AGREEMENT

on

TERMS AND CONDITIONS OF EMPLOYMENT

between

INDEPENDENT SCHOOL DISTRICT 279
OSSEO AREA SCHOOLS

and

MANAGEMENT PERSONNEL I-M

Effective Date: July 1, 2025 – June 30, 2027

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ARTICLE I
PURPOSE

<u>Section 1</u>. <u>Parties</u>: This Agreement is established by the School Board of Independent School District 279, hereinafter referred to as the School Board, and the Management Personnel Committee, hereinafter referred to as Management I-M, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for management personnel during the term of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

<u>Section 1</u>. <u>Recognition</u>: In accordance with the PELRA, the School Board recognizes the Management I-M as the exclusive representative of management personnel employed by the School Board of Independent School District 279. The Management I-M will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

<u>Section 2</u>. <u>Appropriate Unit</u>: The Management I-M will represent all management personnel of the School District as defined in this Agreement and in the PELRA.

<u>Section 3</u>. <u>Meet and Confer</u>: Representatives of Management I-M 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 III
DEFINITIONS

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

<u>Section 2</u>. <u>Management Personnel</u>: All Management Personnel in Class I-M employed by Independent School District No. 279 – Osseo, Maple Grove, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14 and defined as supervisory employees within the meaning of Minn. Stat. 179A.03, Subd. 17, excluding all other employees.

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

ARTICLE IV
SCHOOL DISTRICT RIGHTS

<u>Section 1</u>. <u>Inherent Managerial Rights</u>: The Management I-M recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion 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.

<u>Section 2</u>. <u>Management Responsibilities</u>: The Management I-M 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 opportunities for the students of the School District.

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

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

ARTICLE V
MANAGEMENT PERSONNEL RIGHTS

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

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

<u>Section 3</u>. <u>Personnel Files</u>:

<u>Subd. 1</u>. <u>Right to Review/Frequency</u>: Upon request by an employee, the School District will provide the employee with an opportunity to review their personnel file. An employee may review their personnel file only once at any time within one year after separation.

<u>Subd. 2</u>. <u>Review</u>: A request will be made to Human Resources. Human Resources will comply with a request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review their personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its

normal hours of operation and a Human Resources employee shall be present when an employee reviews their personnel file.

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

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

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

ARTICLE VI
COMPENSATION AND CONDITIONS

Section 1. Work Year: The length of the full work year is 260/261 workdays, which includes sick leave, paid holidays, and vacation.

Section 2. Compensation:

Title	Classifications	New Pay Grade	Work Days	New Minimum/Midpoint/Maximum Effective 7-1-2025
District Controller	K-1	118	260/261	$117,045 / $140,454 / $163,863
Accountant(s):				
Student Services	L-1a	113	260/261	$86,439 / $107,508 / $128,577
Assistant Coordinator(s):				
Facilities Operations	K-1	116	260/261	$103,680 / $127,008 / $150,336
Maintenance Services	K-1	116	260/261	$103,680 / $127,008 / $150,336
Coordinator(s):				
Community Education	J-1	118	260/261	$117,045 / $140,454 / $163,863
District Activities	G-3a	119	260/261	$124,360 / $149,232 / $174,104
Facilities Operations	G-1	119	260/261	$124,360 / $149,232 / $174,104
Educational Equity	K-1	118	260/261	$117,045 / $140,454 / $163,863
Enrollment Services	J-1	116	260/261	$103,680 / $127,008 / $150,336
Technology Coordinator	G-1	118	260/261	$117,045 / $140,454 / $163,863
Family & Community Engagement	K-1	116	260/261	$103,680 / $127,008 / $150,336
Food & Nutrition Service	K-1	116	260/261	$103,680 / $127,008 / $150,336
PK-12 Operations	G-1	120	260/261	$132,133 / $158,559 / $184,986
Purchasing/Warehousing	G-1	118	260/261	$117,045 / $140,454 / $163,863
Testing, Assessment & Accountability	L-1a	116	260/261	$103,680 / $127,008 / $150,336
Health and Safety	K-1	116	260/261	$103,680 / $127,008 / $150,336
Community Relations and Publications	J-1	117	260/261	$110,160 / $134,946 / $159,732
Recruitment and Retention	J-1	117	260/261	$110,160 / $134,946 / $159,732
Project Management	K-1	117	260/261	$110,160 / $134,946 / $159,732
Manager(s):				

