

CONTRACT

Between

OSSEO AREA SCHOOLS

ISD  279

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

and



**EDUCATION MINNESOTA - OSSEO
EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL #7325**

Effective Dates: July 1, 2022 – June 30, 2024

**AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT
 BETWEEN
 INDEPENDENT SCHOOL DISTRICT 279 – OSSEO AREA SCHOOLS
 MAPLE GROVE, MINNESOTA
 AND
 EDUCATION MINNESOTA – OSSEO
 EDUCATIONAL SUPPORT PROFESSIONALS (ESP), LOCAL #7325
 EFFECTIVE DATE: July 1, 2012 – June 30, 2024**

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

For the Education Minnesota-Osseo
Educational Support Professionals

For ISD 279 – Osseo Area Schools:

DocuSigned by:

 9/7/2023



 Chair, School Board

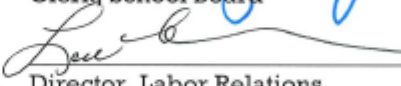
DocuSigned by:

 9/6/2023



 Clerk, School Board

Chief Negotiator



 Director, Labor Relations

Dated this _____ day of _____, 20____

Dated this 30th day of August, 2023

Addresses of Official Notice:

Educational Support Professionals:
 Education Minnesota-OSSEO Local #1212
 9210 Wyoming Ave. N. #200
 Brooklyn Park, MN 55445

School Board:
 ISD #279
 11200 93rd Avenue N.
 Maple Grove, MN 55369

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**ARTICLE 1
PURPOSE OF AGREEMENT**

Section 1. Parties: This Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board and the Education Minnesota–OSSEO Educational Support Professionals, hereinafter referred to as the Exclusive Representative, is pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, and provides the terms and conditions of employment for the Educational Support Professionals during the term of this Agreement.

**ARTICLE 2
EMPLOYEE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the School Board recognizes the Education Minnesota–OSSEO Educational Support Professionals as the Exclusive Representative of Educational Support Professionals employed by the School Board. The Exclusive Representative will have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative will represent all the Educational Support Professional employees of the School District as defined in this Agreement and in said Act.

**ARTICLE 3
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Will mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA.

Section 2. Educational Support Professional Employee: Will mean all Educational Support Professionals (including but not limited to Instructional Educational Support Professionals and Clerical Educational Support Professionals) employed by the School District, who are public employees within the meaning of Minnesota Statutes § 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Section 3. School Board: For purposes of administering this Agreement, the term "School Board" may also mean its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement will have those meanings as defined by PELRA.

**ARTICLE 4
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, ISD 279 Educational Support Professionals (ESP) - Terms and Conditions of Employment July 1, 2022, through June 30, 2024

which include, but are not limited to, such areas of discretion or 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 Exclusive Representative 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 Exclusive Representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Educational Support Professional employees also recognize the right, obligation and duty of the School Board, and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and 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 expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 5 EDUCATIONAL SUPPORT PROFESSIONAL EMPLOYEE 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 designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor will it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: Educational Support Professional 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. Educational Support Professional 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 District.

Section 3. Request for Dues Check-off: Educational Support Professional employees will have the right to request dues check-off for the Exclusive Representative in accordance with the provisions of PELRA. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the Exclusive Representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing. Such dues deducted will be forwarded to the treasurer of the Education Minnesota – Osseo Educational Support Professionals.

Section 4. Claims Against the School District: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 5. Remitting to the Exclusive Representative: With respect to all dues deducted by the District, the District shall remit to the Exclusive Representative within 30 calendar days from each date of deduction, the total amount deducted, accompanied by the list of Educational Support Professionals for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise the District of all members of the Exclusive Representative in good standing and from time to time furnish information needed by the District to fulfill the provisions of this Article, and not otherwise available to the District.

Section 6. Personnel Files:

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

Subd. 2. Request: Such request will be made to the Human Resources Department. The department will schedule an appointment for the employee to review the employee's file and notify the employee of such appointment. The appointment shall be made no later than seven working days after receipt of the request.

Subd. 3. Review: The employee may review and have access to their personnel file only in the presence of a Human Resources designee or representative.

Subd. 4. Right to Copy: The employee will have the right to obtain a copy of any of the contents of their personnel file at no cost to the employee. 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 at no cost 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. 5. Right to Response: The employee may submit, directly to Human Resources, for inclusion in their personnel file a written response (rebuttal) to any material contained in such file.

Subd. 6. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

Section 7. Other Rights: Educational Support Professional employees will have all other rights prescribed by PELRA.

Section 8. Meet and Confer: Representatives of the Exclusive Representative and representatives of the School District shall meet for the purpose of discussing issues of concern to either party. Meetings will be normally scheduled for at least one time per month during the school year. Additional meetings may be scheduled on an as needed basis.

**ARTICLE 6
GENERAL EMPLOYMENT CONDITIONS**

Section 1. 2022-2024 Rates of Pay:

Subd. 1. The following hourly rates of pay will be in effect for the period of July 1, 2022 through June 30, 2024.

July 1, 2022 – June 30, 2023

| | Class 1 | Class 2 |
|--------|---------|---------|
| Step 2 | \$17.00 | \$18.00 |
| Step 3 | \$18.53 | \$18.68 |
| Step 4 | \$21.31 | \$20.68 |
| Step 5 | | \$23.71 |

July 1, 2023 – June 30, 2024

| | Class 1 | Class 2 |
|--------|---------|---------|
| Step 1 | 17.68 | \$19.43 |
| Step 2 | 19.27 | \$21.51 |
| Step 3 | 22.16 | \$24.66 |

Subd. 2. Beginning July 1, 2014, a \$100.00 stipend will be paid each year to an ESP that has attained Highly Qualified status. Documentation must be submitted to Human Resources by May 1 to qualify for the stipend. Documentation does not need to be resubmitted once it is received. A \$200.00 stipend will be paid each year to an ESP that has attained the Minnesota Paraprofessional Credential. Documentation must be submitted to Human Resources by the last day of school. Documentation does not need

to be resubmitted once it is received. Stipend payment will be to ESPs who are active on the last day of the school year and will be made the last pay period of the current school year.

Subd. 3. Career Increment:

Effective July 1, 2020, the following career increments shall be paid:

| Years of Service | Career Increments per hour* |
|------------------|-----------------------------|
| 5-6 | \$0.15 |
| 7-9 | \$0.25 |
| 10-14 | \$0.75 |
| 15-19 | \$1.15 |
| 20-24 | \$1.50 |
| 25+ | \$2.00 |

*The career increment will be applied July 1 of the fiscal year in which an employee reaches the number of years of consecutive employment in the District.

Subd. 4. The following rates will be paid for appropriate active licensure/certificates:

| | |
|---------------------|-------------|
| EMT | \$0.55/hour |
| MN Teachers License | \$0.55/hour |

Only those jobs requiring licensure per the job description, with the exception of Minnesota Teacher’s license, will be eligible for this additional amount. A current copy of the license/certificate must be on file in Human Resources to be eligible.

Section 2. Classifications:

Subd. 1. The following job titles will be defined as Classification 1:

- Building Volunteer Program Educational Support Professional Clerical Educational Support Professional (including Lunchroom & Recess Monitors)
- Clerical Educational Support Professional [Twelve-Month]
- Kidstop Educational Support Professional
- Library/Media Educational Support Professional
- Parking Lot and Hall Monitor Educational Support Professional

Subd. 2. The following job titles will be defined as Classification 2:

- Bus Educational Support Professional
- Career Resource Center Educational Support Professional
- Early Childhood Family Education (ECFE) Educational Support Professional
- ELL Educational Support Professional
- Four Star Educational Support Professional

Technology Educational Support Professional
Instructional Educational Support Professional
Instructional Educational Support Professional /Specialty Credential
Special Education Educational Support Professional
Due Process Special Education Educational Support Professional
Special Education/Vocational Trainer Educational Support Professional
Student Support Service District-wide Float
Title I Educational Support Professional
Traffic Control and Crossing Guard Education Support Professional (effective July 1, 2023)
Kidstop Educational Support Professional (effective June 9, 2023)

Subd. 3. Temporary Positions: A limited number of Educational Support Professional assignments may be considered "temporary" positions. Examples include, but are not limited to, Bus Educational Support Professionals, elementary overload, and persons filling replacement positions of Educational Support Professionals on authorized leave. Temporary positions will be clearly stated as temporary on the job posting and at the time of assignment.

