

**AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**



**UNITING COMMUNITIES OF EXCELLENCE**

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

*AND*

**LICENSED COORDINATOR MANAGEMENT PERSONNEL**

**Effective Date: July 1, 2009 – June 30, 2011**

## TABLE OF CONTENTS

### ARTICLE I – PURPOSE

Section 1. Parties.....	1
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### ARTICLE II – RECOGNITION

Section 1. Recognition.....	1
Section 2. Appropriate Unit.....	1

### ARTICLE III – DEFINITIONS

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

### ARTICLE IV – SCHOOL DISTRICT RIGHTS

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

### ARTICLE V – COORDINATORS RIGHTS

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

### ARTICLE VI – COMPENSATION AND CONDITIONS

Section 1. Compensation.....	3
Section 2. Conditions.....	7
Section 3. Retirement Incentive Pay.....	7
Section 4. Work Year.....	8

### ARTICLE VII – GROUP INSURANCE

Section 1. Eligibility.....	8
Section 2. Enrollment.....	8
Section 3. Selection.....	8
Section 4. Deductible Health Insurance Plan.....	9
Section 5. Section 125.....	10
Section 6. Group Term Life Insurance.....	10
Section 7. Supplemental Group Term Life Insurance.....	10
Section 8. Long-Term Disability Income Protection.....	10
Section 9. Claims Against the School District.....	10

**ARTICLE VIII – LEAVES OF ABSENCE**

Section 1. Sick Leave.....11  
Section 2. Family Illness.....13  
Section 3. Bereavement Leave.....13  
Section 4. Jury Service.....13  
Section 5. Court Appearances.....13  
Section 6. Personal Leave.....14  
Section 7. Sabbatical Leave.....14  
Section 8. Child Care Leave/Adoption Leave.....16  
Section 9. Long-Term Leave.....18  
Section 10. Short-Term Leave.....19  
Section 11. Religious Holiday Leave.....20  
Section 12. Extended Leave of Absence.....20

**ARTICLE IX – GRIEVANCE PROCEDURE**

Section 1. Grievance Definition.....21  
Section 2. Representative.....21  
Section 3. Definitions and Interpretations.....21  
Section 4. Time Limitation and Waiver.....21  
Section 5. Adjustments of Grievance.....21  
Section 6. School Board Review.....22  
Section 7. Denial of Grievance.....22  
Section 8. Arbitration Procedures.....22  
Section 9. General.....24

**ARTICLE X – DURATION**

Section 1. Term and Reopening Negotiations.....24  
Section 2. Effect.....24  
Section 3. Finality.....24

**MEMORANDUM OF AGREEMENTS**

Licensed Coordinator Professional Performance Pay System.....25  
Professional Association Fund.....26  
Licensed Coordinator Severance Pay.....27  
Returning to Teaching (Experience Credit & Lane Placement).....28

## **ARTICLE I PURPOSE**

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

## **ARTICLE II RECOGNITION**

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

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

## **ARTICLE III DEFINITIONS**

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

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

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

## ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

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

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

## ARTICLE V COORDINATORS RIGHTS

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement will be construed to limit, impair, or affect the right of any employee or his/her 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 his/her will.

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

**Section 3. Personnel Files:**

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

**Subd. 2. Review:** A written request will be made to Human Resources. Human Resources will comply with a written request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review his/her 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.

**Subd. 3. Documentation of Contents:** The employee and a Human Resources representative will document the personnel file's contents before the employee is given the personnel file to review. The employee and Human Resources representative will document the contents of the personnel file at the termination of the review.

**Subd. 4. Right to Copy:** After the review and upon the employee's written request, the School District will provide the employee with a copy of the requested record. The School District may not charge a fee for the copy. With respect to employees who are separated from employment, upon the employee's written request, the School District will provide a copy of the personnel file to the employee. Providing a copy of the separated employee's personnel file to the employee satisfies the School District's responsibility to allow review as stated in Subd. 1. of this Section.