Community Education Program	L-2	114	260/261	$91,841 / $114,227 / $136,614
Secondary Business	L-1	116	260/261	$103,680 / $127,008 / $150,336
Purchasing Manager	L-1a	114	260/261	$91,841 / $114,227 / $136,614
Supervisor(s):				
Food & Nutrition Services	L-1a	115	260/261	$97,581 / $121,366 / $145,152
Payroll Supervisor	L-1a	116	260/261	$103,680 / $127,008 / $150,336
Building Operations**	M-3a	114	260/261	$91,841 / $114,227 / $136,614
Grounds Operations**	M-3a	114	260-261	$91,841 / $114,227 / $136,614
Kidstop Site Supervisor	M-5	109	260/261	$67,825 / $84,358 / $100,890

**$5,000 annual differential paid to comprehensive Maple Grove Middle School, and the senior high Building Operations Supervisors and the Ground Operations Supervisor, beginning July 1, 2026.

a. Initial Placement In Salary Range: The minimum to midpoint of each pay grade will serve as a guide for the hiring range. Initial placement will be determined based on education, experience, internal equity and/or whether the position is hard-to-fill. Exceptions to the hiring range will be made if justified by data demonstrating the position is hard-to-fill.

b. Salary Enhancement: A 2% increase to base salary shall be effective July 1, 2025, and a 2% increase to base salary shall be effective July 1, 2026. If an employee reaches the new maximum salary, any negotiated Salary Enhancements will be paid as a stipend and will not affect base salary.

c. Pay for Performance Stipend: Pay for performance will be based on performance measures relating to job performance and leadership. Pay for performance will be paid as a stipend based on performance level and base salary.

- Employees who work less than 120 days of paid service do not qualify for the pay for performance stipend.
- Employees who complete at least 120 days of paid service, but less than their contracted year, will receive a prorated pay for performance stipend.
- Employees who complete their contracted year (including FMLA and/or ADA qualified leaves) will receive the full pay for performance stipend.

Performance evaluations must be completed and turned into Human Resources by May 31st in order for the stipend to be paid on the July 20th paycheck. If completed after May 31st the stipend payout will be within 3 pay periods.

d. Pay for performance will occur based on the following levels of performance:

i. Exemplary: 2.3%
ii. Accomplished: 1.4%
iii. Developing: 0.7%
iv. Unsatisfactory: 0%

e. Alternative Pay for Performance Stipend Amounts: For future contract negotiations, the School Board shall set financial parameters for contract negotiations with all employee groups with the same contract term as Management I-M. These financial parameters relating to salary shall be used to determine the amount of pay for performance if it is to be less than the amounts specified in Section c above.

Based on these parameters set by the School Board, pay for performance will be as follows:

Exemplary:	An amount equal to 0-2.3%
Accomplished:	An amount equal to 0-1.4%
Developing:	An amount equal to 0-0.7%
Unsatisfactory:	No stipend

Section 3. Conditions:

Subd. 1. Work Year: The work year is defined in Article VI, Section 1. Any request for an adjustment to Management I-M personnel's work year calendar is to be submitted to their immediate supervisor for approval. A part of the approval process will be designating when the days will be rescheduled and tentative activities planned.

Subd. 2. Work Year Requirements

a. Holidays: Employees will have 12 paid holidays as determined by the School Board prior to July 1st, yearly. Any of the holidays that fall within a 12-month employee's vacation period will not count as a vacation day.

b. Management Personnel I-M may schedule the following as work days: Labor Day, Friday after Thanksgiving, Martin Luther King, Jr Day (if it is an established District holiday for that school year) or President's Day (if it is an established District holiday for that school year), Spring Holiday, Memorial Day and Independence Day, subject to supervisor approval. If they are scheduled to work on a holiday, they can take a different day off without using earned vacation time.