Subd. 4. Ending of Temporary Positions: An employee with regular status selected for a temporary position or an employee who achieves regular status in a temporary position will retain seniority status during the temporary assignment. When the temporary position ends due to the return of an Educational Support Professional on leave of absence, the regular status employee in the temporary assignment will be placed on a recall list subject to Article 6, Section 12, Job Elimination, Subdivisions 3, 4 and 5. When the temporary position ends due to the resignation of an Educational Support Professional on leave of absence, the regular status employee in the temporary position will be assigned the permanent position.

Sud. 5. ESPs with a Short Call Substitute License: ESPs that hold a short call substitute teaching license are covered under the ESP contract while they are working under a short call substitute teaching license and all terms and conditions of this agreement apply.

Subd. 6. ESPs working as a substitute teacher will be paid the district prevailing wage for substitute teachers. Any ESP who needs extra time to complete their work as a result of taking a substitute teaching shift may, with the approval of their supervisor, come in before their normal start time or stay after their normal end time to complete their outstanding tasks.

Section 3. Placement and Movement on Schedule:

- a) Each employee who has worked a minimum of 120 paid days during the school fiscal year (July 1 to June 30) will move to the next step on the salary schedule on July 1 of the following year. Schedule advancements will occur on July 1 of each year for eligible employees. Educational Support Professionals will maintain

their seniority based on their original hire date within the unit. For the purposes of this section, a day worked will include paid leave and holiday pay.

- b) Employees will be entitled to step movement or career increment increases only upon satisfactory job performance. Satisfactory job performance shall be determined by the employee's most recent performance evaluation. Employees who do not receive a step increase or career increment increase due to job performance shall be eligible for such step increase or career increment the following July 1, or some alternate date as determined through Meet and Confer, with Board approval.

Section 4. Holidays: Educational Support Professionals regularly scheduled to work 10.5 hours or more per week will be granted eight paid holidays as determined by the School Board prior to July 1 each year. Twelve-month Educational Support Professionals will be granted 12 paid holidays as determined by the School Board prior to July 1 each year.

The following eight paid holidays will be granted to 10-month employees.

| | |
|--------------------------------|--|
| Thanksgiving Holidays (2 days) | Winter Holidays (2 days) |
| New Year's Holiday | Presidents' Day or Martin Luther King, Jr. Day |
| Spring Holiday | Memorial Day |

NOTE: The Kidstop Educational Support Professionals calendar will indicate their paid holidays.

Section 5. Vacation – Clerical Educational Support Professionals (Twelve Month): Twelve-month employees who are required to work all year and are notified as such at time of hire will be granted vacation, calculated for employees who work 8 hours a day or prorated for those working less than 8 hours, as follows:

| | |
|--|-----------|
| After six months of consecutive eligible employment (Accruals start first month of employment and each month until 7/1 following date of hire) | 40 hours |
| After one year of consecutive employment | 80 hours |
| After five years of consecutive employment | 120 hours |
| After 11 years of consecutive employment | 128 hours |
| After 15 years of consecutive employment | 160 hours |
| After 20 years of consecutive employment | 200 hours |

Conditions for Vacation Allowance:

- a. Effective July 1, 2021, vacation will be credited for the current school year with the first paycheck in July.

- b. Vacation must be scheduled and approved in advance with the employee's supervisor.
- c. An employee leaving district employment for reasons other than termination for cause, prior to an earned vacation period is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two weeks' notice of proposed last day of employment. Vacation time accrued, but not yet earned for the year, must be paid back to the district upon leaving district employment for any reason. The final payout of vacation time shall be limited to a maximum of 120 hours. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision. If an employee is terminated for just cause, the employee is not eligible for any accrued vacation time.
- d. Illnesses sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefit.

Section 6. Seniority:

Subd. 1. Seniority Date: An employee's seniority date will be the original date of employment in the School District within the Educational Support Professional unit.

Subd. 2. ESPs with a Single Job Title: To earn and maintain seniority privileges, an Educational Support Professional must regularly work 10.5 hours or more per week.

Subd. 3. ESP's With Multiple Job Titles: ESP's must be assigned a minimum of ten hours per week in an individual job title to assert seniority rights.

Subd. 4. Forfeiture: An employee who is discharged, resigns, or does not report for an assignment after being recalled will forfeit all seniority rights. An employee loses rights to seniority after being laid-off for more than 24 months without being recalled.

Section 7. Hours: Educational Support Professionals will normally work student contact days/hours for the program associated with their work assignment. Additional days/hours may be assigned upon approval of the supervisor and Human Resources.

Subd. 1. Required Workshops: Educational Support Professionals will be paid for time attending required seminars or in-service activities.

Subd. 2. Regular and Overtime Compensation: All Educational Support Professionals working beyond scheduled time will be compensated at their regular rate. Employees working over 40 hours in a week will be paid 1.5 times their regular rate.

Section 8. Probation and Regular Status:

Subd. 1. Probationary Status: New employees will be considered as probationary employees until June 30, provided they have worked 90 days from their hire date until June 30. Working days shall include days actually worked, vacation, sick leave, paid holidays, and personal leave. If a school year ends prior to a probationary employee serving at least 90 working days, such employee shall be on probation for the following school year, ending June 30. During this time they have no seniority privileges and may be transferred, discharged or laid off. Upon completion of the probationary period, an employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

Subd. 2. Regular Status: When an employee achieves regular status, the employee will have seniority privileges and may not be discharged without just cause.

Subd. 3. Classification Change – Probation: An employee changing classification will be considered probationary in the new assignment for a period of 90 days. In the event an employee does not satisfactorily complete the probationary period, they will be placed on the School District's recall list according to their previous classification and job assignment.

Subd. 4. Evaluations: Regular status (non-probationary) Educational Support Professionals will normally be evaluated by their supervisor by May 15 once per school year. Probationary Educational Support Professionals will normally be evaluated up to a minimum of two times during the probationary period.

Subd. 5. Challenging an Evaluation: Evaluation content will continue to be subject to challenge following district policy and procedure. Evaluation content will not be subject to the grievance procedure outlined in Article 9.

Section 9. Progressive Discipline:

Subd. 1. The School District recognizes the concept of progressive discipline consisting of: 1) Letter of expectation (non-disciplinary); 2) written reprimand; 3) suspension without pay; 4) discharge. Discipline shall only be imposed if there is just cause for the discipline. Notwithstanding this concept, the School District reserves, in its sole discretion, the right to impose discipline at any level. An oral or written reprimand may be grieved up to Level 3 of the grievance procedure as outlined in Article 9 but may not be carried to arbitration.

Subd. 2. If an employee is in a position that requires contact with students and reporting for work would violate a court order, the employee must notify Human Resources prior to reporting for work. Failure to notify Human Resources of the court order will result in discipline up to and including termination. Human Resources and the local will look at options for placement in open positions, within the bargaining unit, which would not violate the court order. If no such positions are available, the employee will be placed on an unpaid leave pending the outcome of the investigation.

Section 10. Discipline in Personnel File: Any form of discipline noted above shall be

provided to the affected employee prior to the discipline being placed into the employee's file.

Section 11. Classification Transfers:

Subd. 1. Probationary Transfer: An Educational Support Professional may transfer during their probationary status if the new position would provide more hours or be a Classification 2 Educational Support Professional position with higher compensation.

Subd. 2. Step Placement – To Classification 1: An employee will retain the same step position for wage purposes when changing from Classification 2 to Classification 1.

Subd. 3. Step Placement – To Classification 2: Employees changing from Classification 1 to Classification 2 will retain the same step position, unless at the top step. The employee will go to the top step of Classification 2 if at the top step of Classification 1.

Section 12. Mutually Agreed Transfers:

Subd. 1. By mutual agreement of the union, acting on behalf of its member, the School District, with input from affected site supervisors, an employee may be transferred to a regular status position for which they are qualified. Prior job experience, highly qualified status and/or state paraprofessional credentials and job performance evaluations may be considered in the transfer. This position will be at least equal to the number of hours to their current position and not considered temporary.

Subd. 2. Such transfers shall not be used as a disciplinary tool or the result of a disciplinary action.

Section 13: Posting of Positions:

Subd. 1. Job Postings: All openings created by retirements, resignations, terminations or new programs known at the beginning of the ESP staffing process per the HR staffing calendar in April through the posting of internal postings in May, will first be made available to regular status or probationary (not temporary) ESPs for a 24-hour period who are currently within the building/site, or program. If more than one ESP applies for the same position, all ESPs requesting an internal site reassignment must be interviewed by the hiring manager. The hiring manager will make the final decision. Vacancies to be filled will be posted on the School District's website for a period of three business days. Employees interested in applying should follow the application process rules.

