



UNITING COMMUNITIES OF EXCELLENCE

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

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

AND

MANAGEMENT PERSONNEL I-M

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

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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, and the Management Personnel Committee, hereinafter referred to as MPC, 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

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

Section 2. Appropriate Unit: The MPC will represent all management personnel of the School District as defined in this Agreement and in the PELRA.

Section 3. Meet and Confer: The representatives of the School Board will meet with the MPC a minimum of once every four (4) months for the mutual exchange of ideas and to discuss matters that are not terms and conditions of employment.

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 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.

Section 2. Management Personnel: Will mean any person employed by the School Board in a management position. The term "management personnel" as used herein will not include Superintendent, Assistant Superintendents, Principals, Assistant Principals, "supervisory employees", or "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 MPC 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.

Section 2. Management Responsibilities: The MPC 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 MPC 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 MANAGEMENT PERSONNEL RIGHTS

Section 1. Right to Views: 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 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. The School District will not be required to provide an employee with an opportunity to review his/her personnel file if he/she has reviewed the personnel file during the previous six months; except that, upon separation from employment, an employee may review his/her personnel file only once at any time within one year after separation.

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 by law.

Section 4. Credit Union Deductions: Management employees will have the right to request payroll deductions for one (1) credit union selected by the School District.

Subd. 1. Authorization: Upon receipt of properly executed authorization card of the employee, the School District will make the designated deduction per paycheck.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the Payroll Department by the employee and will continue in effect until revoked by the employee on a form provided by the School District's Payroll Department. Application for credit union deduction will be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

**ARTICLE VI
COMPENSATION AND CONDITIONS**

Section 1. Compensation:

Subd. 1. Salary Guide: This salary plan reflects the relevant factors of responsibility, administrative service, training and work year.

- a. Minimum Salary: Minimum salary is determined by classification and work year (days).
- b. Experience: The experience increments are as follows:

Step	Years of In-District Administrative Service	Experience Increment
1	0	\$0
2	1	\$1150
3	2	\$2200
4	3	\$3250
5	4	\$4300
6	5	\$5350
7	6	\$7450
13 ¹	12	\$8500
18 ²	17	\$9550

¹Experience Step to be granted after twelve (12) years of administrative experience in the School District.

²Experience Step to be granted after seventeen (17) years of administrative experience in the School District.

- c. Training: Training increments are calculated as follows:

Training	Increment	Increment As of 6-1-10
No Degree	\$0	\$0
Bachelor's or above	\$700	\$1,000
Bachelor's Degree plus twenty (20) semester credits	\$1,100	\$1,200
Master's Degree	\$1,300	\$1,300

SALARY GUIDE FOR 2009-2010

Title	Class	Work Days	Minimum	Experience	Training	Maximum
Coordinator, Purchasing/Warehousing	I-1	260	\$65,501	\$0-9550	\$0-1300	\$76,351
Coordinator, Community Education	J-1	260	\$63,428	\$0-9550	\$0-1300	\$74,278
Coordinator, Equity and Integration	J-1	260	\$63,428	\$0-9550	\$0-1300	\$74,278
Coordinator, Building and Grounds	J-1	260	\$63,428	\$0-9550	\$0-1300	\$74,278
Coordinator, Information Systems	J-1	260	\$63,428	\$0-9550	\$0-1300	\$74,278
Coordinator, K-12 Operations	J-1	260	\$63,428	\$0-9550	\$0-1300	\$74,278
Coordinator, Custodial Services	K-1	260	\$61,354	\$0-9550	\$0-1300	\$72,204
Coordinator, Human Resources	K-1	260	\$61,354	\$0-9550	\$0-1300	\$72,204
Coordinator, Health and Safety	K-1	260	\$61,354	\$0-9550	\$0-1300	\$72,204
Coordinator, Transportation	K-1a	260	\$56,379	\$0-9550	\$0-1300	\$67,229
Coordinator, K-12 Operations	K-1a	260	\$56,379	\$0-9550	\$0-1300	\$67,229
Secondary Business Manager	L-1	260	\$52,234	\$0-9550	\$0-1300	\$63,084
Assistant Coordinator, Buildings & Grounds	L-1	260	\$52,234	\$0-9550	\$0-1300	\$63,084
Coordinator, Community Education	L-1	260	\$52,234	\$0-9550	\$0-1300	\$63,084
Accountant, Business Services	L-1a	260	\$50,991	\$0-9550	\$0-1300	\$61,841
Accountant, Student Services	L-1a	160	\$50,991	\$0-9550	\$0-1300	\$61,841
Coordinator, Publications	L-1a	260	\$50,991	\$0-9550	\$0-1300	\$61,841
Coordinator, Research, Assessment and Accountability	L-1a	260	\$50,991	\$0-9550	\$0-1300	\$61,841
Supervisor, School Nutrition	L-1a	260	\$50,991	\$0-9550	\$0-1300	\$61,841
Community Education Program Manager	L-2	260	\$48,506	\$0-9550	\$0-1300	\$59,356
Wellness Program Manager	L-2	260	\$48,506	\$0-9550	\$0-1300	\$59,356
Administrative Assistant, Secondary Schools	M-3	200	\$42,699	\$0-9550	\$0-1300	\$53,549