Subd. 3. Probation and Regular Status: New Management I-M will be considered probationary employees until June 30th if they have completed at least 120 workdays of employment. If a school year ends prior to a probationary employee serving at least 120 workdays, such employee shall be on probation for the following school year, ending June 30th. During this time they shall have no seniority privileges and may be transferred, discharged, or laid off at the discretion of the District. Upon completion of the probationary period an employee will establish regular employee status unless otherwise notified in writing by the employer prior to the end of the probationary period that their probation is being extended.

Section 4. Seniority/Job Elimination: Seniority will be used in determining the layoff and recall procedure of employees.

Subd. 1. Seniority Date: Seniority starts with the first day of work for the School District in the Agreement on terms and conditions of employment for Management Personnel I-M.

Subd. 2. Conditions of Job Elimination:

a. Senior and Qualified: In all cases of displacement, the remaining employees must be more senior and qualified, as determined by Human Resources, to perform the duties of the new position assumed.

b. Exception: No Management I-M Personnel member, including probationary, shall be laid off if any other Management I-M Personnel member in the same position title has been suspended in the last two (2) years at the time of the School Board decision to eliminate a position or layoff employees.

c. In the event of a tie in seniority the district retains the right to choose the Management I-M Personnel that will be displaced.

a. Classifications: The following will be considered separate classifications: G1, G3a, I1, J1, K1, K1a, L1, L1a, L2, M3a and M5. Under no circumstances will an employee in a lower grade displace an employee in a higher grade.

b. Full-Time Rights Versus Part-Time Rights: Full-time employees may bump full-time or part-time employees with less seniority, but part-time employees may not bump full-time employees.

Subd 3. Job Elimination Procedures:

a. First Step: In the event of job elimination or layoff, an employee will have the right to accept layoff or, if qualified as determined by Human Resources and the employee's immediate supervisor, displace the least senior employee in the same job title. In the event two or more employees have the same seniority date as determined in Section 3., Subd. 1., of this Article, Human Resources will determine which employee is to be displaced according to the needs of the School District.

b. Second Step: If the position eliminated is a single incumbent, or if the person serving in the eliminated position is the least senior in the job title, the employee will have the right to accept layoff or displace a less senior employee in the same classification with like employment status. Human Resources will review the qualifications of the displaced employee and determine the less senior employee in the same classification with like status that most closely matches the qualifications of the displaced employee.

c. Third Step: If there are no employees in the same classification with like status, the employee will have the right to accept layoff or displace a less senior employee with like status beginning with the next lower classification. Human Resources will review the qualifications of the displaced employee and determine the less senior employee in the next and lower classifications with like status that most closely matches the qualifications of the displaced employee.

d. Fourth Step: If there are no employees with like status beginning with the next lower classification, the employee will have the right to accept layoff or displace a less senior employee with lower status beginning with their current classification and then lower classifications. Human Resources will review the qualifications of the displaced employee and determine the less senior employee in the next and lower classifications with lower status that most closely matches the qualifications of the displaced employee.

The displaced person will then have the right to accept layoff or to use the above procedure to find a position. The process will continue until no more jobs are available for qualified employees or until the employee accepts layoff.

Subd. 4. Notice of Layoff Timeline: If the employee wishes to exercise job elimination rights, the employee must provide written notice to Human Resources within three (3) working days of the notice of layoff stating their intent to exercise job elimination rights.

Subd. 5. Compensation: An employee who assumes a new position as a result of the bumping procedure assumes the wage schedule that applies to the new position.

Section 5. Retirement Incentive Pay:

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

Subd. 2. Eligibility: Employees who have completed at least fifteen (15) years of continuous service in any capacity with the School District**,** and who are at least fifty (50) years of age, will be eligible for retirement incentive pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board, provided that such notice is given no later than thirty (30) days prior to the effective date of the resignation.

Subd. 3. Calculation of Benefit: A qualified employee will be eligible to receive as retirement incentive pay upon their retirement the amount obtained by multiplying one hundred percent (100%) of their unused number of sick leave days, but in any event not to exceed one hundred fifty (150) days times their daily rate of pay.

For the purpose of calculating this benefit, the calculation will be based on the employee's annual rate of pay divided by 225 days.

Subd. 4. Determination of Daily Rate: In applying these provisions, the daily rate of pay will be based upon the total annual compensation at the time of retirement. For the purposes of calculating retirement incentive pay, the daily rate of pay will be based on total contract workdays.