Subd. 2. Positions posted on or after August 15 shall not be filled until after one working day has elapsed after the date of posting.

Subd. 3. Employees who apply during the designated time frame will be considered on the basis of previous work experience, training and job performance. All employees who apply for a position will be notified in writing when the position has been filled. Management reserves the right to make the final decision in filling the position.

Section 14. Notification of Employment:

Subd. 1. The district shall notify Educational Support Professionals of any reduction in hours of work for the subsequent school year, generally by June 1 of the current school year. Written notification from the District/Building-site will be provided to employees indicating tentative placement, assignment, and hours according to the schedule before August 15 prior to the start of the school year.

Subd. 2. New employees shall receive written notification of placement, assignment, hours, wages, and benefits upon hire.

Subd. 3. The District reserves the right to make any modifications or adjustments in their assignments during the school year. Any involuntary reduction in benefits eligible hours after the first day of school shall cause no reduction in an employee's benefit status for the current school year.

Subd. 4. The District shall make available to the Union, periodically, information regarding any modifications or adjustments to the assignments of Educational Support Professionals.

Section 15. Job Elimination or Hour Reduction: The purpose of this section is to protect the hours of work of employees according to their length of service, so that least senior employees are more affected by reductions, and most senior employees are least affected by reductions in hours worked.

Subd. 1. Seniority/Job Elimination: In the event of job elimination, the employee with the least seniority in their classification and job title assignment in the building will be displaced first. The displaced employee may post for open positions. In the event the displaced employee does not apply or is not selected for an open position through the normal hiring process, the employee will be placed into an open position for which the employee is qualified in the current classification. If the employee does not accept the open position within two business days following the date of notification in which the employee is placed, it will be viewed as a resignation.

Subd. 2. Exceptions to Seniority/Job Elimination: Effective July 1, 2017, if there is a reduction of hours or positions in a building, an employee on a performance improvement plan will be the first to experience a reduction of hours until the assignment is reduced to a minimum of 2.5 hours. In the case of job elimination in the District, if there are no open positions, an employee on a performance improvement plan will be terminated. Exceptions to Subd. 1 are subject to the following conditions:

1. The employee was placed on the performance improvement plan by December 1 that outlines a plan for professional growth and support.
2. Human Resources and the union agree that due process was followed.

Subd. 3. Seniority/Displaced Employees With No Open Positions/Placement on Recall List: In the event that no open position is available in their classification, the displaced employee, if qualified, will have the right to choose to displace the least senior employee in their classification and job title assignment in the School District. In the alternative, an employee may accept a layoff and be placed on the recall list pursuant to Subd. 5 below.

Subd. 4. Seniority/Hour Reduction: In the event of job reduction the employee with the least seniority in their classification and job title assignment in the building will have their hours reduced first. However, programs at each building must operate in a manner that best serves students, so it may be necessary to accomplish the total hour reduction needed by partially reducing the hours of more than one employee beginning with the employee with the least seniority until the necessary reduction is accomplished. The District may not parcel out the reduction to more than one employee in the aforementioned manner if the sole purpose is to avoid paying insurance or other benefits to eligible employees or to simply take hours from one employee to give to another employee without proper program justification.

Subd. 5. Seniority Tie Breaker: In the event of a tie in seniority for purposes of job elimination or reduction in hours, the following criteria will be used to determine seniority. (Employees who terminate their employment and are later re-hired will establish seniority on their re-hire date):

Seniority will be determined according to the following criteria:

- a. Whether an employee has obtained documented “highly qualified” status, or obtained Minnesota voluntary credential, as identified on the seniority list; then
- b. Completion of an associates or bachelors degree,
- c. Length of service in the district in all positions,
- d. The highest last four digits of the employee’s phone number being more senior.

Subd. 6. Recall List: An employee who is laid off will be placed on a recall list by classification. While on the recall list, when a position becomes available, the most senior qualified employee within the classification will be recalled first. An employee will have the right to refuse a job offer once, but if the employee fails to accept a position upon the second job offer, such failure will be viewed as a resignation by the employee. An employee who accepts a position will be removed from recall status. If the employee fails to report to work upon two weeks’ notice of recall, this will cause the employee to lose all recall rights.

Subd. 7. Outside Recall Rehire: The School District will not hire any person from outside the bargaining unit until all Educational Support Professionals on recall have been offered all available openings for which they are qualified.

Subd. 8. Recall Period: An employee will be kept on the recall list up to 24months after the layoff if no position has been offered. An Educational Support Professional on recall may substitute at the substitute hourly rate of pay.

Section 16. Subcontracting: In the event that the district determines to subcontract any work performed by employees covered by this agreement the district shall notify the Union when such determination is made in no less than 30 calendar days in the event of implementation. During the 30 days the district shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

Section 17. Emergency School Closing: In the event school starts late or is closed early due to inclement weather or other emergency situations, Educational Support Professionals will be paid for their normal work assignment on such days. On such days, their work assignment will be determined by their immediate supervisor. In the event school is canceled due to inclement weather or other emergency situations, Educational Support Professionals will be paid for up to three days, per year, for their normal work assignment.

When the Superintendent determines that the district will follow an e-learning day, the district will follow Minnesota Statute 2022, section 120A.414 (<https://www.revisor.mn.gov/statutes/cite/120A.414>).

In the event an employee was scheduled to take a single sick day, personal leave day, bereavement day or vacation day that coincides with an emergency school closing day, the employee will not be charged for their scheduled sick day, personal leave day, bereavement day or vacation day. If the employee was scheduled to take a series (2 or more) of connected sick days, personal leave days, bereavement leave days or vacation days and one of those connected days falls on the emergency school closing day, the employee will be charged for the day(s) that coincides with the emergency school closing day(s).

Section 18. Deferred Compensation Programs: In accordance with Section 457 or 403(b) of the Internal Revenue Code and Minnesota Statute section 356.24, the School District will match the contribution of an eligible employee according to the following schedules towards either the Minnesota State Deferred Compensation Program, Section 457 plan, or a 403(b) tax sheltered annuity plan which has met the School District’s guidelines. Any selected plan must meet the School District’s guidelines. These contributions will be paid each pay period. Employees who have been contributing to a 457 plan prior to January 1, 2015 will be grandfathered in, with the District contributing matching funds to the 457 plan. Employees hired on or after January 1, 2015 or new enrollees to the deferred compensation program will have all matching funds contributed to a 403(b) plan. The District will match up to the maximum amount.

Subd. 1. Monthly School District Match:

| Eligibility | | |
|---|---------------------------|---------------------------|
| Employees are eligible immediately upon hire up to the following maximum. | \$380 (\$20 per paycheck) | \$480 (\$20 per paycheck) |

* Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually.

Section 19. Section 125 Flexible Spending Plan: The School District will provide a Section 125 Flexible Spending Plan under the Internal Revenue code for all employees as defined in Article 7, Section 2.

Subd. 1. The Section 125 Plan will be available to both active and retired staff.

Subd. 2. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School 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 be determined by the School Board. There are three components to the plan:

- Health insurance premium deduction with pre-tax dollars (Article 7, Section 2).
- Dependent care reimbursement account.
- Medical expense reimbursement account.

Section 20. Professional Development:

Subd. 1. It is a professional expectation that ESPs attend professional development opportunities. Professional development will provide Educational Support Professionals with the support they need in order to contribute to and sustain the achievement of our Mission. Working in partnership with teachers, our Educational Support Professionals are one of the closest staff members to students, and as a result have a great opportunity to positively influence student learning.

Subd. 2. All Educational Support Professionals will be required to attend one professional development day scheduled on an existing district staff development day for the school year as identified on the published school district school year calendar. 12 month ESPs who are unable to attend the identified staff development day will maintain the opportunity to complete professional development outside their duty day and receive one additional personal leave day in lieu of attending the required staff development day.

Subd. 3. The staff development day identified in Subd. 2 above is a required work day for all Educational Support Professionals. Staff may choose to use accrued personal leave rather than attend professional development and must follow all the provisions for personal leave use as outlined in Article 7, Section 8 of the collective bargaining agreement. ESPs who submit sick leave for the staff development day may be required to provide medical verification of the absence.

Subd. 4. Staff who do not report to work for the required staff development day, and/or who have not been approved by Human Resources for leave under the leave provisions of the collective bargaining agreement, may be subject to investigation and potential discipline.