**Subd. 5. Right to Response:** The employee may submit for inclusion in his/her personnel file a written response to any material contained in such file.

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

**Section 4. Meet and Confer:** Representatives of Licensed Coordinator Management Personnel and the District agree to meet and confer during the term of this Agreement to discuss possible affects on employment relating to parent-teacher conferences; specifically when site coordinators and other employees are required to attend parent-teacher conferences, and whether conference release time or other solutions should be implemented.

## **ARTICLE VI COMPENSATION AND CONDITIONS**

### **Section 1. Compensation:**

**Subd. 1. Salary Guide:** The salary guide reflects the relevant factors of responsibility, administrative service, training and time.

- a. **Minimum Salary:** The minimum salary is determined by classification and work year (days). This factor is a combination of time and responsibility required to perform the administrative tasks assigned.

b. Experience: The experience increments are as follows:

Step	Year In-District Administrative Experience	Experience Increment
Step 1	0	\$0
Step 2	1	\$1,150
Step 3	2	\$2,200
Step 4	3	\$3,250
Step 5	4	\$4,300
Step 6	5	\$5,350
Step 7	6	\$7,450
Step 13 <sup>1</sup>	12	\$8,500
Step 18 <sup>2</sup>	17	\$9,550

<sup>1</sup>Experience Increment to be granted after twelve (12) years administrative experience in the School District.

<sup>2</sup>Experience Increment to be granted after seventeen (17) years administrative experience in the School District.

Adjustments in the experience factor will be necessary to implement the management salary schedule concept effective July 1, 1990. This initial placement will be done at the discretion of the School Board. Following this initial adjustment, Coordinators who have been placed below step seven (7), will move, annually, one step (an experience increment of \$1,150) until they reach step seven (7). Any Coordinator who qualifies for an experience step (13 or 17) upon reaching step seven (7) will move to the appropriate experience step. However, in no event will such movement exceed the value of one (1) years experience increment of \$1,150.

c. Training: The training increments are calculated as follows:

Training Level with Certification as Coordinator	Increment
Master's Degree	\$0
Master's Degree plus ten (10) semester credits	\$800
Master's Degree plus twenty (20) semester credits	\$1,500
Master's Degree plus thirty (30) semester credits	\$2,200
Master's Degree plus forty (40) semester credits	\$2,900
Specialist Degree, Sixth-Year Licensure Certificate Program, Professional Competency Portfolio Licensure, or two Professional Administrative Licensures in School Administration	\$3,600
Specialist Degree in School Administration plus ten (10) semester credits	\$4,300
Specialist Degree in School Administration plus twenty (20) semester credits	\$5,000
Specialist Degree in School Administration plus thirty (30) semester credits	\$5,700
Doctorate in School Administration	\$6,400

- d. Status of Salary Schedules: The salary schedules will not be construed as part of a Coordinator's continuing contract. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Coordinator will be compensated according to the last individual contract executed between the Coordinator and the School District until such time that a successor agreement is executed.
- e. Increment Advancement: An employee's advancement is subject to the right of the School Board to withhold experience increments, training increments, or any other salary increases for good and sufficient grounds. Employees shall receive reasonable notice if such salary increases are withheld according to this section.
- f. Placement on Schedule: Supervisory personnel receive credit for experience at the discretion of the superintendent of schools.