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

Subd. 6. Payment Schedule 55 and over: Retirement incentive pay for those age fifty-five (55) or older will be paid by the School District according to the following schedule: Employees who retire between January 1st and June 30th will receive their retirement pay July 20th of that year. Employees who retire between July 1st and December 31st will receive their retirement incentive pay on January 20th of the following year.

Subd. 7. Exceptions: Retirement incentive pay will not be granted to any employee who is discharged by the School District.

Section 6. Retirement Savings Plan: In accordance with Section 403(b) of the Internal Revenue Code, the School Board will match the contribution of an eligible employee according to the following schedules towards an approved 403(b) retirement savings plan. The plan must meet the School District's guidelines for approval.

Subd. 1. District Annual Match – Effective July 1, 2024: The School District's annual match of an eligible employee's contribution will be $4,000 (approximately $166.67 per pay period). Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually.

ARTICLE VII
GROUP INSURANCE

Section 1. Eligibility: Qualifications will include those established by the School Board and the carrier of the coverage. Full-time employees are eligible for group insurance.

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

Section 3. Selection: The School Board will make the selection of insurance carriers and policies. The Management I-M Personnel will have representation on the School District Insurance Advisory Committee.

a. An employee may enroll in one of the hospital-medical and dental insurance programs provided by the School District. Effective beginning 2012-2013, employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to-year basis.

Section 4. Basic Group Health and Hospitalization Plans:

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

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

Effective July 1, 2025 – June 30, 2026

	Single	Employee +1	Family
High*	$621.58	$966.64	$1,548.73
Value	$755.53	$1,174.95	$1,882.48
HSA Plan	$594.68	$1,191.90	$1,908.19

Effective July 1, 2026 – June 30, 2027			
	Single	Employee +1	Family
High*	$621.58	$966.64	$1,548.73
Value	$855.44	$1,330.33	$2,131.42
HSA Plan	$686.97	$1,376.88	$2,204.34

*The High Plan is no longer available for new enrollment. All existing members on the High Plan will continue to receive the district contribution to the High Plan health insurance as indicated in the table above.

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

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

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

District contributions to the HSA trust account will be made each month. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

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

Section 5. Dental Insurance

a. Single Coverage: The School District will pay up to $28.00 per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan.

b. Family Coverage: The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee and paid by payroll deduction, minus the School District's contribution for single coverage. Whether the District offers family/dependent coverage is subject to the conditions as established by the carrier.

Section 6. Section 125 (Flexible Spending) Plan: The School District will provide a Section 125 Plan under the Internal Revenue code. This plan will be available to all employees. 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 commence July 1st through June 30th. There are three (3) components to the plan:

1. District provided health insurance premium deduction with pre-tax dollars.

2. Dependent care reimbursement account.
3. Medical expense reimbursement account.

Section 7. Group Term Life Insurance: The School District will pay the full premium for group term life insurance for all employees who qualify for and enroll in the School District's group term life insurance plan. Effective November 1, 2024, employees who qualify and enroll will be covered by group term life insurance in the amount of $300,000.

Section 8. Supplemental Group Term Life Insurance: Employees will have the option, subject to the conditions established by the School District's carrier for group term life insurance as provided in Section 7 of this Article, to purchase supplemental group term life insurance in the amounts of $50,000, $75,000, $100,000, $125,000, $150,000, $200,000, $300,000, or $400,000, not to exceed 4x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deductions.

Section 9. Long-Term Disability Income Protection: The School District will pay the full premium for coverage for the existing long-term disability income protection plan for all employees who qualify for and enroll in such coverage. This coverage will apply to total annual salary. Employees who have qualified for long-term disability insurance and who previously qualified for the School District's health and hospitalization insurance benefits will have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the employee at their expense.

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. Insurance Program Eligibility in the Event of Early Retirement: An employee who retires prior to age sixty-five (65) is eligible to participate in the group health or dental plans but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in accordance with conditions of the carrier and/or until the individual qualifies for coverage under another program.

Section 12. Married Couples in District with Family Coverage: When a Management I-M employee and their spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, and both employees enroll in the same hospitalization plan, the full premium will be paid by the School District.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Vacation:

Subd. 1. Vacation Allowance: Beginning July 1, 2026, employees shall receive 26 days of annual vacation. Vacation days will be accrued at a rate of one (1) day every two (2) weeks. New employees will earn a prorated amount based on date of hire.

