

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

OSSEO AREA SCHOOLS



**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA**

AND

LICENSED COORDINATOR MANAGEMENT PERSONNEL

Effective Date: July 1, 2021 – June 30, 2023

TABLE OF CONTENTS

ARTICLE I – PURPOSE

| | |
|-------------------------|---|
| Section 1. Parties..... | 1 |
|-------------------------|---|

ARTICLE II – RECOGNITION

| | |
|----------------------------------|---|
| Section 1. Recognition..... | 1 |
| Section 2. Appropriate Unit..... | 1 |

ARTICLE III – DEFINITIONS

| | |
|---|---|
| Section 1. Terms and Conditions of Employment..... | 1 |
| Section 2. Licensed Coordinator Management Personnel..... | 1 |
| Section 3. Other Terms..... | 1 |

ARTICLE IV – SCHOOL DISTRICT RIGHTS

| | |
|---|---|
| Section 1. Inherent Managerial Rights..... | 2 |
| Section 2. Management Responsibilities..... | 2 |
| Section 3. Effect of Laws, Rules and Regulations..... | 2 |
| Section 4. Reservation of Managerial Rights..... | 2 |

ARTICLE V – LICENSED COORDINATORS RIGHTS

| | |
|---------------------------------|---|
| Section 1. Right to Views..... | 2 |
| Section 2. Right to Join..... | 2 |
| Section 3. Personnel Files..... | 2 |
| Section 4. Meet and Confer..... | 3 |

ARTICLE VI – COMPENSATION AND CONDITIONS

| | |
|--|---|
| Section 1. Salary Plan..... | 3 |
| Section 2. Salary Advancement..... | 4 |
| Section 3. Salary Enhancement..... | 4 |
| Section 4. Probation and Regular Status..... | 4 |
| Section 5. Retirement Incentive Pay..... | 5 |
| Section 6. Retirement Savings Plan..... | 5 |
| Section 7. Work Year..... | 6 |
| Section 8. Emergency School Closing..... | 6 |

ARTICLE VII – GROUP INSURANCE

| | |
|--|---|
| Section 1. Eligibility..... | 6 |
| Section 2. Enrollment..... | 6 |
| Section 3. Selection..... | 6 |
| Section 4. Section 125 (Flexible Spending) Plan..... | 8 |
| Section 5. Dental Insurance..... | 8 |
| Section 6. Group Term Life Insurance..... | 9 |
| Section 7. Supplemental Group Term Life Insurance..... | 9 |
| Section 8. Long-Term Disability Income Protection..... | 9 |
| Section 9. Claims Against the School District..... | 9 |

Section 10. Married Couples in District with Family Coverage.....9

ARTICLE VIII – LEAVES OF ABSENCE

Section 1. Sick Leave.....9
Section 2. Family Illness.....11
Section 3. Bereavement Leave.....11
Section 4. Jury Service.....12
Section 5. Court Appearances.....12
Section 6. Personal Leave.....12
Section 7. Child Care Leave/Adoption Leave13
Section 8. Long-Term Leave15
Section 9. Short-Term Leave16
Section 10. Religious Leave16
Section 11. Extended Leave of Absence.....17
Section 12. Unrequested Leave of Absence..... 17

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1. Grievance Definition.....19
Section 2. Representative.....19
Section 3. Definitions and Interpretations19
Section 4. Time Limitation and Waiver.....19
Section 5. Adjustment of Grievance19
Section 6. School Board Review20
Section 7. Denial of Grievance20
Section 8. Arbitration Procedures.....20
Section 9. General.....21

ARTICLE X – DURATION

Section 1. Term and Reopening Negotiations22
Section 2. Effect.....22
Section 3. Finality22

MEMORANDUMS OF UNDERSTANDING

Professional Associations Fund24
Licensed Coordinator Severance Pay25
Returning to Teaching (Experience Credit & Lane Placement)26
Limits to Long-Term Disability Insurance Coverage.....27
Conversion of Non-work Days to Cash Payout.....28

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is established by the School Board of Independent School District 279, hereinafter referred to as the School Board, through meet and confer procedures with Licensed Coordinator Management Personnel Committee, hereinafter referred to as LCMPC, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Licensed Coordinator personnel during the term of this Agreement.

ARTICLE II RECOGNITION

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes the LCMPC as the representative of supervisory personnel employed by the School Board of Independent School District 279. The LCMPC will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The LCMPC will speak for all Licensed Coordinators of the School District as defined in this Agreement and in the PELRA.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board's personnel policies affecting working conditions of management personnel. In the case of Licensed Coordinators "terms and conditions of employment" does not mean educational policies of the School Board. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. Licensed Coordinator Management Personnel: Will mean any person employed by the School Board in a Licensed Coordinator position. The term Licensed Coordinator Management Personnel as used herein will not include superintendent, other management personnel, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, essential employees, part-time or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week, or employees who hold a positions that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement will have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The LCMPC recognizes that 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 of policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: The LCMPC recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The LCMPC recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressed in this Agreement are reserved to the School Board.