Subd. 5. Personal Leave Credit: In addition to the one required professional development day, ESPs may attend *optional* district approved professional development training outside of their duty day and earn up to one day of personal leave. For participating in additional professional development, staff will be eligible to receive personal leave hours equivalent to the number of hours of district approved professional development training they complete, up to one full day of personal leave (based on their average number of hours per day). For example, an ESP who works 30 hours per week would be eligible for a maximum credit of 6 hours. ESPs may complete additional professional development beyond their standard assignment but will not receive additional personal leave credit. Assignments not governed by this agreement are not eligible for personal leave credit under this section.

Subd. 6. Approved Professional Development: A list of approved professional development opportunities will be created through collaboration between the District and Union and will be made available to staff electronically. An ESP who wishes to participate in professional development that is not on the list of District approved opportunities, must submit a description of the training for potential approval to their supervisor. The request must include a statement describing how the opportunity aligns with their assigned job duties, the district's strategic initiatives, or their professional goal established in collaboration with their supervisor for that school year. Human Resources reserves the right to deny any request that does not align with the ESP's assignment, goals, the district's strategic initiatives, or was not preapproved by the ESPs supervisor.

Subd. 7. Reimbursement. Fees or mileage associated with professional development training are not eligible for reimbursement.

Subd. 8. Request. It is the responsibility of the ESP to submit verification of their attendance (e.g., certificate of completion (or equivalent) to Human Resources, along with the required request form and preapproval. Requests for credit must be submitted in half or full-day increments based on the ESP's normal work hours. If an employee will be attending multiple professional development sessions, all paperwork should be submitted to HR together only after the last session is complete as requests for personal leave will be granted once per school year. Requests received by HR will be processed and credited on a trimester basis.

Subd. 9. Exclusions. Employees who have overused sick or personal leave (have had a negative leave balance) during the current school year, will not be eligible for these personal leave hours. No personal leave credit will be granted in cases where the ESP receives compensation for their participation in a professional development opportunity.

Subd. 10. Limitations. ESPs will be eligible to earn up to one day of personal leave once per school year. All provisions and limitations found in Article 8, Section 8 – Personal Leave, apply to personal leave earned through this section.

Section 21. Flex Time: Educational Support Professionals may request, from their immediate supervisor, approval to attend district, building, staff, and restorative circle meetings, outside of the ESP's assigned workday. The supervisor and ESP will agree at the time of the approval to a flex calendar where it will be documented at the site/program as to when the ESP will flex the approved time for attending the meeting. Approved time will not result in overtime.

Section 22. Kidstop School Year Assignments:

Subd. 1. Educational Support Professionals will be hired for the Kidstop Program. Specific assignments will be based on student need and site assignments will be at the discretion of the Kidstop Program Coordinator. The District reserves the right to make modifications or adjustments in site assignments during the school year.

Subd. 2. Written notification from the District/Program Coordinator, or Staffing Program Manager will be provided to the employees indicating assignment to the Kidstop Program and the hours according to the schedule before August 15 prior to the start of the school year.

Subd. 3. New employees shall receive written notification of assignment to the Kidstop Program, hours, wages and benefits upon hire.

Subd. 4. In the case of job elimination or hour reductions in the Kidstop Program Article 6, Section 15 will apply. The district shall notify Educational Support Professionals of any reduction in hours of work for the subsequent school year, generally by June 1 of the current school year.

Subd. 5. Kidstop may designate up to four Kidstop Program ESP positions to serve as program-wide floats supporting multiple sites. The assignments for these positions will be assigned daily on the basis of student need. The designation for these positions will be voluntary and will be designated for the entire school year. If these positions are not filled with internal volunteers, the positions will be posted to the public.

Subd. 6. Summer Kidstop positions will be posted internally and externally simultaneously, and open positions will be offered to school year Kidstop ESPs first, followed by internal ESP unit employees, then external applicants during the initial staffing process for summer programs. Positions will be posted internally and externally simultaneously after the initial staffing process has been completed and through the remainder of the summer.

Subd. 7. Wages: The following blended rates of pay are listed below. These rates are subject to the base rates negotiated in Article 6. Section 1 and will be calculated using the formula noted in Subd. 2 of this section. Effective June 9, 2023, Kidstop ESP are reclassified

into class 2 and will be paid at the class 2 rate.

Step Kidstop ESP Blended Rate of Pay:

| July 1, 2022 – June 8, 2023 | |
|-----------------------------|---------|
| 2 | \$16.75 |
| 3 | \$18.11 |
| 4 | \$20.63 |
| 5 | \$21.39 |

Subd. 10. All leaves of absence will be covered under Article 7, Section 1 through Section 9 of the contract and Section 12 through 14 of the contract. This includes Sick Leave, Family Illness, Bereavement Leave, Child Care Leave, Adoption Leave, Long Term Leave, Jury Duty, Personal Leave, Union Leave, Eligibility for Leaves and Absences and Unexcused Absences.

Subd. 11. Short –term leave will be without pay.

Subd. 12. School-year Kidstop Educational Support Professionals and Childcare Educational Support Professionals: Employees will be allowed unpaid leave of no more than 12 days per school program year if the employee’s Kidstop assignment is for 10.50 hours or more per week. If the employee’s Kidstop assignment is less than 10.50 hours per week, the employee will be allowed unpaid leave of no more than ten days per school program year. Short-term leave can be used on an intermittent basis and will not be granted during the first or last week of the school year when students are in the program.

**ARTICLE 7
GROUP INSURANCE**

Section 1. Selection: The selection of insurance carriers and policies will be made by the School Board. Education Minnesota – OSSEO ESP will have representation on the School District Insurance Advisory Committee as selected by EM-O ESP.

Section 2. Health and Hospitalization Insurance for Part-Time employees (10-month employees scheduled to work 30 hours but less than 32 hours weekly or 12-month employees schedule to work 21.5 hours but less than 25 hours weekly): The selection of insurance carriers and policies will be made by the School Board or in accordance with Minnesota statutes. These rates will be in effect as of July 1, 2022.

Subd. 1. Group Health and Hospitalization Plans:

a) Single Coverage or HSA Plans:

Effective July 1, 2022 – December 31, 2022

| | <u>Single</u> | <u>Employee +1</u> | <u>Family</u> |
|------------------------|------------------------|---------------------------|--------------------------|
| <u>High</u> | <u>\$622.45</u> | <u>\$604.32</u> | <u>\$604.32</u> |
| <u>Value</u> | <u>\$622.45</u> | <u>\$604.32</u> | <u>\$604.32</u> |
| <u>HSA Plan</u> | <u>\$496.95</u> | <u>\$918.03</u> | <u>\$1,468.83</u> |

Effective January 1, 2023 – December 31, 2023

| | <u>Single</u> | <u>Employee +1</u> | <u>Family</u> |
|------------------------|------------------------|---------------------------|--------------------------|
| <u>High</u> | <u>\$622.45</u> | <u>\$604.32</u> | <u>\$604.32</u> |
| <u>Value</u> | <u>\$622.45</u> | <u>\$604.32</u> | <u>\$604.32</u> |
| <u>HSA Plan</u> | <u>\$519.31</u> | <u>\$959.34</u> | <u>\$1,534.93</u> |

Effective January 1, 2024

| | <u>Single</u> | <u>Employee +1</u> | <u>Family</u> |
|------------------------|------------------------|---------------------------|--------------------------|
| <u>High</u> | <u>\$622.45</u> | <u>\$604.32</u> | <u>\$604.32</u> |
| <u>Value</u> | <u>\$650.46</u> | <u>\$631.51</u> | <u>\$631.51</u> |
| <u>HSA Plan</u> | <u>\$566.05</u> | <u>\$1,002.51</u> | <u>\$1,604.00</u> |

Effective 7/1/2023, employees who are a new hire and enrolling for the first time, will not be able to elect the high advantage health insurance plan. Existing high plan members will be grandfathered in.

Effective 1/1/2024, employees will no longer be able to switch into the high advantage health insurance plan.

- b) **Employee +1 and Family Coverage High or Value Plan:** The employee may choose to purchase Employee +1 coverage or Family coverage at the cost of the Employee +1 coverage or Family coverage premium minus the monthly sum contributed by the School District towards the Single coverage rate as described in Subd. 1(a) of this Section. To receive this District contribution, the employee must qualify and enroll in the School District’s group health and hospitalization plan and qualify for dependent payroll deduction.
- c) District contributions to the HSA trust account will be made each month. Contributions for July, August and September will be made the first payroll in October. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.
- Single HSA Coverage: \$200 per month
 - Employee+1 Coverage: \$400 per month
 - Family Coverage: \$400 per month

The School District will pay all administrative fees associated with the plan.

