

# SPECIAL EDUCATION COORDINATORS Master Agreement

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INDEPENDENT SCHOOL DISTRICT  
#882 AND SPECIAL EDUCATION  
COORDINATORS

**July 1, 2021 – June 30, 2023**

**MONTICELLO PUBLIC SCHOOLS SPECIAL EDUCATION COORDINATORS CONTRACT**

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## ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 882, Monticello, Minnesota, hereinafter referred to as the District or School District, and the Special Education Coordinators group, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for coordinators for the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Special Education Coordinators group as the Exclusive Representative of coordinators employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement. Exclusive Representatives do not have to use Personal paid time off to conduct negotiations.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all coordinators of the School District as defined in this Agreement and in PELRA.

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired coordinators or severance pay, and the School District’s personnel policies affecting the working conditions of the coordinators. The term does not mean educational policies of the School District. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Coordinator: “Coordinator” shall mean those employees retained to oversee special education programs and staff, appropriately licensed as required by the Professional Educator Licensing Board (PELSB) and state law, and those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a coordinator as defined by M.S. 122A.40, Subd.1.

Section 3. District or School District: For purposes of administering this Agreement, the word/term “District/School District” shall mean the School Board or its designated representative(s).

Section 4. Year of Service: For purpose of calculating eligibility for benefits in this contract, a year of service for a Special Education Coordinator shall be 140 days.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## ARTICLE IV SCHOOL DISTRICT RIGHTS



Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, that include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and the direction and the number of personnel.

Section 2. School Board 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 being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all coordinators shall perform the coordinating services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the School District.

## ARTICLE V SPECIAL EDUCATION COORDINATOR RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any coordinator or their representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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.

Section 2. Right to Join: Pursuant to PELRA, coordinators shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Coordinators in an appropriate unit shall 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 coordinators.

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the Exclusive Representative shall be allowed dues checkoff. Upon receipt by the School District of a properly executed authorization card of the coordinator involved, the School District will deduct from the coordinator's paycheck the dues that the coordinator has agreed to pay to the coordinator organization and/or Exclusive Representative in sixteen (16) equal installments, beginning with the October 30 pay period.

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, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Exclusive Representative as provided in this Agreement.

Section 4. Personnel Files: Pursuant to M.S. 122A.40, all evaluations and files relating to individual

coordinators shall be available during regular School District business hours to the particular coordinator upon the coordinator's written request. The coordinator shall have the right to reproduce any of the contents of their file at the coordinator's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

## ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1: Salary: Appendix "A" reflects the salaries to be paid to all Coordinator hired by the School District for the 2021-2023 school years. The amounts listed in Appendix "A" are minimum salary and are negotiable based on years of experience.

Section 2: Longevity Pay: The Board of Education will annually pay a longevity step as outlined below to each member of the Special Education Coordinator group who has completed five (5) or more years of service.

Years 6-10	\$2,000
Years 11-15	\$2,500
Years 16 – 20	\$3,000
Years 21 and beyond	\$3,500

A full year of service will be credited to the Special Education Coordinator if they complete a full school year of 140 days or more in the contract year. Credit for years of service will be in the capacity of a Special Education Coordinator.

## ARTICLE VII EXTRA COMPENSATION

Section 1: Annual Dues: It shall be the policy of Independent School District #882 to contribute the entire amount of a Coordinator's dues to a State or National organization. The contribution will be made to one association on an annual basis upon the request of the Coordinator. Such payment in full shall be made directly to the association by the District office, according to the request of each Coordinator.

Section 2: State and National Convention Policy: All Coordinators covered under this agreement must apply in advance to the Board of Education for approval to attend a state or national convention. The School Board reserves the right to approve or reject such requests as they see fit. Independent School District 882 will pay up to \$3,000 in expenses for each Coordinator attending a convention or conference. Travel arrangements and convention registration must be made three months prior to the convention date. Coordinators shall be permitted to apply for a national convention once every three years. In the event the Coordinator's request to attend a convention is rejected by the Board, the Coordinator will retain priority consideration for attending a convention in a future year. The Coordinator shall report to the Monticello and COOP Boards and related Administrative teams on all meetings and conferences attended. The Coordinator shall file itemized expense statements to be processed and approved as provided by law.