Subd. 2. Use of Vacation: An employee shall be credited vacation days on July 1st of each year. Vacation must be scheduled and approved in advance with the employee's supervisor. Vacation may be used in ½ day increments. Vacation used during a fiscal year shall normally be limited to 26 days. Provided there are vacation days available, an employee may use more than 26 days in a year, with supervisor and Human Resources approval.

Subd. 3. Carryover of Vacation: Employees will be allowed to carryover up to 12 vacation days each year. All personal days will be converted, and employees will carry them into the next fiscal year as vacation.

*See Vacation Buyback and Sunset of Prior Bucket Interpretation MOU

Subd. 4. In the case of voluntary separation or removal for cause of an employee to whom vacation has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess. Vacation days will be paid out upon the end of employment up to a maximum of 25 days. Payout of vacation shall be calculated based on a 260-day calendar.

Subd. 5. Any concerns regarding the ability to use vacation will be handled through the meet and confer process.

Section 2. Emergency School Closing: In the event school starts late or is closed early due to inclement weather or other emergency situations, or an e-learning day is called, Management I-M's work assignment will be determined by the Superintendent or designee. In the event school is canceled at one or more locations due to inclement weather or other emergency situations, Management I-M will follow the direction of the Superintendent or designee regarding reporting to work and work duties.

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).

When staff are directed not to report, Management I-M employees will be available by phone and/or email for business related purposes during normal school hours on the cancelation day.

Section 3. Sick Time: Employees are entitled to use accrued sick time in accordance with Minnesota State law and the district's Earned Sick and Safe Time (ESST) policy. See the definition of "family member" and usage under the policy. The ESST policy is subject to change in accordance with state law.

Subd. 1. Earn and Accumulation: Full-time employees will accrue sick time at a rate of twelve (12) days per year (one day per month) and accrual for unused sick time will be unlimited. Employees working less than a full year will have their sick days pro-rated.

Subd. 2. Use: Sick time will be used in accordance with the School District's Earned Sick and Safe Time (ESST) policy, Paid Family Leave (PFL) policy, and applicable state and federal laws. Sick time may be used concurrently with approved leaves of absence (e.g., the Family Medical Leave Act (FMLA), Paid Family Leave (PFL), or the Americans with Disabilities Act (ADA)).

Absences for illness when sick time is exhausted, and the employee is not on an approved leave of absence from Human Resources (e.g., absences covered under the Family Medical Leave Act (FMLA), Paid Family Leave (PFL), or the Americans with Disabilities Act (ADA) will be considered unexcused and may require medical verification. Unexcused absences may result in disciplinary action, up to and including termination, once all sick time, vacation, and unpaid leave options have been exhausted.

Subd. 3. Medical Verification: If there is a question as to the eligibility of an employee for sick time, the School District reserves the right to verify the illness in accordance with Minnesota ESST law.

Subd. 4. Approval: Sick time will be approved only upon submission of an authorized sick time request form submitted to Human Resources.

Subd. 5. Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

a. 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 and/or an absence covered by the School District’s long-term disability insurance, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the employee and the employee's base rate of pay or the extent of the employee's earned accrual of sick time, if said employee is on accrued sick time.

b. An employee who is on accrued sick time will have a deduction made from the employee's accrued sick time balance according to the pro rata portion of days or sick time which is used to supplement Workers' Compensation and/or LTD payments.

c. The School District will make such payment 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 time pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.

e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments will submit their Workers' Compensation check and/or LTD payment, endorsed to the School District prior to receiving payment from the School District for this absence.

f. An employee who is unable to perform their duties and responsibilities due to an injury that occurs during the duty day as a result of a student-related incident, or parent/guardian related incident will be entitled to compensation without use of sick time for the first fifteen (15) days of absence. Thereafter, the compensation will be paid per Subd. 5. a. through e. of this Section.

g. If an employee incurs an injury as described in Subd. 5. f. of this Section, and such injury causes the employee to work less than full-time, the School District will continue to contribute its share of the cost of the health and hospitalization insurance plan in which the employee is enrolled.