ARTICLE V LICENSED COORDINATORS RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement will be construed to limit, impair, or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment. Nor will it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: Employees will have the right to form and join labor or employee organizations, and will have the right not to form and not to join such organizations. Employees in the unit will have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board, as prescribed by the PELRA.

Section 3. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon written request by an employee, the School District will provide the employee with an opportunity to review their personnel file.

Subd. 2. Review: A written request will be made to Human Resources. Human Resources will comply with a written request pursuant to Subd. 1. of this Section no later than seven (7) working days after

receipt of the request and will schedule an appointment for the employee to review their personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation, and a Human Resources employee shall be present when an employee reviews their personnel file.

Subd. 3. Right to Copy: After the review and upon the employee’s written request, the School District will provide the employee with a copy of the requested record. The School District may not charge a fee for the copy. With respect to employees who are separated from employment, upon the employee’s written request, the School District will provide a copy of the personnel file to the employee. Providing a copy of the separated employee’s personnel file to the employee satisfies the School District’s responsibility to allow review as stated in Subd. 1. of this Section.

Subd. 4. Right to Response: The employee may submit for inclusion in their personnel file a written response to any material contained in such file.

Subd. 5. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

Section 4. Meet and Confer: Representatives of Licensed Coordinator Management Personnel and the District agree to meet and confer as needed for the mutual exchange of ideas and to discuss matters that are not terms and conditions of employment.

ARTICLE VI COMPENSATION AND CONDITIONS

Section 1. Salary Plan:

Subd. 1: Salary Ranges. The following salary ranges shall be created for each classification listed below, beginning July 1, 2012.

| Class | Title | Work Days | RANGE Effective 7/1/21-6/30/23 |
|-------|---|-----------|-----------------------------------|
| G3-A | Coordinator, Career and Technical Education | 218 | \$107,225 / \$127,906 |
| G3-A | Coordinator, District Activities | 218 | \$107,225 / \$127,906 |
| G3-A | Coordinator, Early Childhood Education | 218 | \$107,225 / \$127,906 |
| G3-A | Coordinator, Student Services | 218 | \$107,225 / \$127,906 |
| G3-A | Coordinator, Learning & Achievement | 218 | \$107,225 / \$127,906 |
| G3-B | Coordinator, Adult Education | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, ELL | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Indian Education | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Data and Assessment | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Digital Learning and Instructional Media | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Health Services | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Instructional Systems | 218 | \$105,990 / \$126,669 |
| G3-B | Coordinator, Title 1 & TAG | 218 | \$105,990 / \$126,669 |

1. The salary schedule is used as a guide for initial placement. Licensed Coordinators may move above the top of the range with salary enhancements and/or salary advancements.

Subd. 1. Initial Salary Placement: New employees to the district will be placed within their respective salary range at the discretion of the Executive Director, Human Resources. Internal employees hired into the unit and/or current Licensed Coordinators promoting within the unit shall be placed at the discretion of Human Resources based on qualifications/experience and may be placed above the top of the range.

Section 2. Salary Advancement: Effective July 1, 2013, advancement within the salary range will be based on performance measures relating to job performance and leadership. Employees shall have a fair and objective appeals process in the event there is disagreement relating to salary advancement.

Subd. 1. Salary Advancement Amounts: Subject to the process outlined in Subd. 2 of this Section, the following salary advancement amounts will be available. An employee must complete at least 120 days of paid service during a contract year to qualify for salary advancement.

| | | |
|-------------------------|------|------|
| Exemplary performance: | | 2.3% |
| Accomplished | 1.4% | |
| Developing performance: | | 0.7% |
| Unsatisfactory: | 0% | |

Salary advancement amounts will be awarded for performance levels as defined in Subd. 1.

Subd. 2. Alternative Salary Advancement Amounts: The School Board shall set financial parameters for contract negotiations with all employee groups with the same contract term as Licensed Coordinators. These financial parameters relating to salary shall be used to determine the amount of salary advancement if it is to be less than the amounts specified in Subd. 1 above.

Based on these parameters set by the School Board, salary advancement will be as follows:

| | |
|-------------------------|-----------------------------|
| Exemplary performance: | An amount equal to 0 – 2.3% |
| Effective performance: | An amount equal to 0 – 1.4% |
| Developing performance: | An amount equal to 0 – 0.7% |
| Needs Development: | No salary advancement |

Section 3. Salary Enhancement

A 2% increase to base salary effective July 1, 2021. A 3% increase to base salary effective July 1, 2022. The percentage increase will be calculated after performance increases have been added to the base salary.

Section 4. Probation and Regular Status: New employees will be considered as probationary employees until June 30th if they have completed at least 120 work days of employment. If a school year ends prior to a probationary employee serving at least 120 work days, such employee shall be on probation for the following school year, ending June 30th. During this time they may be transferred, discharged or laid off. Upon completion of the probationary period, the employee will establish continuing employee status unless otherwise notified in writing by the employer prior to that date. Probationary employees will be evaluated by their immediate supervisor.

