant upon the request of the employee a childcare leave without pay to one parent of a minor child, natural or adopted. An employee may take a childcare leave of up to one year. The commencement and return date of the childcare leave shall be determined by mutual agreement between the employee and the Director.

**Section 7 – Discretionary Leave**

The Cooperative may grant, upon request of the employee, an unpaid leave of absence for reasons such as deemed appropriate by the Cooperative. Leaves may be granted for periods of up to one year and the Cooperative may, at the Cooperative’s discretion, renew such leaves.

**Section 8 – Affect on Seniority**

Seniority will not accrue during leaves of one school year or more.

**Section 9 – Other Leave**

Employee absences arising from personal affairs not covered in the above sections shall result in full deduction of pay and are at the Director’s discretion.

**Section 10 – Union Leave**

The Union will be credited with 24 hours, non-accumulative, without salary deduction, to be used by SPESP members who are officers or representatives of the Union. Use of these hours will be at the discretion of the Union as it relates to Union business or training. The Union agrees to notify the Director in writing three (3) days prior to the requested date of leave. Union members will state what arrangements have been made for student and program coverage within their building without additional cost to the Cooperative for substitutes.

## **Article X Employee Discipline**

### **Section 1 – Personnel Files**

The Cooperative shall maintain a personnel file on each employee. All evaluations and files generated within the Cooperative shall become a part of the employee's personnel file. The employee shall have the right to examine and reproduce any of the contents of the file at the employee's expense and to submit for inclusion in the file written information and response to any material contained therein. The Cooperative may destroy the files as provided by law.

### **Section 2 – Discipline Procedure**

When disciplinary action becomes necessary, the Director shall evaluate and communicate with each employee regarding work performance. The Cooperative shall discharge or discipline employees under this Agreement only for just cause. The employee must be offered the opportunity to review and sign written summaries of any disciplinary action prior to being placed in the employee's personnel file.

#### **Subdivision 1**

The following disciplinary action may be imposed by the Cooperative in the following order; (progressive discipline shall be applied, in the order specified above, unless the act is so egregious as to require greater discipline)

1. Oral reprimand
2. Written reprimand
3. Suspension from duty with or without pay (this is not typically a step utilized for excessive absences).
4. Discharge from employment

Disciplinary actions 1-3 shall be accompanied by a statement of corrective action desired of the employee.

#### **Subdivision 2**

The Director has the option to offer job transfer to the affected employee at any level of disciplinary action.

## **Article XI Professional Growth**

### **Section 1 – Inservice**

The Cooperative will encourage employees to improve both the skills and knowledge necessary for their job. Employees will be paid for the hours they are in attendance at required inservice activities. Requests for additional inservice may be approved by the Director. If such requests are approved, the employee, based on agreement by the Director and the employee, shall be paid for the hours of attendance and all incurred expenses.

## **Section 2 – Orientation**

The Cooperative may develop a series of necessary courses that shall be completed by newly hired employees. These courses may contain skills related to first aid, CPR, nursing care, discipline, child development, classroom management or other such courses that will improve the employee's knowledge and effectiveness.

## **Article XII Benefits**

### **Section 1 – Health Insurance**

Class I Paraprofessionals, Class II Setting IV Paraprofessionals, Class III Specialists may purchase single or family health/hospitalization insurance through the Cooperative, at their own expense. For the school years 2016-2018, the Cooperative shall contribute up to \$3.00 per hour of annual contract pay for premium coverage of single or family health/hospitalization insurance for Class IV Certified Interpreter, Certified COTA and Certified PTA employed by the Cooperative who qualify for and are enrolled in the Cooperative group health and hospitalization plan and their eligible dependents.

### **Section 2 – Long Term Disability Insurance**

The Cooperative will provide long-term disability insurance at 66.66% of basic monthly salary for all personnel working thirty hours (30) or more.

### **Section 3 – Term Life Insurance**

The Cooperative will pay the premium for \$10,000 term life insurance protection for each employee working thirty hours (30) per week or more.