Section 4. Medical Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a medical leave of absence according to the procedures outlined in this section. This leave will be granted in the event an employee needs to care for their own medical needs, or the needs of a qualifying family member as defined by state and federal provisions.

Subd. 2. Request: Requests for medical leave should be made as soon as the employee is aware of the need for a leave of absence. A leave of absence request should be completed as well as supporting medical documentation of the need.

Subd. 3. Duration: Leave may be granted for a period of time up to one year and runs concurrently with other applicable leaves which may include but is not limited to: a contractual long-term leave and Family Medical Leave Act (FMLA) leave. If additional leave is needed beyond one year, staff will need to contact Human Resources to place a request; however, additional leave is not guaranteed. Medical Leave may be taken intermittently.

Subd. 4. Approval of Leave: If the employee complies with all the provisions of this section and a medical leave is granted by the School District, the School District will notify the employee in writing of its action.

Subd. 5. Reinstatement: An employee returning from medical leave will be re-employed in the position occupied prior to the leave, or a comparable position, subject to state or federal job protections.

An employee returning from medical leave without state or federal job protections may be re-employed in the position occupied prior to the leave, or a comparable position, based on position availability and ability to perform job duties.

Subd. 6. 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. 7. Salary: An employee is able to use available vacation time through the duration of their medical leave. Sick time will be used in accordance with the district's ESST policy. If no sick or vacation time is available, the parties further agree that any medical leave of absence granted under this section will be a leave without pay.

Section 5. Bereavement Leave:

Subd. 1. Use: In accordance with the ESST policy, sick time and vacation time may be used for an employee's need to make arrangements for, or attend, funeral services or a memorial, or address financial or legal matters that arise after the death of a family member. If all accrued time (ESST, sick time, and vacation time) is exhausted and additional unpaid time is needed for bereavement, employees may request a short-term leave from Human Resources.

Section 6. 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 for jury duty 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. 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. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subd. 1 through 2 are met.

Section 7. Court Appearances:

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

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

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

Section 8. Child Care/Adoption/Foster Care Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a leave for the purpose of childcare of a newborn child, for the adoption of a child, or foster care of a child. The employee will be required to concurrently take applicable leaves in concurrence with state and federal laws, including, but not limited to, the Family Medical Leave Act (FMLA), MN Parental Leave, Paid Family Leave (PFL), and contractual Long-Term Leave. Employees may be granted partial or intermittent leaves of absence appropriate to the job assignment if agreed to by Human Resources. The District agrees to adhere to all applicable state and federal laws.

Subd. 2. Request: An employee making application for childcare leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption or foster care leave, the employee will inform Human Resources, in writing at the earliest opportunity, of the intention to take the leave. The District agrees to adhere to all applicable state and federal laws.

Subd. 3. Date of Leave: The effective beginning date of a childcare/adoption/foster care leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits taking into consideration the following:

a. Applicable state and federal law

b. The request of the employee.

c. The specific employment duties of the employee involved.

d. The health and welfare of the employee, unborn, adopted, or foster child.

e. The recommendation of the employee's licensed physician.

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

a. Grant any leave of more than twelve (12) months in duration.

b. Permit the employee to return to their employment prior to the date designated in the request for the 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 leave is granted by the School District, the employee will be notified in writing.

Subd. 6. Termination of Leave: Interruption of pregnancy will terminate the childcare leave. Human Resources may require at least 14 days' notice to return.

Subd. 7. Reinstatement: An employee returning from childcare/adoption/foster care leave on the agreed upon date will be re-employed in the position occupied prior to the leave, subject to the following conditions:

a. The position has not been abolished.

b. The employee is not physically or mentally disabled from performing the essential duties of such position.

c. Subject to state and federal job protections.

Subd. 8. Failure to Return: Failure of the employee to return pursuant to the date determined in this section will constitute grounds for termination by the School District unless the School District and the employee mutually agree to an extension of the leave.

Subd. 9. Experience Credit: An employee who returns from childcare/adoption/foster care 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.