Section 5. Retirement Incentive Pay:

Subd. 1. Exclusion: This Section will apply only to Licensed Coordinators whose service, in any capacity with the School District, has been full-time as defined by this Agreement and whose service began prior to July 1, 1998, with no break in service. For Licensed Coordinators whose employment began after this date, or had a separation of service, the provisions of this section will not be applicable.

Subd. 2. Eligibility: Licensed Coordinators who have completed at least ten (10) years of continuous service, in any capacity with the School District and who are at least fifty (50) years of age will be eligible for retirement incentive pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board, provided that such notice is given by March 1st of the school year in which the employee is going to retire..

Subd. 3. Calculation of Benefit: A Licensed Coordinator will be eligible to receive as retirement incentive pay upon their retirement the amount obtained by multiplying one hundred percent (100%) of their unused number of sick leave days, but in any event not to exceed one hundred eighty-five (185) days-times their daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, the daily rate of pay for Licensed Coordinators will be based upon the total annual compensation at the time of retirement.

Subd. 5. Payment Schedule 50-54: A Licensed Coordinator who retires between the ages of fifty-fifty-four (50-54) will receive the retirement incentive pay on July 20th if their birth date is between January 1st and June 30th the year they reach age fifty-five (55). If their birth date is between July 1st and December 31st they will receive their retirement incentive pay on January 20th of the following year.

Subd. 6. Payment Schedule 55 & Over: Retirement incentive pay for those age fifty-five (55) or older will be paid by the School District according to the following schedule. Licensed Coordinators who retire between January 1st and June 30th will receive their retirement incentive pay July 20th of that year. Licensed Coordinators who retire between July 1st and December 31st will receive their retirement incentive pay on January 20th of the following year. In the event of a Licensed Coordinator's death after having retired from the School District, the remaining amount of retirement incentive pay will be paid to their estate.

Subd. 7. Exceptions: The School Board adopted effective January 4, 1994, a resolution, as authorized by M.S. 465.722, Subd. 3, providing for exceptions to maximum allowable severance pay for any Licensed Coordinator who was a full-time employee for the entire period between January 1, 1983 and December 31, 1992. Said resolution will insure that an excepted employee will receive severance pay in an amount no less than they would have been eligible for as provided for in the Terms and Conditions of Employment for the period of July 1, 1991 thru June 30, 1993.

Subd. 8. Retirement incentive pay will not be granted to any employee who is discharged by the School District.

Section 6. Retirement Savings Plan: In accordance with Section 403(b) of the Internal Revenue Code, the School Board will match the contribution of an eligible employee according to the following

schedule toward an approved 403(b) retirement savings plan. The plan must meet the School District's guidelines for approval.

Subd. 1. District Annual Match – Effective July 1, 2022: The School District's annual match of an eligible employee's contribution will be \$2,000 (approximately \$83.33 per pay period). Employees may choose to defer more than the District annual match amount; however, if a less amount is deferred, the District match will not be received. Federal law determines the maximum amount an individual can contribute annually.

Section 7. Work Year: The Licensed Coordinator's work year is defined in Section 1. of this Article. A Licensed Coordinator may be allowed to reschedule their work year up to a maximum of seven (7) days from a time school is in session to days when school is not in session. The adjustment will not normally be granted for the first and last days of school. The Licensed Coordinator's work year calendar is to be submitted to the appropriate Supervisor or Human Resources for approval.

Subd. 1. Work Days - Licensed Coordinators may schedule the following as work days: Labor Day, Friday after Thanksgiving, Martin Luther King, Jr. Day, President's Day, Spring Holiday, Memorial Day, and Juneteenth, subject to supervisor approval.

Subd. 2. Compensation for Days Worked – Any employee who begins service after July 1 or ends service prior to June 30th of any given school year will be paid for days worked up to a maximum of 218 days during that school year.

Section 8. Emergency School Closing: In the event school starts late or is closed early due to inclement weather or other emergency situations, Licensed Coordinators' work assignment will be determined by the Superintendent or designee. In the event school is canceled due to inclement weather or other emergency situations, Licensed Coordinators will follow the direction of the Superintendent or designee regarding reporting to work. When staff are directed not to report, Licensed Coordinators will be available by phone and/or email for business related purposes during normal school hours on the cancellation day.

ARTICLE VII GROUP INSURANCE

Section 1. Eligibility: Qualifications will include those established by the School Board and the carrier of the coverage.

Section 2. Enrollment: All Licensed Coordinators qualifying will enroll for such coverage in accordance with the procedures established by the School Board.

Section 3. Selection: The School Board will make the selection of insurance carriers and policies. The Licensed Coordinators will have representation on the School District Insurance Advisory Committee.

Subd. 1. District Contribution: Basic Group Health and Hospitalization Plans:

- a. The District will contribute up to the following amounts monthly, towards the District's Group Health Insurance premiums for full time employees. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

| Effective July 1, 2021 | | | |
|------------------------|----------|-------------|------------|
| | Single | Employee +1 | Family |
| High/ Value | \$609.39 | \$947.68 | \$1,518.36 |
| HSA Plan | \$471.09 | \$944.18 | \$1,511.62 |

| Effective July 1, 2022 | | | |
|------------------------|----------|-------------|------------|
| | Single | Employee +1 | Family |
| High/ Value | \$621.58 | \$966.64 | \$1,548.73 |
| HSA Plan | \$480.51 | \$963.07 | \$1,541.85 |

- b. Employees will be allowed to waive health coverage in the District’s health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to-year basis.