Section 3: Cell Phone For Business Use: Each Coordinator must have a cellular phone available for District and COOP business. They may choose to use the district maintained program, where the District will provide their phone, or they may choose to use their personal cell phone and be reimbursed up to \$75.00/month (\$900.00 annually) for reimbursement toward their individual plan. Coordinators are to provide their cellular phone number to their office staff, the Director of Special Education and the Superintendent. Coordinators must have their cellular phone with them when away from their assigned office, schools and/or district during school hours or while at school related meetings and events.

It is understood by the parties that certain data related to the cellular phone designated by the administrator for



school business use may be classified as “government data” as the term is defined in Minn. Stat. 13.02, subd. 7 and that such data may be subject to the District’s obligation to make and preserve records under Minn. Stat. 15.17 and Minn. Stat. 138.17.

## ARTICLE VIII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each coordinator who has completed at least five (5) consecutive years of coordinator experience in the School District and who is employed an average of at least thirty (30) hours per week and at least 140 days per school year pursuant to the provisions of this article. At the sole discretion of the Director of Special Education, Special Education Coordinators newly hired by the District may be granted up to three years of experience in a previous District. Credit will only be given to new hires for years of experience beyond year 4 in their career, and in total at the sole discretion of the Director of Special Education. Any credit for past years of service will be given at the time of hire and are not renegotiable at another date.

Section 2. Amount of School District Contribution: The School District’s matching contribution will be dollar-for-dollar as required under State law, up to the annual maximum match set forth below, subject to the maximum career School District contribution as set out below. The Coordinator may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If the Coordinator contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Subd. 1. Full-time Coordinators: Full-time, eligible coordinators, shall be eligible for an annual School District matching contribution of \$2,500 with a lifetime contribution cap per coordinator as follows:

For 2021-2022 maximum contribution cap of 42,167.

For 2022-2023 maximum contribution cap of \$42,589.

Subd. 2. Part-time Coordinators: Eligible part-time coordinators shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment after completion of their fifth (5th) consecutive year of coordinating service in the School District (subject to eligibility as determined in Section 1).

Subd. 3. Year of Service: For purposes of this section, a year of coordinator service in the School District means coordinating on at least 140 days in a single school year (subject to eligibility as determined in Section 1).

Section 3. Approved Plans: The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District.

Section 4. Notice of Participation: The School District shall notify eligible employees of their eligibility to participate in the matching deferred compensation plan prior to the beginning of the sixth (6) year of service (subject to eligibility as determined in Section 1). Those newly eligible for the provisions of this article must notify the School District, in writing, by September 8th of their intention to participate in this matching program and the amount of the coordinator’s contribution by submitting a signed salary reduction form to the Business office. This notice shall continue from year to year at the specified amount unless the coordinator notifies the School District, in writing, otherwise. Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, the plan cannot be restarted until the following year.



Section 5. Payment: The coordinator's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: A coordinator on unpaid leave may not participate in the provisions of this article.

Section 7. Deduction for Severance Pay: In the event a coordinator is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the coordinator's retirement.

Section 8. Discontinuation of Service: Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of the School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liability for said investment programs as a result of the severing of service.

Section 9. Portfolio Management: The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for the investment earnings (loses) which may accrue to these portfolios as a result of investment decisions which are made by the employees.

Section 10. Hold Harmless Provisions: Employees are not to construe the Plan and the School District contribution to the Plan or the opportunity of the employee to match such contributions as legal, tax or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

Section 11. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

## ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no coordinator shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance:

Subd.1. The School District shall pay the full premium for coverage for each full-time Special Education Coordinator employed by the School district, and his/her dependents who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd.2. Health Savings: If the cost of the HSA High Deductible plan is lower than the CMM premium, then District contribution will be as follows:

- Single Policy: 100% of the difference will be deposited in the employee's HSA;

- Family Policy: 100% of the difference between the District contribution and HSA premium will be deposited in the employee's HSA;

In the event the policy cost is greater than the District contribution, no contribution will be made to the employee's HSA.

Section 4. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contributions: A coordinator is eligible for School District contributions as provided in this article as long as the coordinator is employed by the School District, is on paid status, and is enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease except that a coordinator who has completed the school year shall be eligible for contributions through the month of June. Coordinators that resign, retire or are terminated prior to the end of the school year, and are not eligible for early retirement eligibility, Article IX, Section 8, will have any District contributions to their health insurance cease the month following their last day of employment.