Subd. 10. Salary: Sick time will be used in accordance with the district's ESST policy. An employee may be able to use available vacation or sick time through the duration of their leave in accordance with the district's Paid Family Leave (PFL) policy. If an employee receives payment from Paid Family Leave (PFL), the employee may have the option to use available sick or vacation time to supplement their pay in accordance with the district's Paid Family Leave policy. If no sick or vacation time is available, the parties further agree that any leave of absence granted under this section will be a leave without pay.

Subd. 11. Insurance: An employee on childcare/adoption/foster care leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions but will pay the entire premium for such programs as the employee wishes to retain, following FMLA.

Subd. 12. Notification to Return: An employee on childcare/adoption/foster care leave of absence will be sent a letter of assignment from Human Resources at least sixty (60) days prior to the specified return date of said leave. The employee will lose all re-employment rights if the employee refuses or fails to return the letter of assignment within ten (10) days of receipt.

Section 9. Long-Term Leave:

Subd. 1. Eligibility: Employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their School District employment. Additional leaves may be granted at the discretion of Human Resources.

Subd. 2. Purpose: Consideration for granting long-term leaves will be given for health reasons (self or family), family reasons, educational purposes, election to political office, approved travel or retraining or career change (not including employment in another school district).

Subd. 3. Requests: Requests for leave must be made at least thirty (30) days in advance, except in emergencies, and submitted to Human Resources for approval.

Subd. 4. Limit: The number of employees on approved leave in any school year will not normally exceed one (1) person.

Subd. 5. Duration: Leave may be granted for a period of time not to exceed one (1) year. Leaves for holding political office may be granted up to two (2) years. Additional leaves may be granted at the discretion of Human Resources but are not guaranteed.

Subd. 6. Insurance: An employee who is on an approved long-term leave is eligible to participate at their own expense in the health and hospitalization and dental program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 7. Benefit Accrual: An employee on approved long-term leave will retain their accrued benefits as of the beginning date of the leave. No benefits will accrue during the period that the employee is on leave.

Subd. 8. Notification to Return: An employee on long-term leave will be sent a notice from Human Resources according to the following schedule:

a. When the return date of said leave is intended to coincide with the opening of school, notification will be given by March 1 of the preceding school year.

b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 9. Reinstatement: An employee returning from long term leave for Education, Approved Travel, Family Reasons, Retaining or Career Change reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

a. The position is vacant.

b. That the position has not been abolished.

c. That the employee is not physically or mentally disabled from performing the essential duties of such position.

d. An employee returning from long term leave for health or election to political office reasons will be re-employed in the position occupied prior to the leave, subject to the follow conditions:

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

Subd. 10. Failure to Return Notice: The employee will lose all re-employment rights if they refuse or fail to return the notice within ten (10) days of receipt.

Section 10. Short-Term Leave: An employee may apply for a short-term leave of absence.

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

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

Subd. 3. Requests: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies.

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

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

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

Section 11. Religious Leave: Employees may be granted up to three (3) days of religious leave. Employees must make application, including a brief summary of the request, to Human Resources at least three (3) days prior to the religious leave. Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 3, Sick Time, or Section 1 Vacation, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

ARTICLE IX
GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any other member of the group to act on 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 as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the policy allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the supervisor and Human Resources. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided will 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. Adjustments of Grievance: The School Board and the employee will attempt to adjust grievances which may arise during the course of employment of any employee within the School District in the following manner:

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

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

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

Resources they will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director, Human Resources will issue a decision in writing to the parties involved.

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

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

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

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

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services (BMS) within the time periods provided herein will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Material Request: Upon appointment of the arbitrator, the appealing party will within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:

1) The issues involved
2) Statement of the facts
3) Position of the grievant

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

Subd. 5. Hearing: The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will be a hearing *de novo*.

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

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

Subd. 8. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written 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 of inherent managerial policy, which will include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Section 9. General:

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

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

ARTICLE X

DURATION

Section 1. **Term and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it will give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties will not commence meet and confer more than ninety (90) days prior to the expiration of this Agreement.

Section 2. **Effect:** The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

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

MEMORANDUM OF UNDERSTANDING

between

OSSEO AREA SCHOOLS, ISD 279
and
MANAGEMENT PERSONNEL I-M

TOPIC: Retirement Incentive

EFFECTIVE DATE: July 1, 2023

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 ("District"), and Management Personnel I-M, relating to disbursement of funds for the Retirement Incentive.