Section 3. Health and Hospitalization Insurance (10-month employees schedule to work 32 or more hours per week and 12- month employees scheduled to work 25 or more hours per week): These rates will be in effect as of July 1, 2022.

Subd. 1. District Contributions:

Group Health and Hospitalization Plans: The District will contribute monthly up to the following amounts towards the District's Group Health Insurance premiums. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2022 – December 31, 2022

| | Single | Employee +1 | Family |
|----------|----------|-------------|------------|
| High | \$622.45 | \$966.35 | \$1,548.29 |
| Value | \$622.45 | \$966.35 | \$1,548.29 |
| HSA Plan | \$496.95 | \$963.93 | \$1,542.28 |

Effective January 1, 2023 – December 31, 2023

| | Single | Employee +1 | Family |
|----------|----------|-------------|------------|
| High | \$622.45 | \$966.35 | \$1,548.29 |
| Value | \$622.45 | \$966.35 | \$1,548.29 |
| HSA Plan | \$519.31 | \$1,007.31 | \$1,611.68 |

Effective January 1, 2024

| | Single | Employee +1 | Family |
|----------|----------|-------------|------------|
| High | \$622.45 | \$966.35 | \$1,548.29 |
| Value | \$650.46 | \$1,009.84 | \$1,617.96 |
| HSA Plan | \$566.05 | \$1,052.64 | \$1,684.21 |

Effective 7/1/2023, employees who are a new hire and enrolling for the first time, will not be able to elect the high advantage health insurance plan. Existing high plan members will be grandfathered in.

Effective 1/1/2024, employees will no longer be able to switch into the high advantage health insurance plan.

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

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

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

Section 4. Married Couples in District with Family Coverage: When an 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.

Section 5. Dental Insurance: Effective July 1, 2021, the School District will offer employee coverage for dental care for those employees working 30 or more hours per week, or 12-month employees working 25 or more hours after ratification of the 2020 – 2022 collective bargaining agreement and through the end of the enrollment period as established by the district. For those employees as outlined above, the District will pay \$28 per month for single dental coverage. The portion of the premium that exceeds the school district contribution will be paid by the employee and paid by payroll deduction.

Subd. 1. Family Coverage: Effective January 1, 2024, full-time employees (32 hours or more) who qualify for and enroll in family/dependent coverage in the School District's group dental insurance plan will pay the full cost of the premium minus the School District's contribution for single coverage. The premium will be paid by payroll deduction.

Section 6. Group Term Life Insurance: The School District will pay the premium for group term life insurance for all full-time employees employed by the School District who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time employees who qualify and enroll will be covered by group term life insurance in the amount of \$50,000. Part-time employee who qualify and enroll will be covered by group term-life insurance at \$20,000.

Section 7. Long-Term Disability Income Protection: The School District will pay the full premium for employee coverage in the existing long-term disability income protection plan of the School District for all employees who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

Section 8. Eligibility: 10 - month employees regularly working at least 30 hours per week and 12-month employees regularly working at least 21.25 hours per week are eligible for the School District's health and hospitalization plan and are eligible for the School District's Long-Term Disability Income Protection Plan. Qualifications will include those established by the School District and the carrier of the coverage.

Subd 1. Eligibility in the event of an assignment reduction during the school year that would normally render the employee ineligible for benefits:

- A. Any employee who is notified on the first duty day of the school year that their assignment has been reduced will become ineligible for the District contribution to health insurance effective October 1. The employee will have the option to continue coverage through COBRA at the employee's expense.
- B. Any eligible employee whose assignment is involuntarily reduced after the first duty day of the school year during the school year shall receive COBRA notification effective with the change in assignment date; however, the District will maintain its current contribution to health insurance through the end of the school year and including the month of June. The employee who receives COBRA notification and elects continuation coverage shall be responsible for submitting their monthly premium portion, if any, to the COBRA administrator. The District will notify the COBRA administrator of the event and waive any COBRA processing fees.
- C. For the purposes of this section, the first duty day will be the first student contact day for the program associated with their work assignment.

Subd 2. Eligibility in the event of assignment reduction at the beginning of the following school year: Any employee who is notified before the end of the current school year that their assignment will be reduced the following school year and said assignment will serve to render them ineligible for benefits will receive COBRA notification effective July 1. The employee will be responsible to elect insurance continuation and for the payment of all premiums.

Subd 3. Eligibility in the event of an assignment increase that renders the employee eligible for benefits: Any employee who becomes eligible for benefits at any time during the school year will receive all applicable benefits effective with the first day of their new assignment.

Section 9. Enrollment: All employees qualifying will enroll for such coverages in accordance with the procedures established by the School District.

Section 10. Claims Against the School District: It is understood that the School District'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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 11. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution will cease effective on the last working day of the month in which employment terminates.

Section 12. Insurance Program Eligibility in the Event of Retirement: An employee who retires is eligible to participate in the health/hospitalization plan up to age 65 upon retirement, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier.

ARTICLE 8 LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earn 10-month: All 10-month Educational Support Professionals will accrue sick leave hours at the equivalent to the number of daily hours assigned times nine days per school year (pro-rated for employees who work less than a full school year).

Ex: Employee assigned daily hours = 6 hours
Total Maximum Sick Leave Hours for the School Year = 6-hour assignment x 9 days = 54 sick leave hours per school year.

Subd. 2. Earn 12-month: All twelve-month Educational Support Professional will accrue sick leave hours at the rate equivalent to the total number of daily hours assigned times 12 days annually (pro-rated for employees who work less than 12 months).

Ex: Employee assigned daily hours = 8 hours
Total Maximum Sick Leave Hours for the School Year = 8-hour assignment x 12 days = 96 sick leave hours per school year.

Twelve-month Educational Support Professionals are required to work all year and are notified as such at time of hire. A "day" of sick leave is defined as the normal working day of the employee. Employees will be entitled to request sick leave in one-hour increments.

Subd. 3. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive.

Subd. 4. Use: Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to personal illness which prevented attendance and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.

Individuals who report absence for sick/family illness who do not have paid leave time available will be considered absent without leave and will be required to supply Human Resources with medical verification for the absence. Continued patterns of absence on District-defined high use days or without available paid sick leave time are subject to discipline, up to termination. Absences covered under the Family Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA) and any federal and/or state statute will be exceptions to discipline.

Subd. 5. Medical Verification: If there is a question as to the eligibility of an employee for sick leave, the School District reserves the right to verify the illness. In the event that a
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medical certificate will be required, the employee will be so advised by the School District.

Subd. 6. Deduction: Employees may choose to use accrued paid personal leave if their sick leave accrual has been exhausted. If an employee chooses to use accrued personal leave as paid time for an illness, the employee must submit the request in the Absence Management system and email both the Attendance Specialist in HR as well as their supervisor regarding the request. An exception will be made to the requirement for three days' notice for use of accrued personal leave in the event of a personal or family illness only when all accrued sick leave has been exhausted.

Subd. 7. Approval: Sick leave pay will be approved only upon submission of a timely request in accordance with District procedure and subject to available balance.

Subd. 8. Summer School/Elective Seasonal: A maximum of two days accrued sick leave for personal or family illness may be used during summer school or elective seasonal work assignments. Educational Support Professionals working Kidstop Summer Program may use a maximum of three days accrued sick leave.

Subd. 9. Use - Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

- a) Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, or an absence covered by the School District's Long Term Disability (LTD) policy, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be 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 payment.
- c) Such payment will be paid by the School District 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 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 who elects to receive sick leave pursuant to this Policy, will submit the Workers' Compensation check endorsed to the School District prior to receiving payment from the School District for this absence.
- f) An Educational Support Professional who is unable to perform work duties and

responsibilities due to an injury which occurs during the duty day as a result of a student-related incident, will be entitled to compensation without use of sick leave for the first three days of absence per incident. Thereafter, the compensation will be paid per a) through e) of this subdivision.

Section 2. Family Illness:

Subd. 1. Use: Educational Support Professionals will be granted up to ten days absence per year for illness in the Educational Support Professional's or spouse's immediate family that is 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, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Those days will be deducted from accrued sick leave.

*Family and Medical Leave Act – <https://www.dol.gov/whd/fmla/fmla-faqs.htm>

**Minnesota State Statute – <https://www.revisor.mn.gov/statutes/?id=181.9413>

Section 3. Bereavement Leave:

Subd. 1. Use – Immediate Family: Educational Support Professionals will be granted up to, but not to exceed, five days for absence due to death of each member of the employee'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. Such absences will be deducted from accrued sick leave.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person, not listed in Subd. 1 will be limited to one day per occurrence. Such absence will be deducted from accrued sick leave.