Section 6. Eligibility: Coordinators who are employed as coordinators full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. The District contribution for part-time coordinators working .50 FTE or more will be pro-rated based on FTE assignment. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 7. Employed Spouse: When both spouses are employed by the School District, each for .50 FTE or more, one (1) family coverage or two (2) single policies will be paid in full by the District. The selection of family or two (2) single policies will be at the discretion of the employee(s).

#### Section 8 Retiree Insurance:

Subd.1. Eligibility: All full time coordinators who were hired prior to July 1, 2008 may continue to participate in the District's group health and hospitalization insurance plan at retirement according to this subdivision. The District agrees to contribute an amount equal to the premium for a single individual or two single premiums in the event spousal coverage is requested. Such contributions shall continue for a maximum of ten (10) years or until the retired employee reaches Medicare eligibility. If the retiree dies before Medicare eligibility an eligible spouse may elect to continue coverage as outlined under this section until the date the deceased retiree would have reached Medicare eligibility.

Subd.2. Re-employment: Should the retiree, through re-employment, become eligible for health insurance benefits comparable to the District's plan, the District's contribution shall cease. The retiree qualifying under this section shall notify the District of any re-employment during the period covered by (a) above.

#### Section 9 Health Reimbursement Account (HRA)

Subd.1. Eligibility: All coordinators hired after July 1, 2008, shall not be eligible for the retirement incentive in Article IX, Section 8, Retiree Insurance of the Master Agreement. Such coordinators shall only be eligible to participate in a Health Reimbursement Account, Article IX, Section 9.

Subd.2. Years of Service: Any full-time coordinator who has completed ten (10) years of full-time continuous service with the School District shall be eligible for an HRA. The annual contribution shall



be into an HRA account, designated by the Monticello Insurance Committee, beginning in a person's eleventh (11<sup>th</sup>) year of employment in the District, and according to the following matrix:

<u>Year</u>	<u>District Contribution</u>
11-15	\$2,048
16-20	\$3,072
21-25	\$4,096
26+	\$5,120

This pattern shall continue until a person severs employment from the District.

The amount of the contribution, after the initial \$2,048 start, shall adjust annually based on the CPI rate in September. The adjustment to the HRA contribution shall never be negative.

Contributions into the account shall be made annually in two installments made by the District on January 15 and July 15 and will be prorated on actual service if service is less than one contract year

Subd.3 Part-time Coordinators: Part-time coordinators working less than .50 FTE for more than ten (10) continuous years shall be eligible to participate in this plan on a prorated basis.

#### Section 10 Long-term Disability

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Long-term Disability Insurance: The School District shall provide, at the School District expense, long-term disability coverage for each coordinator in the School District's plan. The coverage will be equal to sixty-six (66%) of the coordinator's regular salary after the elimination period stated in the insurance policy. This contribution is available to all full-time coordinators employed by the School District who qualify for and are enrolled in the School District long-term disability plan. District contributions for part time coordinators working 0.50 FTE or more will be prorated based on FTE assignment.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A coordinator is eligible for School District contribution as provided in this Section as long as the coordinator is employed by the School District. Upon termination of employment, all District contributions shall cease

Subd. 5. Eligibility: Benefits provided in this Section are designed for full-time personnel as described in Article III Definitions, Section 2 Coordinators, and shall not apply to part-time personnel working less than 0.50 FTE.

#### Section 11 Term Life Insurance

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District provided by law.

Subd. 2. Term Life Insurance Contribution: The School District shall pay the entire premium for term life insurance for each full-time Special Education Coordinator who qualifies for and is enrolled in the

School District and administrative term life insurance plan. Such plan will be in the amount of \$100,000 coverage per coordinator.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A coordinator is eligible for School District contribution as provided in this Section as long as the coordinator is employed by the School District. Upon termination of employment, all District contribution shall cease.

Subd. 5. Eligibility: Benefits provided in this Section are designed for full-time personnel as described in Article III Definitions, Section 2 Coordinators, and shall not apply to part-time personnel working less than 0.50 FTE.