Subd. 2. High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts

As recommended by the School District Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying Health Savings Account (HSA). Contributions will only be made to District approved HSA depository.

- Single HSA Coverage: \$200 per month
- Employee+1 Coverage: \$400 per month
- Family Coverage: \$400 per month

District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

- a. Continuation of Coverage Upon Retirement: For Licensed Coordinators hired prior to July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board’s group health and hospitalization plan for any Licensed Coordinator who retires after reaching the age of fifty-five (55) until the Licensed Coordinator qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

For Licensed Coordinators hired on or after July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board’s group health and hospitalization plan for any Licensed Coordinator with seven (7) or more years of continuous employment in the district in any capacity who retires after reaching the age of fifty-five (55) until the Licensed

Coordinator qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

Effective beginning July 2, 2017, a Licensed Coordinator hired into this contract group, who was not eligible for this benefit while serving in another ISD 279 management group, will not be eligible to receive this benefit.

A retired Licensed Coordinator, regardless of hire date, who accepts another hospital and medical insurance plan between age fifty-five (55) and the age the Licensed Coordinator qualifies for Medicare, shall be allowed to re-enter the School Board's group health and hospitalization plan one time only, with no penalty.

A Licensed Coordinator, regardless of hire date, who retires before age fifty-five (55) as provided for in Article VI, Section 3 of this Agreement, shall also be eligible for this provision, upon reaching age fifty-five (55), provided that the Licensed Coordinator has enrolled in and maintained hospital and medical insurance at their expense from the age of retirement to June 30th of the year after they reach the age of fifty-five (55).

- b. Insurance Program Eligibility After Qualifying for Medicare: This insurance coverage will continue beyond the date a Licensed Coordinator qualifies for Medicare as permitted by law. The premium as determined by the insurance carrier will be paid by the retiree.

Section 4. Section 125 (Flexible Spending) Plan: The School District will provide a Section 125 Plan under the Internal Revenue code for all licensed Coordinators.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes. The plan year will commence July 1st through June 30th of each year. There are three (3) components to the plan:

1. District-provided health insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account.

Section 5. Dental Insurance:

- a. Single Coverage: Effective July 1, 2015, the School District will pay up to \$28.00 per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan.
- b. Family Coverage: The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee and paid by payroll deduction minus the School District's contribution for single coverage.

Whether the School District offers family/dependent coverage is subject to the conditions as established by the carrier(s).

Section 6. Group Term Life Insurance: The School Board will pay full premium for group term life insurance for all Licensed Coordinators employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Licensed Coordinators who qualify and enroll will be covered by group term life insurance to a maximum of \$100,000.

Section 7. Supplemental Group Term Life Insurance: Licensed Coordinators will have the option, subject to the conditions established by the School District's carrier for group term life insurance as provided in Section 7 of this Article, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$300,000 or \$400,000, not to exceed 4x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deduction. In the event of early retirement, a Licensed Coordinator may continue to purchase this policy until the employee reaches the age of 65.

Section 8. Long-Term Disability Income Protection: The School Board will pay the full premium in the existing long-term disability income protection plan of the School Board for all Licensed Coordinators employed by the School Board who qualify for and enroll in such coverage. This coverage will apply to total annual salary. Licensed Coordinators who have qualified for long term disability insurance and who previously qualified for the district's health and hospitalization insurance benefits will have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the Licensed Coordinator at their expense. See MOU Long-Term Disability Coverage for Mental Health & Chemical Dependency.

Section 9. Claims Against the School District: It is understood that the School Board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Married Couples in District with Family Coverage: When a Licensed Coordinator employee and their spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, and both employees enroll in the same hospitalization plan, the full premium will be paid by the School District.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Licensed Coordinators will be eligible for sick leave under one of the following conditions:

- a. **Earn & Accumulation:** Full-time Licensed Coordinators will accrue sick leave at the rate of twelve (12) days per year (one day per month) and accrual for unused sick leave will be unlimited. Employees working less than a full year will have their sick leave days prorated.
- b. **Use-Pregnancy:** An employee may utilize available sick leave, subject to the provisions of this Section and Section 8 hereof, for periods of disability relating to pregnancy, miscarriage, and abortion or child birth. Such an employee will notify Human Resources in writing no later than the end of the sixth month of pregnancy indicating their intention to utilize sick leave, and also at

such time will provide a licensed medical provider 's statement indicating the estimated date of delivery of the child and estimated time of confinement. A licensed medical provider will determine the definition of disability.

1. An employee (other than the pregnant parent) may utilize up to ten (10) days of sick leave in connection with the birth of their child. Such leave will be deducted from Family Illness Leave.
2. An employee may utilize up to 30 days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of this Article.