**SALARY GUIDE FOR LICENSED COORDINATOR MANAGEMENT PERSONNEL  
2009-2010**

<b>Title</b>	<b>Class</b>	<b>Work Year (Days)</b>	<b>Minimum</b>	<b>Experience</b>	<b>Training</b>	<b>Maximum</b>
Coordinator, Career and Technical Education	G3-A	218	\$74,144	\$0-9550	\$0-6400	\$90,094
Coordinator, District Activities	G3-A	218	\$74,144	\$0-9550	\$0-6400	\$90,094
Coordinator, Early Childhood Education	G3-A	218	\$74,144	\$0-9550	\$0-6400	\$90,094
Coordinator, Special Education	G3-A	218	\$74,144	\$0-9550	\$0-6400	\$90,094
Coordinator, Curriculum, Instruction and Educational Standards	G3-A	218	\$74,144	\$0-9550	\$0-6400	\$90,094
Coordinator, Adult Education	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, ELL	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, Health Services	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, Music	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, TAG	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, Data and Assessment	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041
Coordinator, Instructional Media	G3-B	218	\$73,091	\$0-9550	\$0-6400	\$89,041

**SALARY GUIDE FOR LICENSED COORDINATOR MANAGEMENT PERSONNEL  
2010-2011**

<b>Title</b>	<b>Class</b>	<b>Work Year (Days)</b>	<b>Minimum</b>	<b>Experience</b>	<b>Training</b>	<b>Maximum</b>
Coordinator, Career and Technical Education	G3-A	218	\$75,071	\$0-9550	\$0-6400	\$91,021
Coordinator, District Activities	G3-A	218	\$75,071	\$0-9550	\$0-6400	\$91,021
Coordinator, Early Childhood Education	G3-A	218	\$75,071	\$0-9550	\$0-6400	\$91,021
Coordinator, Special Education	G3-A	218	\$75,071	\$0-9550	\$0-6400	\$91,021
Coordinator, Curriculum, Instruction and Educational Standards	G3-A	218	\$75,071	\$0-9550	\$0-6400	\$91,021
Coordinator, Adult Education	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, ELL	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, Health Services	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, Music	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, TAG	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, Data and Assessment	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955
Coordinator, Instructional Media	G3-B	218	\$74,005	\$0-9550	\$0-6400	\$89,955

**Subd. 2. Management Factors:**

- a. **Management Factor I:** In addition to the compensation provided for in Subd. 1. of this Section, each employee, regardless of classification, will receive as additional salary, an amount equal to four percent (4%) of the employee's maximum annual salary as determined by Subd. 1. of this Section.
- b. **Management Factor II:** In addition to the compensation provided for in Subd. 1. of this Section, each employee, regardless of classification, will receive as additional salary \$18,000.
- c. **Management Factor III.** Effective 2010-2011, In addition to the compensation provided for in Subd. 1 of this Section, each employee, regardless of classification, will receive as additional salary \$300.00. This Management Factor is designed to allow employees to acquire the necessary technology and materials to perform their job functions.

## **Section 2. Conditions:**

Subd. 1. Lane Movement Deadline: Horizontal movement on the Coordinators' salary schedule, due to a change in approved professional training, will be recognized August 1<sup>st</sup> and January 1<sup>st</sup> of each school year. Written verification and completion of training will be needed prior to processing the request for lane change.

Subd. 2. Credits that Qualify: Credits for horizontal lane movement on the Coordinators' salary schedule may consist of graduate credits and/or approved board credits. Graduate credits will be in the administrative and/or related field(s). Board credits used for horizontal lane movement must be related to the Coordinator's assignment and have prior approval of the Assistant Superintendent, Human Resources. Ten (10) semester credits are required for lane movement. A minimum of five (5) semester graduate credits is required per lane change. Approved board credits may be granted to a maximum of five (5) semester credits per lane change. All credits must be earned after the granting of the degree.

## **Section 3. Retirement Incentive Pay:**

Subd. 1. Exclusion: This Section will apply only to licensed Coordinators whose service, in any capacity with the School District, has been full-time as defined by this Agreement and whose service began prior to July 1, 1998. For licensed Coordinators whose employment began after this date, the provisions of this section will not be applicable.

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

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

Subd. 4. Determination of Daily Rate: In applying these provisions, the daily rate of pay for Coordinators will be based upon the total annual compensation at the time of retirement which includes the employee's minimum salary amount plus experience factor, training factor and the management factors as designated.