#### Section 12 Dental Insurance

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance Contribution: The School District shall pay the full premium for dental coverage for a full-time Coordinator employed by the District and his/her dependents who qualify for and are enrolled in the School District group dental plan. District contributions for part time coordinators working 0.50 FTE or more will be prorated based on FTE assignment.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A coordinator is eligible for the School District contribution as provided in this Section as long as the coordinator is employed by the School District. Upon termination of employment, all District contribution shall cease.

Subd. 5. Eligibility: Benefits provided in this Section are designed for full-time personnel as described in Article III Definitions, Section 2 and shall not apply to part-time personnel working less than 0.50 FTE.

Subd. 6. Coverage: When both spouses are employed by the School District, one (1) family coverage will be paid in full by the School District.

### ARTICLE X LEAVES OF ABSENCE

#### Section 1. Sick Leave:

Subd. 1. Earning: A full-time coordinator shall earn seventeen (17) days of sick leave each year of employment as a coordinator by the School District. Annual sick leave shall be awarded at the beginning of the school year. Coordinators hired after September 30 will have sick leave prorated for that school year. Sick leave for part-time coordinators will be prorated based on FTE assignment.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred and twenty (120) days of sick leave per coordinator.



Subd. 3. Use: Sick leave with pay shall be allowed whenever a coordinator's absence is found to have been due to the coordinator's illness and/or disability that prevented the coordinator's attendance at school and performance of duties on that day or days. Also, a coordinator may use their accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District will limit such use of sick leave as provided in the statute.

Subd. 4. Medical Certificate: The School District may require a coordinator to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a coordinator for sick leave is reserved to the School District. In the event that a medical certificate will be required, the coordinator will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the coordinator.

Subd. 5b. Coordinators absent more days than their accumulated sick leave will have deductions from their salary, health and dental insurance at the rate of 1/220 per day for each day in excess of accumulated sick leave. Absences for less than one day shall be prorated at the same rate.

Subd. 6. Approval: Sick leave pay may be approved only upon the coordinator's submission of a signed request upon the authorized sick leave pay request in the District's electronic leave submission program.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a coordinator injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. Such payment will be paid only during the period of disability. In no event shall the additional compensation paid to the employee of a total daily, weekly or monthly compensation exceed the normal compensation of the employee.

Section 3. Bereavement Leave: With the written approval of the Director of Special Education, up to four (4) days of bereavement leave may be allowed per year, not to accumulate, for death in a full-time coordinator's immediate family. "Immediate family" is defined as the coordinator's spouse, child, step children, parent, in-laws, brother, sister, grandchildren, grandparents and any other relative who was living in the same household as the coordinator.

#### Section 4. Personal Leave:

Subd. 1. Use: A full-time coordinator may be granted personal leave upon the written approval of the Director of Special Education or the Superintendent of no more than three (3) days per year, noncumulative, for matters of a personal nature that require the coordinator's attention that cannot be attended to when school is not in session and that is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for personal leave must be made in writing to the Director of Special Education at least three (3) days in advance, unless the Director determines that such advance notice was not possible. The Director reserves the right to refuse to grant such leave if, under the circumstances involved, the Director determines that such leave should not be granted. All leaves must have prior, written approval. No more than one percent (1%) of the coordinators shall be granted personal leave at any one time.

Subd. 3. Additional Personal Leave: All Coordinators will be allowed to take up to two (2) additional personal days once every four (4) years in exchange for twenty (20) accrued sick days. Coordinators without twenty (20) accrued sick days at the time of the exchange request will not be allowed to utilize this provision.

Subd. 4. Non-eligible Days: Personal leave shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of each school year.

#### Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School Board, subject to the provisions of this section, to one (1) coordinator-parent of a natural or adopted infant child, provided such coordinator-parent is caring for the child on a full-time basis.

Subd. 2. Request: A coordinator making application for child care leave shall inform the Human Resource department, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A coordinator will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute coordinator may also be considered by the School Board in the granting of a child care leave or its duration.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (1.) grant any leave for more than twelve (12) months in duration;
- (2.) permit the coordinator to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A coordinator returning from childcare leave shall be reinstated in a position the coordinator is licensed and qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure to Return: Failure of the coordinator to return by the date determined under this section shall constitute grounds for termination unless the School Board and the coordinator mutually agree, in writing, to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

#### Section 6. General Leave of Absence:

Subd. 1. Application: Coordinators with a minimum of three (3) years of coordinator experience in the School District may apply, in writing, to the Human Resource department for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School Board.