Subd. 2. Use: Sick leave with pay will be allowed by the School Board whenever an employee's absence is found to have been due to an illness which prevented their attendance at work and performance of duties on that day or days.

Subd. 3. Medical Verification: The School Board may require the employee to furnish a medical certificate from a qualified licensed medical provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 4. Medical Request: In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Approval: Sick leave pay will be approved only upon submission of a signed request on the authorized sick leave pay request form provided by the School Board.

Subd. 6. Use - Absences Covered by Workers' Compensation and/or Long-term Disability (LTD):

- a. A Licensed Coordinator who is absent from work as a result of a compensable injury in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School Board's long-term disability insurance, the School Board will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the employee and the employee's base rate of pay or the extent of the employee's earned accrual of sick leave, if said employee is on an accrued sick leave basis. (See Subd. 1b)
- b. A Licensed Coordinator who is on an accrued sick leave basis will have a deduction made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c. Such payment will be paid by the School Board to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.

- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments will submit their Workers' Compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.
- f. A Licensed Coordinator who is unable to perform their duties and responsibilities due to a physical assault resulting in an injury which occurs while on duty as a result of a work related incident will be entitled to compensation without use of sick leave for the first three (3) days of absence. Thereafter, the compensation will be paid per Subd. 6, a-e above.
- g. If a Licensed Coordinator incurs an injury as described in f. above, and such injury causes the employee to work less than full-time, the School District will continue to contribute its share of the cost of the health and hospitalization insurance plan that the employee is enrolled in.

Section 2. Family Illness:

Subd. 1. Use: Licensed Coordinators will be granted up to a maximum ten (10) days absence per year upon approval of Human Resources, for illness in the Licensed Coordinator's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, or guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay. Employee may flex up to five (5) days of their work calendar if it meets programmatic needs of the system, with approval of the supervisor.

Section 3. Bereavement Leave:

Subd. 1. Use-Immediate Family: Full-time Licensed Coordinators will be granted up to five (5) days per occurrence for absence due to death of each member of the Licensed Coordinator's or spouse's immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Additional absences, but not to exceed five (5) additional days, may be granted. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.

Subd. 2. Use-Not Immediate Family: Absence due to the death of a person, not listed in Subd. 1 will be limited to one (1) day per occurrence per year. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.

Section 4. Jury Service: A Licensed Coordinator summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Licensed Coordinators who receive a summons for jury service are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Licensed Coordinators who receive a stipend for jury service are to reimburse the School District for the amount received, minus the mileage and parking expense allowance if they were on jury duty during school time.

Subd. 3. Pay: Licensed Coordinators will have no loss of pay as a result of jury duty if the provisions of Subd. 1. and Subd. 2 of this Section are met.

Section 5. Court Appearances:

Subd. 1. Request of School Board: When the School Board is a party in a litigation, and a Licensed Coordinator of the School District appears at the request of the School Board or as codefendant in a case against the School Board, the Licensed Coordinator will be entitled to their pay and no deduction of any leave provision will be charged to the Licensed Coordinator.

Subd. 2. Other Requests: If a Licensed Coordinator receives a notice to supply information or testify in a civil or criminal court proceeding, as a result of their employment, they must notify their Director or Human Resources. If the Licensed Coordinator must appear at the proceeding, the Licensed Coordinator will be entitled to their pay and no deductions of any leave provisions will be charged to the Licensed Coordinator. If the matter is a result of actions for which the Licensed Coordinator has been found to have acted improperly and thus disciplined by Human Resources, the day(s) absent will be deducted from personal leave or short-term leave referenced in this article.

Subd. 3. Action Against School Board: If the matter is a result of actions by an employee against the School Board/District, the day(s) absent will be deducted from personal leave or short-term leave. Additional short-term leave will be granted if necessary.

Section 6. Personal Leave: A Licensed Coordinator will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the Licensed Coordinator’s personal attention not covered under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to Human Resources at least three (3) days in advance, except in event of emergencies.

Subd. 2. Limit-4: At no time will more than four (4) Licensed Coordinators be granted personal leave.

Subd. 3. Exclusion: A personal leave day will not normally be granted on the first or last days of the student school year, on staff development days and before/after natural breaks in the school year. Personal leave days that fall on the excluded days will only be considered for approval for special circumstances with written explanation by the Licensed Coordinator and approval of Human Resources.

Section 7. Child Care/Adoption Leave:

Subd. 1. Purpose: A Licensed Coordinator, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The Licensed Coordinator will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA).

This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Licensed Coordinators may be granted partial leaves of absence appropriate to the job assignment.

Subd. 2. Request: A Licensed Coordinator making application for child care leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the Licensed Coordinator will inform Human Resources in writing at the earliest opportunity of the intention to take the leave.

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, a Licensed Coordinator may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant Licensed Coordinator will also provide at the time of the leave application, a statement from a licensed medical provider indicating the expected date of delivery.