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

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

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

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

**Section 4. Work Year:** The Coordinators' work year is defined in Section 1, of this Article. A Coordinator may be allowed to reschedule his/her work year up to a maximum of seven (7) days from a time school is in session to days when school is not in session. The adjustment will not normally be granted for the first and last days of school.

The Coordinator's work year calendar is to be submitted to the appropriate Director or Assistant Superintendent for approval.

## **ARTICLE VII GROUP INSURANCE**

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

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

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

Subd. 1. Insurance:

- a. A Coordinator must enroll in one of the hospital-medical and dental insurance programs provided by the School District.
- b. The full premium cost for the plans in which the Coordinator enrolls will be borne by the employee and paid for by payroll deduction.

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

For coordinators hired on or after July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any coordinator with seven (7) or more years of continuous employment in the district in any capacity who retires after reaching the age of fifty-five (55) until the coordinator qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

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

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

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

**Section 4. Deductible Health Insurance Plan**: Effective January 1, 2007 the School District will make available an optional high deductible group health and hospitalization plan. The plan will provide a deductible of \$1000 per year for single coverage and \$2000 per year for employee +1 or family coverage.

Subd. 1. VEBA Contribution: For those employees who elect to participate in the high deductible plan, the School District will make a contribution to a VEBA trust as follows:

- a. For employees who select single coverage, the School District will contribute \$504 annually.
- b. For employees who select employee +1 coverage, the School District will contribute \$1020 annually.
- c. For employees who select family coverage, the School District will contribute \$1200 annually.

Subd. 2. Participants who enroll in the high deductible plan will receive the VEBA contributions in equal installments consistent with the payroll cycle.

Subd. 3. The School District will pay the cost of the administration of the plan and the cost of the trustee.

**Section 5. Section 125 Plan.** The School District will provide a Section 125 Plan under the Internal Revenue code for all licensed Coordinators.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a “Cafeteria Plan” for federal income tax purposes. The plan year will commence January 1<sup>st</sup> through December 31<sup>st</sup> of each year. There are three (3) components to the plan:

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

**Section 6. Group Term Life Insurance:** The School Board will pay full premium for group term life insurance for all Coordinators employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Coordinators who qualify and enroll will be covered by group term life insurance to a maximum of \$50,000.

**Section 7. Supplemental Group Term Life Insurance:** Coordinators will have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 5 of this Article, to purchase supplemental group term life insurance in the amounts of \$50,000 or \$75,000. However, a Coordinator will purchase an additional \$100,000 supplemental life policy at the group rate. In the event of early retirement, a Coordinator may continue to purchase this policy until he/she reaches the age of 65.

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

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

**ARTICLE VIII  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

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

- a. Amount: Coordinators who hold long-term disability insurance provided by the School Board, will be granted unlimited sick leave up to sixty (60) days per occurrence. Such employees will go on LTD when eligible and the School Board will supplement LTD payment to the extent that the employee income will equal his/her regular take home pay for the period immediately prior to his/her illness or disability. In addition, the School Board will pay employee and employer contributions to retirement and social security based on the employee's gross salary. When the employee ceases receiving LTD payments and returns to full employment, he/she will be eligible for sick leave under the same conditions.
- b. Earn & Accumulation: Full-time Coordinators will accrue sick leave at the rate of twelve (12) days per year (one day per month) and accrual for unused sick leave will be unlimited. Employees working less than a full year will have their sick leave days pro rated.
- c. Use-Pregnancy: An employee may utilize available sick leave, subject to the provisions of this Section and Section 8 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such an employee will notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. A licensed physician will determine the definition of disability.
  1. An employee (other than the mother) may utilize up to ten (10) days of sick leave in connection with the birth of their child. Such leave will be deducted from Family Illness Leave.
  2. An employee may utilize up to 30 days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of this Article.