Subd. 2. Purpose: Such leave may be granted by the School Board for overseas teaching, participation



in the Peace Corps, Vista, and/or the National Corps, extended illness of the coordinator, extended illness in the coordinator's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, coordinator organization activity, service in public office, or other reasons deemed appropriate by the School Board.

Subd. 3. Notification: A coordinator on such leave shall notify the Human Resource department, in writing, no later than April 1<sup>st</sup> of the final leave year of the coordinator's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, at its sole discretion, waive the April 1<sup>st</sup> notice date if the School Board determines special circumstances are involved. A coordinator who fails to notify the Human Resource department as required may be subject to discipline.

Section 7. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 8. Jury Service: A coordinator who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. Mileage will be covered by the District. Compensation received by the coordinator for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., coordinators shall have a right to a leave of absence for health reasons.

Section 11. Insurance Application: A coordinator on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The coordinator shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the coordinator is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the coordinator must pay the entire premium to the School District for any insurance retained.

Section 12. Credit: A coordinator who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time the leave began. No credit shall accrue for the period of time that a coordinator was on unpaid leave.

Section 13. Eligibility: Full leave benefits provided in this article shall apply only to coordinators who are employed as coordinators an average of at least thirty-seven and one-half (37.5) hours per week. Coordinators who are employed as coordinators an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment

## ARTICLE XI VACATION

Special Education Coordinators shall be granted ten (10) vacation days per contract year. Unused vacation must be taken within six (6) months after the end of the contract year in which it was earned. All requests for vacation shall be submitted to the Director of Special Education or the Superintendent of Schools or designee. The request should be made within a reasonable time prior to the anticipated vacation. Only in extreme emergencies shall two or more Special Education Coordinators from the same unit be on vacation simultaneously.

## ARTICLE XII

## DUTY YEAR

### Section 1. Duty Days

Subd.1: The School District shall establish the calendar and the Coordinator duty days for each school year, and the Coordinators shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school. The calendar year runs July 1 to June 30.

Subd. 2. The duty year for the Special Education Coordinators shall be 220 days and include 9 holidays; Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, President's Day and Memorial Day.

Section 2. Scheduling of Duty Days: The duty day schedule for all Special Education Coordinators shall be subject to the approval of the Director of Special Education.

Section 3. Non-Duty Days: Unless otherwise approved, all non-duty time to which a Coordinator is entitled for a given contractual year shall be taken by the time designated in this contract.

Section 4. School Closings: In the event a duty day is lost for any reason, the Coordinator shall perform duties on such other day in lieu thereof as the School District or its designated representative shall determine.

## ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Defined: A "grievance" shall mean an allegation by a Coordinator resulting in a dispute or disagreement between the Coordinator and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The Coordinator, Administrator, or School District may be represented during any step of the procedure by a person or agent designated by such part to act in the party's behalf.

### Section 3. Definitions and Interpretation:

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 shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall 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 shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.



Section 4. *Time Limitation and Waiver:* Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. *Adjustments of Grievance:* The School District and the Coordinator shall attempt to adjust all grievances that may arise during the course of employment of any Coordinator within the School District in the following manner:

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

Subd. 2. *Level II:* In the event the grievance is not resolved in Level I, 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 I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

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

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

Subd. 1. *Request:* A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. *Prior Procedure Required:* No grievance shall 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 the Arbitrator:* Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to P.E.L.R.A. providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to

request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. *Hearing*: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. *Decision*: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of the fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. *Expenses*: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. *Jurisdiction*: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. *Election of Remedies and Waiver*: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XIV PROGRESSIVE DISCIPLINE



Section 1. Discipline: All discipline shall be subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An oral reprimand will be clearly identified as such at the time of the disciplinary action, and a verbal notification of this action shall be given to the employee.

Section 2. Progressive Discipline: A Coordinator generally shall be disciplined in the following manner, consistent with the principle of progressive discipline:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay
4. Termination

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Suspension With or Without Pay: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of Coordinator the or after all administrative remedies, including arbitration, have been exhausted.

Subd. 4. Length of Suspension: In any and all cases, suspension without pay will not exceed two (2) days per incident.

Subd. 5. Termination: Termination for cause shall be in accordance with Minn. Stat. 122A.40 and other relevant statutes. When the district views termination as the ultimate outcome the suspension will be five (5) days.