SALARY GUIDE FOR 2010-2011

<u>Title</u>	<u>Class</u>	<u>Work Days</u>	<u>Minimum</u>	<u>Experience</u>	<u>Training</u>	<u>Maximum</u>
Coordinator, Purchasing/Warehouse	I-1	261	\$66,320	\$0-9550	\$0-1300	\$77,170
Coordinator, Community Education	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Equity and Integration	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Building and Grounds	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Enterprise Technology	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Technical Support Services	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Information Systems	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, K-12 Operations	J-1	261	\$64,221	\$0-9550	\$0-1300	\$75,071
Coordinator, Custodial Services	K-1	261	\$62,121	\$0-9550	\$0-1300	\$72,971
Coordinator, Human Resources	K-1	261	\$62,121	\$0-9550	\$0-1300	\$72,971
Coordinator, Health and Safety	K-1	261	\$62,121	\$0-9550	\$0-1300	\$72,971
Coordinator, Transportation	K-1a	261	\$57,084	\$0-9550	\$0-1300	\$67,934
Coordinator, K-12 Operations	K-1a	261	\$57,084	\$0-9550	\$0-1300	\$67,934
Secondary Business Manager	L-1	261	\$52,887	\$0-9550	\$0-1300	\$63,737
Assistant Coordinator, Buildings & Grounds	L-1	261	\$52,887	\$0-9550	\$0-1300	\$63,737
Coordinator, Community Education	L-1	261	\$52,887	\$0-9550	\$0-1300	\$63,737
Accountant, Business Services	L-1a	261	\$51,628	\$0-9550	\$0-1300	\$62,478
Accountant, Student Services	L-1a	261	\$51,628	\$0-9550	\$0-1300	\$62,478
Coordinator, Publications	L-1a	261	\$51,628	\$0-9550	\$0-1300	\$62,478
Coordinator, Research, Assessment and Accountability	L-1a	261	\$51,628	\$0-9550	\$0-1300	\$62,478
Supervisor, School Nutrition	L-1a	261	\$51,628	\$0-9550	\$0-1300	\$62,478
Community Education Program Manager	L-2	261	\$49,112	\$0-9550	\$0-1300	\$59,962
Wellness Program Manager	L-2	261	\$49,112	\$0-9550	\$0-1300	\$59,962
Administrative Assistant, Secondary Schools	M-3	200	\$43,233	\$0-9550	\$0-1300	\$54,083

Subd. 2. Certification/License Incentive Pay: Certification/license incentive pay in the amount of \$500 will be paid to an employee who completes a certification or license that is granted by an independent governing board that is nationally recognized or recognized by the state of Minnesota in the field for professional certification or licensure. The certification/licensure incentive pay maximum is \$500, regardless of how many certifications/licenses an employee completes. The certification/license incentive pay is in addition to the training increment described in Subd. 1.c. of this Section and is not contingent on obtaining any level on the training increment schedule. The certification/license must be related to the employee's assignment and must be approved by the Assistant Superintendent, Human Resources. The employee must maintain a current copy of the certification/license in their personnel file to receive the annual incentive pay.

Subd. 3. 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.

Section 2. Conditions:

Subd. 1. Training Increment Movement Deadline: Training increment movement on the Management I-M salary schedule, due to a change in approved professional training, will be recognized July 1st and January 1st of each school year for 260/261 day employees and August 1st and January 1st of each year for 200 day employees. Written verification and completion of training will be needed prior to processing the request for training increment change.