Subd. 4. Use of Sick Leave for Adoption: A Licensed Coordinator may request to use up to thirty (30) days of accumulated sick leave for adoption, to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

Subd. 5. Date of Leave: The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the Licensed Coordinator and Human Resources. In determining the date of the commencement and duration of the leave, the Assistant Superintendent, Human Resources will review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b. The request of the Licensed Coordinator.
- c. The specific employment duties of the Licensed Coordinator involved.
- d. The health and welfare of the Licensed Coordinator, unborn child or adopted child.
- e. The recommendation of the Licensed Coordinator's licensed medical provider.

Subd. 6. Duration: In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not in any event be required to:

- a. Grant any leave of more than twelve (12) months in duration.
- b. Permit the Licensed Coordinator to return to their employment prior to the date designated in the request for the leave, unless by mutual agreement of the Licensed Coordinator and Human Resources.

Subd. 7. Approval of Leave: If the Licensed Coordinator complies with all provisions of this section and a leave is granted by the School Board, the Licensed Coordinator will be notified in writing.

Subd. 8. Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require in such cases forty-five (45) days' notice to return.

Subd. 9. Reinstatement: A Licensed Coordinator returning from child care/adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished.
- b. The Licensed Coordinator is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. Failure to Return: Failure of the Licensed Coordinator to return pursuant to the date determined in this section will constitute grounds for termination by the School District unless the School District and the Licensed Coordinator mutually agree to an extension of the leave.

Subd. 11. Probationary Period: The parties agree that the applicable periods of probation for Licensed Coordinators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a Licensed Coordinator's performance. The parties agree, therefore, that periods of time for which the Licensed Coordinator is on child care/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Experience Credit: A Licensed Coordinator who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The Licensed Coordinator will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Salary: Any child care/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: A Licensed Coordinator on child care/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the Licensed Coordinator wishes to retain, following FMLA. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this Section.

Subd. 15. Notification to Return: A Licensed Coordinator on adoption leave will be sent a contract from Human Resources according to the following schedule:

- a. At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The Licensed Coordinator will lose all re-employment rights if the Licensed Coordinator refuses or fails to return the contract within ten (10) days.

Section 8. Long-Term Leave: Eligibility: Licensed Coordinator’s with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment. Additional leaves may be granted at the discretion of Human Resources for health reasons.

Subd. 1. Duration: Leave may be granted for a period of up to one (1) year.

Subd. 2. Insurance: A Licensed Coordinator on an approved long-term leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the Licensed Coordinator wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. Benefit Accrual: A Licensed Coordinator on approved long-term leave will retain their accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the Licensed Coordinator is on leave.

Subd. 4. Purpose: Consideration for granting long-term leaves will be given for:

- | | |
|------------------------------|---|
| Approved Travel | Health |
| Education | Family Reasons (Issues) |
| Election to Political Office | Retraining or Career Change (not including employment in another school district) |

Subd. 5. Requests: Requests for leaves must be made at least thirty (30) days in advance, except in emergencies, and submitted to Human Resources for recommendation. Final approval will be made by the School Board.

Subd. 6. Notification to Return: A Licensed Coordinator on long-term leave will be sent a notice from Human Resources according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification will be given by March 1 of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

Subd. 7. Reinstatement: An employee returning from long term leave for education, approved travel, family reasons, retraining, or career change reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position is vacant;
- b. That the position has not been abolished; and
- c. That the employee is not physically or mentally disabled from performing the essential duties of such position

An employee returning from long term leave for Health or election to Political office reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished.
- b. That the employee is not physically or mentally disabled from performing the essential duties of such position.

Subd. 8. Failure to Return Notice: The Licensed Coordinator will lose all re-employment rights if the Licensed Coordinator refuses or fails to return the contract within ten (10) days.

Section 9. Short-Term Leaves: Full-time Licensed Coordinators may apply for a short-term leave of absence.

Subd. 1. Salary: Short-term leave will be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the 2011-2013 Agreement.

Subd. 3. Requests: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a Leave of Absence Request (PF 21) and will clearly state the reason for such request. Any special conditions or arrangements established by the Licensed Coordinator for a short-term leave will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Approval: Short-term leave will be granted only in special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once during this Agreement.

Subd. 6. Limit-1: The number of Licensed Coordinators on short-term approved leave at any given time will not normally exceed one (1) person.

Section 10. Religious Leave: Licensed Coordinators may be granted up to three (3) days for religious leave. Licensed Coordinators must make application giving full details to Human Resources at least three (3) days prior to the religious leave. Upon approval, Human Resources will notify the Licensed Coordinator's immediate supervisor to make the necessary arrangements allowing the Licensed Coordinator to make up the days at some other prearranged time. The make up time will be determined in collaboration between the Licensed Coordinator and the immediate supervisor. However, a Licensed Coordinator may utilize provisions outlined in Section 6, Personal Leave, or Section 1, Sick Leave, if so desired. If the Licensed Coordinator chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time will more than two percent (2%) of the Licensed Coordinators be granted religious leave on a given contract day.

Section 11. Extended Leave of Absence:

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46. and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the

granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves; if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. Conditions: The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46 and, 354.094, as of the date of this agreement.