## ARTICLE XV UNREQUESTED LEAVES OF ABSENCE (ULA)

In the event it is necessary for the district to reduce the number of Coordinators covered by this agreement, the work force shall be reduced in accordance with these guidelines and M.S.122A.40, Subd.11.

Section 1. Seniority Date: The Seniority date for Coordinator shall be the first day of service in the bargaining unit.

Section 2. Unit Service: Coordinators shall be allowed to count only service as a unit member for purpose of placement on unrequested leave of absence from a Coordinator's unit position. Service in other units within the district cannot be counted for purposes of placement on unrequested leave of absence (ULA).

Section 3. Ties: The following criteria shall be used to break seniority ties in the placement of Coordinator's on ULA:

1. Specialized training and advanced certification obtained outside of District training.
2. Initial date of service in the District as a licensed teacher or other licensed professional.

Section 4. Placement on ULA

Subd.1. General. The District may place Coordinators on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

Subd.2. Method. The District will place the least senior Coordinator on unrequested leave of absence. Nothing in this language allows a Coordinator to receive a promotion during the unrequested leave process. Coordinators may not assert a seniority right into a position that is promotional. Coordinators may assert a seniority right into a position that is not promotional.

Nothing in this section limits the rights of a Coordinator placed on ULA to assert statutory rights into a licensed teaching position, provided the Coordinator has experience in the vacancy area and demonstrated competency to fill the duties of the role.

### Section 5. Reinstatement

Subd. 1. Recall: Coordinators will be recalled from an unrequested leave of absence to available position for which they are licensed. Coordinators cannot assert a reinstatement right to a promotional position. The Coordinator with the highest seniority date, within the category of vacancy, will be reinstated first.

Subd. 2. New Hires: No appointment of a new Coordinator will be made while there is available on ULA a Coordinator who is properly licensed to fill such a vacancy. If the Coordinator is brought back to a position in which they have no experience, the Coordinator must demonstrate competency in the position in the first year as determined by the Superintendent and School Board.

Subd. 3. Notification: Notification of openings will be sent to the Coordinator's email address. In the event a Coordinator declines a Coordinator position, or fails to notify the District in writing of the Coordinator's intentions within fourteen (14) days of the date of notification, the Coordinator is removed from the recall list. A Coordinator on ULA will provide the district with appropriate electronic contact information. It is the Coordinator's responsibility to update contact information for purposes of notification in this section.

Subd. 4. Duration: The Coordinator who is on ULS and not reinstated shall continue for a period of three (3) years from the date the Coordinator's ULA commenced or until the Coordinator fails to respond within fourteen (14) days of the date of notification or until the Coordinator submits a written request to be removed from the recall list, whichever occurs first.

Subd. 5. Coordinators proposed for unrequested leave can interview for available teaching assignments for which they are licensed provided they are in good standing with the District and have had positive annual reviews from their supervisor.

Subd. 6. Teachers of Monticello schools that are promoted to a Coordinator position may retain their teaching rights.

## ARTICLE XIV PUBLIC OBLIGATION



Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. The exclusive representative agrees, therefore, that during the terms of this contract neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term “strike” shall mean concerted action in failing to report to duty, the willful absence from one’s position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

## ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2023, and thereafter as provided by PELRA. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent pursuant to PELRA no later than March 1, 2023, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term shall not be open for negotiation during the term of this Agreement.

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

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

## APPENDIX A

### Salary 2021-2022

STEP	SALARY
1	93,840
2	99,960
3	106,080

### Salary 2022-2023

STEP	SALARY
1	94,779
2	100,960
3	107,141

FOR:  
SPECIAL EDUCATION COORDINATORS



Janelle Ortiz  
Special Education Coordinator Union



Kris Jenkins  
Special Education Coordinator Union



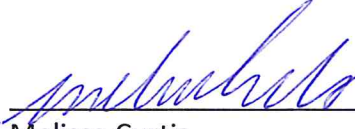
Stephanie Loesch  
Special Education Coordinator Union

Dated this 12 Day of July, 2021

FOR:  
INDEPENDENT SCHOOL DISTRICT #882



Jennifer Lewis Kannegieter  
Chairperson, School Board



Melissa Curtis  
Clerk, School Board

Dated this 12 Day of July, 2021