Section 4. Child Care Leave:

Subd. 1. Purpose: An employee may be granted a childcare leave of absence according to the procedures outlined in this section. This leave will be granted to one parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. Request: A pregnant employee will notify Human Resources in writing, not later than the end of the sixth month of pregnancy, and also at such time provide a physician's statement indicating the estimated date of delivery of the child.

A male employee will make a request for such leave not less than 90 days in advance of usage. The employee will submit a written request to Human Resources for childcare leave, including commencement date and return date. Once a childcare leave commences pursuant to this Section, an employee will not be eligible for sick leave

pursuant to Section 1 hereof.

Subd. 3. Date of Leave: The effective beginning date of such leave and its duration, or resignation if the employee so elects, will be determined by Human Resources and submitted to the School Board for action.

In recommending the effective date of commencement and duration of the leave or the effective date of the resignation, Human Resources will review each case on its individual merits taking into consideration the following:

- a) The request of the employee
- b) The specific employment duties of the employee involved
- c) The health and welfare of the employee or unborn child
- d) The recommendation of the employee's physician

Subd. 4. Duration: In making a determination under Subd. 3 concerning the commencement and duration of a childcare leave of absence or resignation, if the employee elects to resign, the School District may, but will not in any event be required to:

- a) Grant any leave more than 12 months in duration.
- b) Permit the employee to return to employment prior to the date designated in the request for a childcare leave, unless by mutual agreement of the employee and the School District.

Subd. 5. Approval of Leave: If the employee complies with all provisions of this section and a childcare leave is granted by the School District, the School District will notify the employee in writing of its action.

Subd. 6. Termination of Leave: Interruption of pregnancy will terminate the childcare leave. Human Resources may require in all cases 45 days' notice to return.

Subd. 7. Reinstatement: An employee returning from childcare leave 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 duties of such position.

Subd. 8. Failure to Return: Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 9. Probationary Period: The parties agree that the applicable periods of probation for employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on childcare leave will not be counted in determining the completion of the probationary period.

Subd. 10. Salary: The parties further agree that any childcare leave of absence granted under this section will be a leave without pay.

Subd. 11. Experience Credit: An employee who returns from childcare 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 Agreement at the commencement of the beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 12. Notification to Return: An employee on childcare leave will be sent a notice of assignment from Human Resources at least 60 days prior to the specified return of said leave.

Subd. 13. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten days.

Section 5. Adoption/Foster Care Leave: Purpose: An employee may, upon request, be granted a leave for the adoption or foster care of a child.

Subd. 1. Request: Under normal circumstances, an employee making application for adoption leave will inform Human Resources in writing of intention to take the leave at least three calendar months before commencement of the intended leave. In the event that notice needs to be given less than three months before the intended leave, notice will be given in writing to Human Resources as soon as date is known. The notice provided to Human Resources must include documentation confirming the circumstance.

Subd. 2. Date of Leave: The effective beginning date of such leave and its duration or resignation if the employee so elects, will be determined by Human Resources and submitted to the School Board for action.

Subd. 3. Use of Sick Leave: An employee may request to use up to 15 days of personal sick leave to attend to the medical and health care needs of the child, commencing the date of the child's arrival in the employee's custody.

Subd. 4. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School District will not in any event, be required to:

- a) Grant any leave more than 12 months in duration.

- b) Permit the employee to return to their employment prior to the date designated in the request for adoption leave.

Subd. 5. Reinstatement: An employee returning from adoption leave 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 duties of such position.

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section will constitute grounds for termination.

Subd. 7. Probationary Period: The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave will not be counted in determining the completion of the probationary period.

Subd. 8. Experience Credit: The employee who returns from 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 Agreement at the commencement of the beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

Subd. 9. Notification to Return: An employee on adoption/foster care leave will be sent a notice of assignment from Human Resources at least 60 days prior to the specified return date of said leave.

Subd. 10. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten days.

Subd. 11. Salary: The parties agree that any adoption/foster care leave granted under this section will be leave without pay.

Section 6. Long-term Leave: Eligibility: Educational Support Professionals who have a minimum of three years of experience in the School District may apply for one unpaid leave of absence, once during their School District employment, due to health reasons (self or family), educational purposes, election to political office, approved travel or retraining (career change). Additional leaves may be granted at the discretion of Human Resources.

Subd. 1. Request: Requests for leaves must be made at least 30 days in advance except in emergencies and submitted to the administrator in charge for his/her

recommendation. Final approval will be made by Human Resources. The number of staff on approved leave at any given time will not exceed three percent of the total Educational Support Professional staff.

Subd. 2. Duration: Leave may be granted for a period of time up to one year. Leaves for holding political office will be granted up to two years. A staff member returning from a political office leave may be placed in a comparable position. If additional leave is needed beyond two years, staff will need to contact human resources to place a request; however, additional leave is not guaranteed.

Subd. 3. Verification: If the leave is for health purposes, a doctor's statement indicating the reason must be included with the request for long-term leave. If the leave is for educational purposes, a statement of acceptance into a full-time educational program must be included with the request for long-term leave.

Subd. 4. Benefit Accrual: An employee on leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the Educational Support Professional is on leave.

Subd. 5. Notification to Return: An employee on long-term leave will be notified of the position and specified date of return by 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 April 1 of the preceding year.
- a) At least 60 days prior to the specified return date of said leave when such date falls at any other time during the school year for non-medical leaves.
- b) At least 30 days prior to the specified return date of said leave when such date falls at any other time during the school year for medical leaves.

Subd. 6. Failure to Return: The employee will lose all re-employment rights if the employee refuses or fails to notify the School District of their intention to return within ten days of this notification.

Subd. 7. Reinstatement: An employee returning from long-term leave will be re-employed in the position occupied prior to the leave, subject to vacancy and ability to perform duties.

Section 7. Jury Duty: An employee summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to School District: Employees who receive a summons are to call and/or email the Human Resources Attendance Specialist and their supervisor immediately to notify them of the proposed dates of service.

Subd. 2. Remittance of Stipend: Employees who receive a stipend for jury duty are to

reimburse the School District for the amount received, minus the mileage allowance if they were on jury duty during school time.

Subd. 3. **Commencement of Leave:** Employees on-call for jury duty will need to report to work until they are summoned to appear for jury duty. Failure to do so will result in a deduction of pay for the days of work missed.

Subd. 4. **Pay:** Employees will have no loss of pay as a result of jury duty if the provisions of Subds. 1 through 3 are met.

Section 8. Personal Leave: Purpose: An Educational Support Professional employee will earn personal leave at the rate of one day per year, calculated by the number of hours in each employee's assignment for the upcoming school year. Unused hours will accumulate to a maximum of an equivalent of five days. These hours may be used for situations that arise requiring the employee's personal attentions which cannot be attended to during non-working hours and which are not covered under other provisions of this Agreement.

Subd. 1. **Request:** Requests for personal leave must be made to the supervisor and Human Resources at least three days in advance, except in the event of emergencies. This day will not be deducted from sick leave.

Subd. 2. **Limit:** Human Resources reserves the right to refuse to grant such leave, if under the circumstances, Human Resources determines that such leave will not be granted. All leaves must have prior supervisor notification and prior Human Resources approval, but at no time will more than 25 of the employees covered by this Agreement be granted personal leave.

Subd. 3. **Exclusion:** A personal leave day will not normally be granted for the first and last day of the school year.

Subd. 4. **Use in Hourly Increments:** Personal leave may be used in hourly increments, with the exception of situations where a substitute is needed. If a substitute is needed, personal leave may only be used in full or half-day increments.

Section 9. Religious Leave:

Subd. 1. **Use:** Educational Support Professional personnel may be granted up to three days of religious leave. Educational Support Professional personnel must make application, including a brief statement of the request, to Human Resources at least three days prior to the religious leave. Human Resources will notify the employee's supervisor to make the necessary arrangements. An employee may utilize provisions outlined in Article 8, Section 1. Sick Leave, or Article 8, Section 8. Personal Leave, if so desired. Article 6, Section 6. Vacation for 12-month employees may also be utilized. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

Section 10. Short-term Leave for Educational Support Professionals Except Kidstop, Four Star and Twelve Month Clerical Educational Support Professionals: Educational Support Professionals 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 no more than ten working days over the term of the contract. Short-term leave may be requested to be used intermittently only for an employee's serious medical condition.

Subd. 3. Requests: Requests for short-term leave will be made five days in advance except in the case of emergencies. The request will be on a leave of absence request form and will clearly state the reason for such request.