Subd. 2. Experience Increment Movement: Experience Increment movement on the Management I-M salary schedule, due to years of service, will occur on July 1st of each school year, provided the employee worked for at least half the school year prior to July 1.

Subd. 3. Credits that Qualify: Credits for training increment movement on the Management I-M salary schedule must be related to Management I-M employee's assignment and have prior approval of the Assistant Superintendent, Human Resources. All credits must be earned after the granting of the degree.

Subd. 4. Increment Advancement: An employee's advancement is subject to the right of the School Board to withhold experience increments, training increments, or other salary increases for good and sufficient grounds. Employees shall receive reasonable notice if such salary increases are withheld according to this section.

Subd. 5. Placement on Schedule: Newly hired employees may receive credit for experience outside the School District at the discretion of the Assistant Superintendent, Human Resources.

Subd. 6. Work Year: The length of the full work year is 260 workdays for Class I-1, J-1, K-1, K-1a, L-2, L-1 and L-1a, which includes the allowance for vacation, sick leave and paid holidays. The School District reserves the right to determine the length of the work year of all employees. If the scheduled work year exceeds 260 workdays (e.g., leap year), the employee will be compensated for the additional scheduled days at their established daily rate of pay.

Subd. 7. Holidays: Eleven (11) paid holidays will be observed for 260-day employees in 2009-2010 and 2010-2011. The School Board will determine these holidays prior to July 1st each year. Any holiday specified above which falls within an employee's vacation period will not count as a vacation day.

Subd. 8. Vacations: 260/261-day employees will be eligible for paid vacation in accordance with the following schedule:

Months/Years of Consecutive Employment in the School District	Paid Vacation Days
After 6 (six) months	5 days
After 1 (one) year	5 days (Total 10 days/year)
After 3 (three) years	15 days
After 4 (four) years	16 days
After 5 (five) years	17 days
After 6 (six) years	18 days
After 7 (seven) years	19 days
After 8 (eight) years	20 days
After 9 (nine) years	21 days
After 10 (ten) years	22 days
After 11 (eleven) years	23 days
After 12 (twelve) years	24 days
After 13 (thirteen) years	25 days

Subd. 9. Conditions for Vacation Allowance:

- a. Vacation must be earned prior to the time it is taken. The annual earned vacation period is July 1 through June 30. Earned vacation will be posted to employee leave accounts on July 1 each year.
- b. Vacation time will not be accumulated; this means that the vacation posted to an employee's leave account on July 1 must be used by the employee no later October 1st of the following year (i.e., 15 months).
- c. Vacation must be scheduled in advance with the employee's supervisor and must be approved by the Assistant Superintendent, Human Resources.
- d. An employee resigning prior to an earned vacation period (anniversary date) is entitled to a pro-rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks notice of proposed termination date. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.
- e. The Assistant Superintendent, Human Resources will determine the initial placement of employees on the vacation schedule, but in no case will employees be initially placed higher than the three-year level (15 days). Employees who are advanced placed on the vacation accrual schedule will move up the vacation accrual schedule from the level of initial placement on a yearly increment basis.

Section 3. 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.

Exception: The employees who are in the following job titles that were added in the 1999-2001 Agreement on Terms and Conditions of Employment for Management Personnel I-M will receive seniority credit for prior service in the Communications Personnel and Non-Licensed Supervisory Employees units: Accountant; Coordinator, Publications; Coordinator, Research and Evaluation; and Supervisor, Food Services.

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 the employer, to perform the duties of the new position assumed.
- b. **Length of Work Year:** Employment status increases with the length of an employee's work year. In determining like employment status, 260/261 days will be viewed as higher status than 200 days.

- c. Classifications: The following will be considered separate classifications: I1, J1, K1, K1a, L1, L1a, L2, L3, and M3.
- d. 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, 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, the Assistant Superintendent, 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. The employer 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. The employer 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. The employer 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 the Assistant Superintendent, 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 4. 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 defined by this Agreement and whose service began prior to July 1, 1998. For employees whose employment began after this date, 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 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 fifty (150) days times his/her daily rate of pay.