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

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

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

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

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

- a. A Coordinator who is absent from work as a result of a compensable injury in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School Board's long-term disability insurance, the School Board will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the employee and the employee's base rate of pay or the extent of the employee's earned accrual of sick leave, if said employee is on an accrued sick leave basis. (See Subd. 1b)
- b. A Coordinator who is on an accrued sick leave basis will have a deduction made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c. Such payment will be paid by the School Board to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments will submit his/her Workers' Compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.
- f. A Coordinator who is unable to perform their duties and responsibilities due to a physical assault resulting in an injury which occurs while on duty as a result of a work related incident will be entitled to compensation without use of sick leave for the first three (3) days of absence. Thereafter, the compensation will be paid per Subd. 6, a-e above.
- g. If a Coordinator incurs an injury as described in f. above, and such injury causes the employee to work less than full-time, the School District will continue to contribute its share of the cost of the health and hospitalization insurance plan that the employee is enrolled in.

## **Section 2. Family Illness:**

Subd. 1. Use: Coordinators will be granted up to a maximum ten (10) days absence per year upon approval of the Assistant Superintendent, Human Resources, for illness in the Coordinator's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, or guardian and any other relative or non-relative who stands in the same relationship with the employee.

## **Section 3. Bereavement Leave:**

Subd. 1. Use-Immediate Family: Full-time Coordinators will be granted up to five (5) days for absence due to death of each member of the Coordinator's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee.

Subd. 2. Use-Not Immediate Family: Absence due to the death of a person, not listed in Subd. 1 will be limited to one (1) day per year.

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

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

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

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

## **Section 5. Court Appearances:**

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

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

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

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

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

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

Subd. 3. Exclusion: A personal leave day may be granted the first or last days of the student school year; however, the leave will only be granted for special circumstances with written explanation by the coordinator and approval of the Assistant Superintendent, Human Resources.

**Section 7. Sabbatical Leave:**

Subd. 1. Purpose: A maximum of one (1) year or two (2) semesters, or three (3) quarters, may be granted to full-time Coordinator for the purpose of professional improvement through study, subject to the conditions established by the School Board. The minimum length of time which may be granted for a sabbatical leave is one (1) quarter. A sabbatical leave will not be granted for more than an accumulative total of one (1) year to any Coordinator in the School District during the duration of his/her service.

Subd. 2. Additional Leaves: Upon returning from a sabbatical leave of less than one (1) year, a Coordinator will not be eligible for another sabbatical leave until he/she has completed one (1) calendar year of service in the School District. Eligibility determination will be based upon the date of return to service.

Subd. 3. Eligibility: To be eligible for sabbatical leave, a Coordinator must have completed seven (7) years of employment in the School District.

Subd. 4. Prior Approval: Sabbatical leave will be limited to supervisors centering their study in their area of major concentration and will not be used for retraining in a new area except at the request of the administration. The proposed program of study must be approved in advance by the superintendent of schools.

Subd. 5. Request Deadline: Applications for a full year sabbatical leave will be submitted in writing to the Assistant Superintendent, Human Resources at the earliest possible date, but in no case will this be after April 1 prior to the school year in which the leave is to be taken. Applications for sabbatical leaves of less than a full year must be submitted in writing to the Assistant Superintendent, Human Resources at least three (3) months prior to the beginning date of the sabbatical leave being sought.

Subd. 6. Application: The application for a sabbatical leave will contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 7. Limit: The number of Coordinators on sabbatical leave at any one time will be limited to one and one-half percent (1-1/2%) of the full-time Coordinators of the School District.

Subd. 8. Selection: If the number of requests for sabbatical leave exceeds the limitation, priority will be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service. The granting of sabbatical leave, however, is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all sabbatical leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 9. Calculation of Pay: The allowance granted to a Coordinator on sabbatical leave will be based on one half (1/2) the base contract salary of the individual for the school term during which the leave takes place. However, upon request from the Coordinator on sabbatical leave, the School Board will pay seventy-five percent (75%) of the base contract salary during the school term in which the leave takes place. In the term following the sabbatical leave, twenty-five percent (25%) of the previous school term's base contract salary will be deducted from the Coordinator's new base contract salary.