Any special conditions or arrangements established by the administrator 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 may be granted only in special circumstances and must be approved by Human Resources. If a request for short-term leave is denied, Human Resources will provide a written explanation for the denial to the employee. Intermittent short-term leave requests for an employee's serious health condition will be submitted along with medical verification to HR at least 5 days in advance of the requested absence.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once every year,

Subd. 6. Limit: At no time will more than 25 employees be granted a short-term leave.

Section 11. Short-term Leave for Four Star and Twelve Month Clerical Educational Support Professionals:

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

Subd. 2. Duration: Clerical Educational Support Professionals [12 month]: Twelve month employees who are required to work all year and are notified as such at time of hire will be allowed a maximum of ten days per year during the term of the contract. Short-term leave will normally be available no more than once every year and will not be granted during the first or last week of the school year.

Four Star Educational Support Professionals: Employees will be allowed unpaid leave of no more than 12 days per school program year if the employee's assignment is for 10.5 hours or more per week. If the employee's assignment is less than 10.5 hours per week, the employee will be allowed unpaid leave of no more than ten days per school program year. Short-term leave can be used on an intermittent basis and will not be granted during the first or last week of the school year.

Subd. 3. Requests: All requests for leave will be made five days in advance except in the case of emergencies. The request will be on a leave of absence request and will clearly state the reason for the request.

Section 12. Union Leave:

Subd. 1. Education Minnesota – OSSEO ESP shall be granted 120 hours leave per contract year to conduct the business of the union. If used, the union president will designate these hours. The cost of these hours will be billed to Education Minnesota – OSSEO Educational Support Professionals in the amount equal to the substitute rate of pay, if a substitute is hired. Request for such leave will be made to Human Resources at least three days in advance.

Subd. 2. Negotiations / Mediation Leave: When it is in the mutual benefit of the parties to schedule collective bargaining related meetings during the employee workday, members of the ESP bargaining team will be afforded paid leave to participate in bargaining / mediation sessions with the District. Such hours will not be charged against Subd. 1, use, above.

Subd. 3. Union President Leave: The Education Minnesota – OSSEO ESP President shall be released full-time from their assigned duties without the loss of pay, benefits, or seniority to conduct duties as president of the Union. The expense associated with this release time shall be cost as part of the contract settlement represented as a half-time (0.50 FTE) position, with the remaining 0.50 FTE of the position to be invoiced to Education Minnesota-OSSEO.

Section 13. Eligibility for Leaves and Absences: Only Educational Support Professionals regularly scheduled to work 10.5 hours or more per week will be eligible for the leave benefits provided in this Article.

Section 14. Unexcused Absences: Employees who are absent without approved leave (with the exception of emergencies) may be subject to discipline, (Article 6, General Employment Conditions, Section 9, Progressive Discipline) up to and including discharge from employment.

**ARTICLE 9
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" will mean an allegation by an employee regarding a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the employee's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement 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 according to the School Board approved school calendar for ESP unit members, not to include student scheduled days off, except during summer break when all weekdays not designated as holidays by state law are work days.

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 or other verifiable means that records date and/or time of receipt.

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 facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. 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 hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: Any written grievance submitted will be with the consent of Education Minnesota – OSSEO ESP. An employee filing a written grievance without the consent of Education Minnesota – OSSEO ESP will bear all costs of the grievance. Any decision on any grievance at any level without the presence of Education Minnesota – OSSEO ESP will have no bearing on this agreement nor will it set any precedent on this Agreement, or on any future grievance so filed with the consent of Education Minnesota – OSSEO ESP. The School District and the employee will attempt to adjust all 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 supervisor. Through these discussions the parties will attempt to resolve the problem.

Subd. 2. Level 1: If the grievance is not resolved through informal discussions, the School Board designee will give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing five days after receipt of the decision in Level 1. If a grievance is properly appealed to the superintendent, the superintendent or their designee will set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within ten days after the meeting, the superintendent or their designee will issue a decision in writing to the parties involved.

Subd. 4. Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level 2. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within 20 days after receipt of the appeal. Within 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 1 or Level 2 of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten 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 days following the decision in Level 3 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 days after the request to arbitrate, attempt to agree upon the election of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within 20 days after request for arbitration. The request

will ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the 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, all parties will submit all information regarding this grievance to the arbitrator and each other.

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. Decisions: The decision by the arbitrator will be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.

Subd. 7. Expenses: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representative, 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 requesting party.

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 agreement; 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 on 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, the 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 Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**ARTICLE 10
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing upon the date of its execution through June 30, 2024, and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to the commencement of school in 2024, an Educational Support Professional will be compensated according to the last individual rate of pay executed between the employee and the School District until such time that a successor agreement is executed. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2022, it will give written notice of such intent.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the Education Minnesota – OSSEO Educational Support Professionals representing the Educational Support Professional employees of Independent School District 279. The provisions herein relating to terms and conditions supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Severability: The provisions of this Agreement will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Agreement or the application of any provision thereof.

**MEMORANDUMS OF UNDERSTANDING
 BETWEEN
 OSSEO AREA SCHOOLS, ISD 279
 AND
 EDUCATION MINNESOTA – OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
EDUCATION MINNESOTA – OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

TOPIC: Bus Educational Support Professionals: Reduction in hours, health insurance and compensation to complete administrative tasks requiring a computer. Traffic Control and Crossing Guard Education Support Professionals: compensation to complete administrative tasks requiring a computer.

EFFECTIVE DATE: July 1, 2022— June 30, 2024

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 (“District”), and Education Minnesota – OSSEO, Educational Support Professionals (“Union”), relating to Bus Educational Support Professionals.

PURPOSE:

The purpose of this MOU is to provide clarification relating to additional time to complete administrative tasks that require a computer, reduction in hours and health insurance for Bus Educational Support Professionals, and for additional time to complete administrative tasks that require a computer.

The District and Education Minnesota – OSSEO Educational Support Professionals agree to amend the Terms and Conditions of Employment as follows:

- 1) Bus, Traffic Control, and Crossing Guard Educational Support Professionals will add 15 minutes to each two week pay period for the purpose of conducting mandatory administrative tasks such as payroll entry and checking of district e-mail requiring the use of a computer. Bus Educational Support Professionals on an approved leave of absence are not required to enter payroll or check e-mail. Therefore the 15 minutes will not be applied to the pay period if their absence encompasses the entire pay period. The 15 minutes will be added to the employees My Time record by Transportation personnel.
- 2) Due to the fact that bus routes and the need for student support on the bus fluctuate regularly, it is agreed that for Bus Educational Support Professionals, reduction in hours will be done based on student assignment and the corresponding routes for that student and not by seniority. Change of status forms will normally be completed on or near October 31, December 31, February 28, April 30, and the last day of the school year. If there is a substantial change to a Bus Educational Support Professionals hours, either reduction or addition of 30 minutes or more per day, the status change will be completed immediately. The change of status will be used to determine eligibility for insurance and the allocation of sick and personal leave hours.

- 3) Due to the complex coordination of bus routes and assignments based on student needs, it is agreed that Bus Educational Support Professionals will receive their assignment for the year by August 31 of each year.
- 4) In determining eligibility for health insurance, if a Bus ESP is assigned six hours as of November of each year, they will receive health insurance for the remainder of the school year. If at any time between November 1 and the end of the school year, a Bus ESP reaches a six hour assignment, they will receive health insurance for the remainder of the school year as per the Terms and Conditions of Employment.
- 5) In determining health insurance coverage from July 1 – October 31 of each year, the following calculation will be used:

If over the course of the school year, a Bus ESP averages a daily assignment of at least five and a half hours or they end the school year with a six hour assignment, they will continue to receive health coverage.

If on the first day of school, their assignment is at least six hours a day, they will be covered under the District Health and Hospitalization Insurance program.

- 6) The District and Education Minnesota-OSSEO Educational Support Professionals agree to provide a minimum of two hours compensation for Bus Educational Support Professionals under the following conditions:
 - If ISD #287 is open, but ISD #279 is closed, a bus route may be less than two hours. A Bus ESP whose assignment is affected in this manner will be compensated a minimum of two hours. If ISD # 279 is open, but ISD # 287 is closed, a bus route may be less than two hours. A Bus ESP whose assignment is affected in this manner will be compensated a minimum of two hours.
 - If a Bus ESP is assigned to meet a bus, and the bus does not arrive for whatever reason, a Bus ESP whose assignment is affected in this manner will be compensated a minimum of two hours.
 - If a Bus ESP is assigned to a midday bus route that is less than two hours, the Bus ESP will be compensated a minimum of two hours.
 - If a Bus ESP is assigned to a summer school route that is less than two hours, the Bus ESP will be compensated a minimum of two hours.
- 7) The District and Education Minnesota-OSSEO Educational Support Professionals agree to review this MOU and discuss possible amendments on an annual basis.
- 8) This MOU shall set no precedent between the parties. All of the provisions of the collective bargaining agreement apply.