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, which includes the employee's minimum salary amount plus experience factor, training factor and the management factors as designated. For the purposes of calculating retirement incentive pay, the daily rate of pay will be based on total contract workdays, exclusive of vacation and holidays. For employees in Class I-1, J-1, K-1, K-1a, L-1, L-1a, and L-2 the daily rate will be based on 224 days (260 days minus 25 vacation days minus 11 holidays). For employees in Class L-3 and M-3, the daily rate will be based on 200 days.

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 his/her 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 he/she 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. 9. Exceptions: Retirement incentive pay will not be granted to any employee who is discharged by the School District.

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's 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 Personnel Committee will have representation on the School District Insurance Advisory Committee.

- a. An employee 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 employee enrolls will be borne by the employee and paid for by payroll deduction.
- c. Insurance Program Eligibility After Age 65: Selected insurance coverage will continue beyond the employee's 65th birthday as permitted by law. The retiree will pay the premium as determined by the insurance carrier.

Section 4. Deductible Health Insurance Plan: The School District makes available an optional high deductible group health and hospitalization plan. The plan provides a deductible of \$1000 per year for single coverage and \$2000 per year for employee +1 or family coverage.

- a. 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:
 - For employees who select single coverage, the School District will contribute \$504 annually. Effective July 1, 2010, the School District will contribute \$624.00 annually.
 - For employees who select employee +1 coverage, the School District will contribute \$1020 annually. Effective July 1, 2010, the School District will contribute \$1,140.00 annually.
 - For employees who select family coverage, the School District will contribute \$1200 annually. Effective July 1, 2010, the School District will contribute \$1,320.00 annually.
- b. Participants in the high deductible plan will receive the VEBA contributions in equal installments consistent with the payroll cycle.
- c. 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. 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 January 1st through December 31st 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 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. Employees 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: 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 6 of this Article, to purchase supplemental group term life insurance in the amounts of \$75,000, \$100,000, \$125,000 or \$150,000 not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deductions.

Section 8. Long-Term Disability Income Protection: The School District will pay the full premium for coverage for the 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 all employees at his/her expense.

Section 9. Claims Against the School District: It is understood that the School District 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 10. 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 he/she qualifies for coverage under another program.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

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

- a. Amount: Employees who hold long-term disability (LTD) 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 District will supplement LTD payment to the extent that the employee's income will equal his/her regular take home pay for the period immediately prior to his/her illness or disability. In addition, the School District 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 and Accumulation: Full-time employees will accrue sick leave at a 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 7 of this Article for periods of disability relating to pregnancy, miscarriage, abortion or childbirth. 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 period of disability. The definition of disability will be as reasonably determined by a licensed physician.

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

Subd. 3. Medical Verification: The School District 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 District.

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 District.

Subd. 6. Use - 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 leave, if said employee is on an accrued sick leave basis. (See Subd. 1.b. of this Section.)
- b. An employee who is on accrued sick leave basis will have a deduction made from the employee's accrued sick leave according to the pro rata portion of days or sick leave 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 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 District prior to receiving payment from the School District for this absence.
- f. An employee who is unable to perform his/her 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 leave for the first three (3) days of absence. Thereafter, the compensation will be paid per Subd. 6. a. through e. of this Section.
- g. If an employee incurs an injury as described in Subd. 6. 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 2. Family Illness:

Subd. 1. Use: Employees may be granted up to a maximum ten (10) days absence for illness in the employee's or spouses immediate family. The immediate family will include father, mother, sister, brother, husband, wife, children who do not meet the minor child definition of M.S. §181.94¹, 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. Such absences will be deducted from accrued sick leave.

¹M.S. §181.94 defines "child" as an individual less than eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school. Article VIII, Section 1, Subd. 2.b. applies in the event of minor child illness.

Section 3. Bereavement Leave:

Subd. 1. Use-Immediate Family: Employees will be granted up to five (5) days for absence due to death of each member of the employee'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. Such absences will be deducted from accrued sick leave.

Subd. 2. Use-Not Immediate Family: Absence due to death of a person, not listed in Subd. 1. of this Section, will be limited to one (1) day per year. Such absences will be deducted from accrued sick leave.

Section 4. 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 notify Human Resources immediately of the proposed dates of service.