Subd. 10. Return to Service: A Coordinator who is granted a sabbatical leave of one (1) school year must pledge himself/herself to supervise in the School District for two (2) full years following the termination of the leave. A Coordinator granted a sabbatical leave of less than one (1) year must pledge himself/herself to supervise in the School District for one (1) full year following the termination of the leave. If the Coordinator's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the time period as stated above, he/she will pay back to the School Board the pro rata part of the sabbatical allowance.

Coordinators granted sabbatical leave will enter into a written agreement with the School Board for the repayment of monies and benefits paid by the School District for the Coordinator's noncompliance with this section.

Subd. 11. Return to Position: Upon expiration of the sabbatical leave, the individual will have the privilege of returning to the position held prior to the leave, unless such position has been discontinued pursuant to M.S. 122A.40.

Subd. 12. Experience Credit: A year of sabbatical leave will not be counted as a year of experience on the salary schedule.

## **Section 8. Child Care/Adoption Leave:**

Subd. 1. Purpose: A Coordinator, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The Coordinator will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Coordinators may be granted partial leaves of absence appropriate to the job assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9. Long-Term Leave:** Eligibility: Coordinator's with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

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

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

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

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

- Approved Travel
- Education
- Election to Political Office
- Health
- Retraining or Career Change
- Family Reasons (Issues)

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

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

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

Subd. 7. Reinstatement: An employee returning from long term leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

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

**Section 10. Short-Term Leaves:** Full-time Coordinators may apply for a short-term leave of absence.

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

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the 2009-2011 Agreement.

Subd. 3. Requests: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a Leave of Absence Request (PF 21) and will clearly state the reason for such request.

Any special conditions or arrangements established by the Coordinator for a short-term leave will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

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

Subd. 5. Eligibility: Short-term leave will normally be available no more than once during the 2009-2011 Agreement.

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

**Section 11. Religious Holiday Leave:** Coordinators may be granted up to three (3) days for religious holiday leave. Coordinators must make application giving full particulars to Human Resources at least three (3) days prior to the religious holiday leave. Upon approval, Human Resources will notify the Coordinator's immediate supervisor to make the necessary arrangements allowing the Coordinator to make up the days at some other prearranged time. However, a Coordinator may utilize provisions outlined in Section 6, Personal Leave, or Section 1, Sick Leave, if so desired. If the Coordinator chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time will more than two percent (2%) of the Coordinators be granted religious holiday leave on a given contract day.

**Section 12. Extended Leave of Absence:**

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46. and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves, if, in the judgment of the School Board, such leaves should not be granted.

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

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

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

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

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

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

## ARTICLE IX GRIEVANCE PROCEDURE

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

**Section 2. Representative:** The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 3. Definitions and Interpretations:**

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

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

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

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

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

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

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

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

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

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Assistant Superintendent, Human Resources, the Assistant Superintendent, Human Resources will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Assistant Superintendent, Human Resources will issue a decision in writing to the parties involved.

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

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

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

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

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

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

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

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party will within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:
  1. statement of the issues involved,
  2. statement of the facts, and
  3. position of the grievant.
- b. The School Board will make a similar submission of information in accordance with Subd. 4a above.

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

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

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

Subd. 8. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Policy; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

**Section 9. General:**

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

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

**ARTICLE X  
DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing on July 1, 2009 through June 30, 2011. In the event a successor agreement is not entered into prior to the commencement of school in 2009 a Coordinator will be compensated according to the last individual contract executed between the Coordinator and the School District until such time that a successor agreement is executed. If either party desires to modify or amend this Agreement commencing on July 1, 2009, it will give written notice of such intent no later than May 1, 2009. Unless otherwise mutually agreed, the parties will not commence meet and confer more than ninety (90) days prior to the expiration of this Agreement.