This is a full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
EDUCATION MINNESOTA – OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

TOPIC: Student Teaching Practicum or Similar Field Experience

EFFECTIVE DATES: Upon Ratification

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 (“District”), and Education Minnesota – OSSEO, Educational Support Professionals (“Union”), relating to an ESP that completes their student teaching practicum or similar field experience in Osseo Area Schools while employed as an ESP.

PURPOSE: The purpose of this MOU is to provide clarification related to an ESP completing a student teaching practicum or similar field experience in ISD 279 while employed as an ESP.

The District and Education Minnesota – OSSEO Educational Support Professionals agree to the following related to an ESP completing their student teaching practicum or similar field experience in ISD 279:

- An ESP will be eligible for the student teaching practicum or similar field experience after the successful completion of 120 workdays, subject to HR approval. Exceptions may be made through agreement with the union and the district.
- The ESP will retain their current rate of pay for up to one year while completing the practicum or similar field experience.
- The ESP will apply to take a paid student teaching/field experience leave of absence, for up to one year, from their current position to complete the student teaching practicum or similar field experience. All other sick, personal, or vacation leave is frozen.
- The ESP will be placed, whenever possible, in a site other than their current ESP site. If an exception is needed, it will be done with mutual agreement of the district and the union.
- Upon successful completion of the student teaching practicum or similar field experience, the ESP will return to their current position subject to vacancy and ability to perform the job duties. If their current position is not vacant a position for the ESP would be secured using Article 6, General Employment Conditions.
- The ESP must commit to working for ISD 279 in a position(s) with at least a comparable number of hours for a minimum of two years.
- If the employee does not successfully complete the student teaching practicum, or similar field experience, or does not maintain employment with ISD 279 for at least two years following the completion of the student teaching practicum or similar field

experience, the employee will pay back to the district the amount of salary and benefits earned while completing the student teaching practicum or similar field experience.

- An ESP must sign the attachment* to confirm they understand and agree to this MOU.

Attachment*

**Educational Support Professionals (ESP)
Student Teaching Practicum or Similar Experience
Request for Paid Leave of Absence**

Employee Name _____ **Employee Number** _____

Title _____ **Building** _____

College _____

Licensure to be awarded _____ (attach most recent transcript)

Dates of Student Teaching _____

Name and phone number of student advisor: _____

Number of Hours per day and number of days per week student teaching _____

**attach verification requirement from college*

Site of Student Teaching at Osseo (must be site other than your employment site unless preapproved by Human Resources)

Classroom location, name of host teacher and subject of Student Teaching

Pursuant to the attached Memorandum of Agreement (MOU) between Osseo Area Schools, ISD #279 and Education Minnesota – Osseo Educational Support Professionals, I the undersigned do hereby agree to return to my current position, subject to vacancy and ability to perform the job duties. I also understand that I must commit to working for ISD 279 for at least two years following the completion of the student teaching practicum or similar field experience and if I fail to do so, I agree to reimburse the district the amount of salary and benefits earned while completing the student teaching practicum or similar experience.

ESP

Date

HR Use:

Received: _____

Approved: YES, NO Initials _____

Hourly pay rate: _____

Weekly assignment hours: _____

Health Insurance cost/month: _____

Two Year Start _____

Two school year end _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
EDUCATION MINNESOTA – OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

EFFECTIVE DATE: July 1, 2022 - June 30, 2024

TOPIC: Attendance Recognition

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279, and Education Minnesota – OSSEO Educational Support Professionals (ESPs), relating to a Post-Employment Health Care Account (PEHCA) contribution associated with attendance recognition for qualified ESPs.

PURPOSE: The purpose of this MOU is to define criteria that ESPs must meet to be eligible for the PEHCA contribution of \$200.00, payable each school year this MOU is in effect.

CONDITIONS: The District and Education Minnesota – OSSEO ESP agree to the following:

ESPs who use the equivalent hours of 3 sick days and/or 3 days of religious leave each year (either 10 month or 12 month) shall verify their own eligibility for a \$200.00 PEHCA contribution by reviewing their own sick leave balance and usage. Verification of eligibility must be sent on a completed Attendance Recognition form to Human Resources between May 15 and June 1 of each year. The following criteria must be met. The ESP must:

- be hired on or before October 31st;
- have used 3 days or less (based on the equivalent number of hours in the employee's work assignment) of sick leave in the school year for any reason except for absences due to Workers Compensation;
- have a balance of at least 120 hours of accumulated sick leave on June 1 in their sick leave account
- be an active employee, not on an approved medical leave, long-term leave, or separated from ISD 279; and
- be an active employee at the time the PEHCA contribution is paid. The PEHCA contribution will be paid no later than September 30 of each year.

ESPs that use additional sick leave after the completed request form has been submitted may affect their eligibility and subsequently may not qualify for the PEHCA contribution.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS (ISD 279)
AND
EDUCATION MINNESOTA-OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

Limits to Long-Term Disability Coverage

TOPIC: Potential Plan Design Change - Long-Term Disability Insurance Coverage

EFFECTIVE DATE: Upon 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 6, Section 4.

MEMORANDUM OF UNDERSTANDING
between
OSSEO AREA SCHOOLS, ISD 279
and
EDUCATION MINNESOTA – OSSEO ESP

TOPIC: Traffic Control and Crossing Guard ESP Re-classification to Class 2

EFFECTIVE DATE: July 1, 2023

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279, and Education Minnesota – OSSEO Educational Support Professionals, relating to Traffic Control and Crossing Guard ESP reclassification to class 2 within Article 6, General Employment Conditions, § 2, Classifications, of the 2020 – 2022 Contract.

PURPOSE:

The purpose of this MOU is to change the Traffic Control and Crossing Guard ESP classification to class 2 within Article 6, § 2. This change will be added to the 2022 – 2024 contract.

CONDITIONS:

The District and Education Minnesota – OSSEO ESP agree to the following:

1. Effective July 1, 2023, any ESP working or hired on or after that date to work in the role of Traffic Control and Crossing Guard ESP will be classified as a class 2 ESP.
2. The position of Traffic Control and Crossing Guard ESP, classified in Article 6, § 2 as a class 1 position and paid at under the class I schedule, shall be reclassified as a class 2 position, and be paid at the class 2 rate of pay. Such reclassified ESPs will experience a lateral step movement effective July 1, 2023.
3. Upon ratification of the 2022 – 2024 ESP collective bargaining agreement, any Traffic Control and Crossing Guard ESP staff prior to the reclassification to class 2 will receive retro pay per the negotiated class 1 rate from July 1, 2022, through June 30, 2023.
4. Upon ratification of the 2022 – 2024 ESP collective bargaining agreement, any ESP – Kidstop staff reclassified to class 2 on July 1, 2023, will be eligible to step and receive the pay rate per the new contract and pay schedule.
5. The change of classification will be included in the ratification of the 2022 – 2024 ESP collective bargaining agreement through housekeeping.

MEMORANDUM OF UNDERSTANDING
between
OSSEO AREA SCHOOLS, ISD 279
and
EDUCATION MINNESOTA – OSSEO ESP

TOPIC: 12-Month Positions Task Force

BEGIN: July 1, 2022

AGREEMENT:

The following contains the full text of the Memorandum of Understanding (MOU) between the Osseo Area Schools, ISD 279 and the Education Minnesota- Educational Support Professionals (ESPs) relating to the mutual establishment of a task force, designed to explore and assess current ESP 10-month positions that could be extended to 12-month positions, and provide a recommendation to that effect.

The focus of the task force will be to create a plan that will serve to:

- Review existing 10-month positions
- Explore existing needs and available work during the summer months
- Create job descriptions that align with available work, year-round, if possible
- Analyze how these new jobs would align with current unit work and where they would fall within the collective bargaining agreement, including classification and benefits
- Provide a recommendation based on the findings of the task force
- Align with the School District’s mission, core values and strategic objectives
- Promote feedback, collaboration, and understanding

The Task Force will be comprised of members of the Education Support Professionals unit, and members of administration appointed by the Labor Relations Director of Human Resources. Both sides agree to discuss at meet & confer if either side feels a need to adjust representation.

If the work of the task force does not reach mutual agreement, both sides must agree to continue the task force.