Subd. 3. Eligibility: Licensed Coordinators must have a minimum of seven (7) consecutive years of full-time teaching service in the School District and at least ten (10) years of allowable service as defined in Section 354.05, Subdivision 13.

Subd. 4. Requests: Requests for extended leaves of absence must be submitted to Human Resources by April 1, of the year preceding the school year for which the extended leave would commence.

Subd. 5. Reinstatement: A Licensed Coordinator returning from an extended leave of absence will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished pursuant to M.S. 122A.40.
- b. That the Licensed Coordinator is not physically or mentally disabled from performing the essential duties of such position.

Subd. 6. Failure to Return Contract: The Licensed Coordinator will lose all re-employment rights if the Licensed Coordinator refuses or fails to return the contract within ten (10) days.

Section 12. Unrequested Leave of Absence

Subd. 1. Purpose: The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many Licensed Coordinators as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a Licensed Coordinator must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of this section, shall apply.

Subd. 2. Definitions:

- a. For the purpose of this Section, a “Licensed Coordinator” shall mean a continuing contract Licensed Coordinator active, or on leave (inactive) currently employed in a district level position.

Subd. 3. Placement on Unrequested Leave of Absence:

- a. Licensed Coordinators shall be placed on unrequested leave within their specific titles at the discretion of Human Resources and the Supervisor based on performance in their respective title(s).
- b. Exceptions: No Licensed Coordinator, including probationary shall be placed on ULA if any other Licensed Coordinator employed in the same title has been suspended in the last two (2)

years.

Subd 4. Reinstatement:

- a. Licensed Coordinators shall be recalled from an unrequested leave of absence to available positions in the School District for which they are both certified and for which they are qualified pursuant to the provisions of this Article. Licensed Coordinators will be recalled to available positions in inverse order in which they were placed on unrequested leave of absence.
- b. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy of the list will be maintained in Human Resources and made available upon request.
- c. No appointment of a new Licensed Coordinator shall be made while there is available, on unrequested leave, a Licensed Coordinator who is properly licensed as provided in this Article to fill such vacancy unless the Licensed Coordinator on unrequested leave declines the position.
- d. Notification shall be by certified mail to the last known address of the Licensed Coordinator as recorded in the Human Resources office. In the event a Licensed Coordinator declines a Licensed Coordinator position or fails to notify the School Board in writing of the Licensed Coordinator's intentions within ten (10) business days after receipt of notification, the Licensed Coordinator shall be removed from the recall list.
- e. A Licensed Coordinator placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of Licensed Coordinators placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.
- f. The unrequested leave of absence shall not impair the continuing contract rights of a Licensed Coordinator or result in the loss of any benefits accrued under the Master contract while the Licensed Coordinator was employed by the School Board.
- g. The unrequested leave of absence of a Licensed Coordinator who is not reinstated shall continue for a period of three (3) years from the date the Licensed Coordinator's unrequested leave of absence began or until the Licensed Coordinator fails to respond within ten (10) business days after the date of notification or until the Licensed Coordinator submits in writing a request to be removed from the recall list, whichever occurs first.

**ARTICLE IX
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" will mean an allegation by an employee 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 Policy.

Section 2. Representative: The employee, 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 their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Policy may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. 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 will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein will be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level One of this grievance procedure, will be in writing setting forth the decision and will be transmitted to all parties of interest.

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the acts and the specific provisions of the Policy allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the Licensed Coordinator and Human Resources. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and the employee will attempt to adjust grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Informal Discussion: Before a written grievance is submitted, informal discussions will take place between the aggrieved party and the Licensed Coordinator. Through these discussions the parties will attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the Licensed Coordinator. A copy of such written grievance must simultaneously be filed with Human Resources. The immediate supervisor will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to Human Resources, Human Resources will set a time to meet regarding the grievance within fifteen (15) days after receipt of the

appeal. Within ten (10) days after the meeting, Human Resources will issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board will then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein will constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: 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 superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure the parties will, 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 Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services (BMS) within the time periods provided herein will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party will within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:
 - 1. statement of the issues involved,
 - 2. statement of the facts, and

3. position of the grievant.

- b. The School Board will make a similar submission of information in accordance with Subd. 4a above.

Subd. 5. Hearing: The grievance will 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 will 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. The proceeding before the arbitrator will be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator will be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her the arbitrator will be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided in the PELRA.

Subd. 7. Expenses: Each party will bear its own expenses in connection with 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 will be made of the hearing at the request of either party. The parties will share, equally, fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording will be borne by the party requesting it.

Subd. 8. Jurisdiction: The arbitrator will 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 will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Policy; nor will 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 will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will 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 selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Section 9. General:

Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Employee Rights: Nothing herein will be construed to limit, impair or affect the right of any employee, or group of employees, as provided in state statutes.

ARTICLE X DURATION

Section 1. Term and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023. In the event a successor agreement is not entered into prior to the commencement of school in 2021, a Licensed Coordinator will be compensated according to the last individual contract executed between the Licensed Coordinator and the School District until such time that a successor agreement is executed. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it will give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties will not commence meet and confer more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: 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 terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

Section 3. Finality: Any matters relating to the current term whether or not referred to in this Policy, will not be open for discussion during the term of this Agreement.