PURPOSE:

The purpose of this MOU is to designate how funds will be disbursed for the Retirement Incentive, contained in Article VI, Section 5, of the Terms and Conditions of Employment.

For the purpose of calculating this benefit, the calculation will be based on the employee's annual rate of pay divided by 225 days.

AGREEMENT:

Subject to the limitations listed below, the District will contribute funds relating to the Retirement Incentive as follows:

1. Seventy-five percent (75%) of funds shall be placed into a Post-Retirement Health Arrangement Plan. Employees who are exempted from participating in the Post-Retirement Health Arrangement Plan, according to IRS guidelines, must contribute one hundred percent (100%) of their Retirement Incentive into the Special Pay Deferral Plan referenced in paragraph 2 below.

2. The balance of the Retirement Incentive benefit shall be paid into a Special Pay Deferral Plan (403(b)). The District's annual contribution into the retiree's Special Pay Deferral Plan account must not exceed the IRS contribution limit during any given year. Any remaining balance will be paid into the Special Pay Deferral Plan in future consecutive years to the extent allowed by the IRS.

3. All District payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

4. This is the full and complete agreement relating to Retirement Incentive benefits.

MEMORANDUM OF UNDERSTANDING

between

OSSEO AREA SCHOOLS, ISD 279
and
MANAGEMENT PERSONNEL I-M

TOPIC: Professional Development LMC MOU

EFFECTIVE DATE: July 1, 2025 through June 30, 2027

A Labor Management Committee (LMC) will be developed to review Professional Development opportunities for Management I-M employees. The committee will consist of up to five (5) I-M representatives. The District will provide at least one (1) principal and at least one (1) staff member from the Equity Department on their team.

MEMORANDUM OF UNDERSTANDING

between

OSSEO AREA SCHOOLS, ISD 279
and
MANAGEMENT PERSONNEL I-M

TOPIC: Job Elimination Language Task Force

EFFECTIVE DATES: July1, 2025 – June 30, 2027

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 ("District"), and Management Personnel I-M.

PURPOSE:

As a result of the Evergreen wage study, the previous classification system has been eliminated and replaced with a comprehensive grading system.

The purpose of this MOU is to outline the agreement between the District and the Union regarding the creation and purpose of a task force to explore, analyze and recommend options regarding job elimination within the bargaining unit.

The District and the Union agree to the following:

1. Beginning in the 2026-2027 school year, the District and Union will organize a task force of representatives from both parties to explore, analyze, and recommend options regarding job elimination language in light of the newly implemented grading system.
2. The task force size will be limited to eight (8) total members, and numbers from each party need not be equal.
3. This MOU shall set no precedent between the parties. Any conflicts regarding this agreement will be handled through the grievance process set forth in the collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
MANAGEMENT PERSONNEL I-M

TOPIC: Vacation Buyback and Sunset of Prior Bucket Interpretation

EFFECTIVE DATES: July1, 2025 – June 30, 2027

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 ("District"), and Management Personnel I-M.

PURPOSE:

The purpose of this MOU is to outline the agreement between the District and the Union regarding a vacation buyback and the sunsetting of the "buckets" interpretation of the language. Prior interpretation of the language called for the creation of a carryover vacation accrual category ("bucket") disjoint from the regular vacation accrual category. This system proved cumbersome and difficult to track.

As a means to end this interpretation, the parties agree to the following:

- On June 30, 2026, the District will buy back vacation in excess of 12 days, up to a maximum of 6 days.
- The buyback will be based on the employee's daily base rate on June 30, 2026. The daily base rate will be calculated using a 260-day calendar.
- If an employee still has more than 12 days after the initial buyback on June 30, 2026, up to 4 will be frozen in the soon-to-be-obsolete carryover vacation accrual category. The remaining will roll over into the regular vacation category. This may result in an employee carrying over more than 12 days.
- A secondary buyback of the frozen carryover vacation will occur in November 2026 and will be based on the employee's daily base rate on November 1, 2026. The daily base rate will be calculated using a 260-day calendar.
- After November 2026, there will no longer be a carryover vacation accrual category. All vacation will be in one "bucket" and will be subject to the new carryover limit of 12.