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

Subd. 3. Pay: Employees 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 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 his/her 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 the Assistant Superintendent, Human Resources. If the employee must appear at the proceeding, the employee will be entitled to his/her 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 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. Sabbatical Leave:

Subd. 1. Purpose: One (1) year may be granted to employees for the purpose of professional improvement through study, subject to the conditions established by the School Board.

Subd. 2. Eligibility: To be eligible for sabbatical leave an employee must have completed seven (7) years of employment in the School District.

Subd. 3. Prior Approval: Sabbatical leave for study will be limited to employees 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 Assistant Superintendent, Human Resources.

Subd. 4. Request Deadline: Application for 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.

Subd. 5. Limit-1: The number of employees on sabbatical leave will at any one time normally be limited to one (1) per year.

Subd. 6. 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.

Subd. 7. Calculation of Pay: The allowance granted to an employee on sabbatical leave will be based on one-half the base contract salary of the individual for the school term during which the leave takes place.

Subd. 8. Return to Service: An employee who is granted a sabbatical leave must pledge to return to the School District for two (2) full years following the termination of the leave. If the employee's service is discontinued for any reason other than the individual's incapacity to serve before the expiration of the two (2) years, the employee will pay back to the School District the pro rata part of the sabbatical allowance.

Employees granted sabbatical leave will enter into a written Agreement with the School District for the repayment of monies and benefits paid by the School District for the employee's noncompliance with this Section.

Subd. 9. 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.

Subd. 10. Experience Credit: A year of sabbatical leave will not be counted as a year of experience on the salary schedule.

Section 7. Child Care/Adoption Leave:

Subd. 1. Purpose: An employee, 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 employee 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. Employees may be granted partial leaves of absence appropriate to the job assignment.

Subd. 2. Request: An employee 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 employee 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, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee 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: An employee 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 employee 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 request of the employee.
- b. The specific employment duties of the employee involved.
- c. The health and welfare of the employee, unborn child or adopted child.
- d. The recommendation of the employee'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 employee to return to his/her employment prior to the date designated in the request for the leave, unless by mutual agreement of the employee and the Assistant Superintendent, Human Resources.

Subd. 7. Approval of Leave: If the employee complies with all provisions of this Section and a leave is granted by the School Board, the employee 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: An employee 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 employee is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. 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. 11. Experience Credit: An employee 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 employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 12. 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. 13. Insurance: An employee 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 employee wishes to retain, following FMLA.

Subd. 14. Notification to Return: An employee on child care/adoption leave of absence will be sent a letter of assignment from Human Resources by certified mail 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 by certified mail within ten (10) days.

Section 8. 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 the Assistant Superintendent, Human Resources for health reasons.

Subd. 2. Duration: Leave may be granted for a period of time not to exceed one (1) year.

Subd. 3. Insurance: An employee who is on an approved long-term leave is eligible to participate at his/her 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. 4. Benefit Accrual: An employee 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 that the employee is on leave.

Subd. 5. 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

Subd. 6. 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. The number of management personnel on approved leave in any school year will normally not exceed one (1) person.

Subd. 7. Notification to Return: An employee 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. 8. 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. 9. Failure to Return Notice: The employee will lose all re-employment rights if he/she refuses or fails to return the notice by certified mail within ten (10) days.

Section 9. 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. The request will be on a Leave of Absence Request (PF 21) form and will clearly state the reason for such request. Any special conditions or arrangements established by the supervisor 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 employees on short-term approved leave at any given time will normally not exceed one (1) person.

Section 10. Religious Holiday Leave: Employees may be granted up to three (3) days of religious holiday leave. Employees must make application to Human Resources at least three (3) days prior to the religious holiday 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 12, Personal Leave, or Section 1, Sick Leave, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

Section 11. Personal Leave: Employees will accrue one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the employee's attention not covered or requested under other provisions of this Agreement.

Subd. 1. Requests: Employees will request personal leave in writing to the Assistant Superintendent, Human Resources via his/her supervisor at least three (3) days in advance, except in the case of emergency.

Subd. 2. Limit: The number of employees on personal leave at any given time will normally not exceed four (4) people.

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

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 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 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 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 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 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 Assistant Superintendent, 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 Assistant Superintendent, Human Resources he/she 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 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 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. 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 Agreement, will not be open for discussion during the term of this Agreement.