MEMORANDUMS OF UNDERSTANDING

BETWEEN

**OSSEO AREA SCHOOLS (ISD 279) & LICENSED COORDINATOR
MANAGEMENT PERSONNEL**

| <u>TOPIC</u> | <u>PAGE</u> |
|--|--------------------|
| Professional Associations Fund | 24 |
| Licensed Coordinator Severance Pay | 25 |
| Returning to Teaching (Experience Credit & Lane Placement) | 26 |
| Limits to Long-Term Disability Insurance Coverage | 27 |
| Conversion of Non-work Days to Cash Payout | 28 |

MEMORANDUM OF UNDERSTANDING
between
OSSEO AREA SCHOOLS (ISD 279)
and
LICENSED COORDINATORS MANAGEMENT PERSONNEL

TOPIC: Professional Associations Fund

EFFECTIVE DATES: July 1, 2009

AGREEMENT:

The School District will establish a fund for the purpose of payment of membership dues in appropriate professional organizations in an amount not to exceed \$800 annually for each Licensed Coordinator.

Professional Dues

1. Normally, the School District will pay the cost of membership in one (1) national organization and its state affiliate.
2. However, should a Licensed Coordinator desire affiliation in another or an additional professional organization because of a special interest or special project assignment, s/he may request approval for membership from their Supervisor.
3. The Licensed Coordinator must submit a BA 9 (Voucher Request for Payment) accompanied by the membership application or renewal form to the appropriate Supervisor.
4. The appropriate Supervisor for each Licensed Coordinator must approve all organizational dues.
5. The School District will not pay dues for any “labor or employee organization” as defined in M.S. §179A.03, Subdivision 6.
6. The Professional Associations Fund cannot be transferred or used for other employees in the School District.

The following pages contain the full text of Memos of Agreement between the School District and Licensed Coordinators and which are on file in the Human Resources Department. The Memos of Agreement are published here to enhance communication regarding these topics.

MEMO OF UNDERSTANDING
between
OSSEO AREA SCHOOLS (ISD 279)
and
LICENSED COORDINATORS MANAGEMENT PERSONNEL

TOPIC: Licensed Coordinators Severance Pay

EFFECTIVE DATES: July 1, 2021— June 30, 2023

AGREEMENT:

Subject to the limitations listed below, the school district will contribute severance pay to eligible employees as follows:

- Special Pay Deferral Plan (403(b)) – the maximum allowed by the IRS contribution limit. Any remaining balance will be paid into the Special Pay Deferral Plan in future consecutive fiscal years to the extent allowable by the IRS; then
- Post Retirement Arrangement Plan – the balance of severance pay.

All school district payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements. This agreement does not set any precedent for any future issue.

MEMO OF UNDERSTANDING
between
OSSEO AREA SCHOOLS (ISD 279)
and
LICENSED COORDINATORS MANAGEMENT PERSONNEL

TOPIC: Returning to Teaching (Experience Credit and Lane Placement)

EFFECTIVE DATES: July 1, 2021 – June 30, 2023

AGREEMENT:

If a Licensed Coordinator returns to, or is placed in, a teaching position, the years the employee served as a Licensed Coordinator in ISD 279 will count for initial placement on the teacher contract. The years of experience that the Licensed Coordinator served as a teacher in ISD 279 or in another district will also be considered for initial placement on the teacher contract.

Limits to Long-Term Disability Insurance Coverage

EFFECTIVE DATE: **Upon date of contract ratification**

The plan design for long-term disability coverage for chemical dependency and mental health may be changed to a combined 24 months of coverage per claim. These changes will only go into effect contingent on the agreement of all other bargaining groups in the Osseo Area School District, approval of the Insurance Advisory Committee and approval by the School Board. If no agreement is reached among the groups, or if the Insurance Advisory Committee and/or School Board do not approve the design of the request for proposal (RFP) and/or the bid/proposal itself, this language will be null and void. In the interim follow Article VII, Section 8.

MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
LICENSED COORDINATORS

TOPIC: Conversion of Non-work Day to Cash Payout.

EFFECTIVE DATE: Upon signing through June 30, 2022

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 (“District”), and Licensed Coordinators.

PURPOSE:

The purpose of this MOU is to outline the agreement between the District and the Licensed Coordinators regarding an employee’s monetary conversion of accumulated non-work days to cash during the time period specified by this MOU.

The parties agree to the following:

1. During the pandemic, and due to the Non-work Day Carryover MOU, some Licensed Coordinators have accumulated a significant number of non-work days that must be used by June 30, 2024.
2. Employees hired prior to July 1, 2021, who have more than five (5) non-work days on June 30, 2022, and who are active as of June 30, 2022, will have five (5) non-work days converted at the employee’s daily rate of pay as a cash payout.

This MOU shall set no precedent between the parties. Any conflicts regarding this agreement will be handled through the grievance process in the collective bargaining agreement.