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

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

**MEMO OF UNDERSTANDING**  
**BETWEEN**  
**OSSEO AREA SCHOOLS (ISD 279) & LICENSED COORDINATORS MANAGEMENT**  
**PERSONNEL**

**TOPIC: Licensed Coordinators Professional Performance Pay System**

**EFFECTIVE DATE: July 1, 2009**

**AGREEMENT:**

It is mutually understood that the School District and Licensed Coordinators Management Personnel will establish a Labor-Management Committee designed to study and develop a performance based professional pay system. The Professional Performance Pay System shall be to be considered for possible inclusion in the 2009-2011 Licensed Coordinators Terms and Conditions of Employment and subsequent Terms and Conditions of Employment thereafter.

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

- ❖ Reward effective administration and student learning
- ❖ Allow for continuous improvement
- ❖ Enhance professional expertise
- ❖ Promote collaboration
- ❖ Include objective, measurable and attainable eligibility criteria
- ❖ Attract and retain quality licensed coordinators
- ❖ Be understandable

The Labor-Management Committee will be comprised of members of Licensed Coordinators Management Personnel bargaining group appointed by said members, and members of administration appointed by the Assistant Superintendent, Human Resources. The committee will have equal membership. The committee will be co-chaired by a Licensed Coordinators Management Personnel bargaining group representative and a School District administrator.

The creation and implementation of a new professional performance pay system will be determined only by mutual agreement between the Licensed Coordinators and District administration through this Labor-Management Committee.

Should such a professional performance pay system be established, the Experience Increment referenced in Article VI, subd. 1(b) shall then be referenced as a "Performance Increment."

The amount of the performance pay stipend shall be \$2,500.00 annually.

**MEMO OF UNDERSTANDING**  
**BETWEEN**  
**OSSEO AREA SCHOOLS (ISD 279) & LICENSED COORDINATORS MANAGEMENT**  
**PERSONNEL**

**TOPIC: Professional Associations Fund**

**EFFECTIVE DATES: July 1, 2009**

**AGREEMENT:**

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

**Professional Dues**

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

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

**MEMO OF UNDERSTANDING**  
**BETWEEN**  
**OSSEO AREA SCHOOLS (ISD 279) & LICENSED COORDINATORS MANAGEMENT**  
**PERSONNEL**

**TOPIC: Licensed Coordinators Severance Pay**

**EFFECTIVE DATES: July 1, 2009 – June 30, 2011**

**AGREEMENT:**

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

- Severance Pay Deferral Plan (403(b)) – the maximum allowed by the IRS contribution limit, up to \$49,000.

Any remaining balance will be paid into the Severance Deferral Plan in future consecutive fiscal years to the extent allowable by the IRS until \$49,000 has been contributed; then

- Post Retirement Health Care Savings Plan – the balance of severance pay.

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

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements. This agreement does not set any precedent for any future issue.

**MEMO OF UNDERSTANDING**  
**BETWEEN**  
**OSSEO AREA SCHOOLS (ISD 279) & LICENSED COORDINATORS MANAGEMENT**  
**PERSONNEL**

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

**EFFECTIVE DATES: July 1, 2009 – June 30, 2011**

**AGREEMENT:**

By mutual agreement, we will conduct further discussions during the term of the 2009-2011 Terms and Conditions of Employment to study and develop clarification about the experience credit and lane placement in the teacher's contract of a Licensed Coordinator returning to a teaching position. The purpose of these discussions will be to explore what, if any, possible contract language changes need to occur regarding this topic such that it will be mutually beneficial to the School District and the Licensed Coordinators. The committee exploring this issue will be made up of representatives from the School District administration and the Licensed Coordinators. If a Licensed Coordinator returns to a teaching position in the interim, we agree to meet and discuss a satisfactory experience credit and lane placement of the Licensed Coordinator.