### **Section 4 – Other Programs**

Employees may participate in any voluntary programs provided by the Cooperative such as tax-deferred programs, flexible benefit programs, or other similar types of programs.

### **Section 5 – Payment through Direct Deposit**

Compensation for services will be paid through direct deposit. Compensation amounts shall be posted to the financial institution of the employee's choice subject to any limitation placed by the financial institution used by the Cooperative for direct deposit services.

### **Section 6 – 403b Matching Contribution**

Employees who meet the following criteria are eligible for a matching contribution to a tax-sheltered annuity:



1. employed the minimum number of years and experience as noted
2. authorized a contribution to a qualified tax-sheltered annuity that will continue from year to year at the specified amount unless the employee notifies the Cooperative to the contrary no later than September 1; and
3. all employee contributions will be made by payroll deduction, and all contributions must be the same for each pay period.

<b>Years of Continuous Service</b>	<b>Maximum dollar amount for employee working 30 hours per week or more</b>	<b>Maximum dollar amount for employee working 15 hours per week but less than 30 hours per week</b>
After 10 years	\$500	\$250
After 15 years	\$750	\$375

### Salary Schedule

Classified staff are paid according to the classification in Article I of this agreement.

Each year, staff advance to the next step unless it is determined through negotiations that staff will freeze steps. Administration may, as part of a disciplinary plan, retain an individual on a step.

At any point during an individual's first year of employment, an administrator may conduct a performance review and advance individuals one to two steps based on their attendance and performance. The change of step would take place during the next school year.

<b>2016-17</b>					
	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	
<b>Step</b>					
<b>1</b>	\$ 12.00	\$ 13.50	\$ 15.74	\$ 19.23	
<b>2</b>	\$ 12.18	\$ 13.68	\$ 16.13	\$ 19.85	
<b>3</b>	\$ 12.44	\$ 13.94	\$ 16.48	\$ 20.46	
<b>4</b>	\$ 12.81	\$ 14.31	\$ 16.86	\$ 21.06	
<b>5</b>	\$ 13.02	\$ 14.52	\$ 17.22	\$ 21.67	
<b>6</b>	\$ 13.21	\$ 14.71	\$ 17.60	\$ 22.28	
<b>7</b>	\$ 13.50	\$ 15.00	\$ 17.97	\$ 22.86	
<b>8</b>	\$ 13.82	\$ 15.32	\$ 18.35	\$ 23.47	
<b>9</b>	\$ 14.12	\$ 15.62	\$ 18.70	\$ 24.07	
<b>10</b>	\$ 14.40	\$ 15.90	\$ 19.08	\$ 24.68	
<b>11</b>	\$ 15.22	\$ 16.72	\$ 19.44	\$ 25.30	
<b>2017-18</b>					
	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	
<b>Step</b>					
<b>1</b>	\$ 12.00	\$ 14.00	\$ 15.74	\$ 19.23	
<b>2</b>	\$ 12.18	\$ 14.18	\$ 16.13	\$ 19.85	
<b>3</b>	\$ 12.44	\$ 14.44	\$ 16.48	\$ 20.46	
<b>4</b>	\$ 12.81	\$ 14.81	\$ 16.86	\$ 21.06	
<b>5</b>	\$ 13.02	\$ 15.02	\$ 17.22	\$ 21.67	
<b>6</b>	\$ 13.21	\$ 15.21	\$ 17.60	\$ 22.28	
<b>7</b>	\$ 13.50	\$ 15.50	\$ 17.97	\$ 22.86	
<b>8</b>	\$ 13.82	\$ 15.82	\$ 18.35	\$ 23.47	
<b>9</b>	\$ 14.12	\$ 16.12	\$ 18.70	\$ 24.07	
<b>10</b>	\$ 14.40	\$ 16.40	\$ 19.08	\$ 24.68	
<b>11</b>	\$ 15.22	\$ 17.22	\$ 19.44	\$ 25.30	

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

FOR:

Southern Plain Educational Support Personnel

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR:

Southern Plains Education Cooperative

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.