



UNITING COMMUNITIES OF EXCELLENCE

**AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**

**SCHOOL EXECUTIVES ASSOCIATION**

**AND**

Board of Education  
Independent School District 279  
Maple Grove, Minnesota

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

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## **ARTICLE I PURPOSE**

**Section 1. Parties.** This Agreement is entered into between the School Board of Independent School District 279, hereinafter referred to as the School Board and the School Executives Association hereinafter referred to as the School Executives, 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 members of the School Executives Association bargaining unit, hereinafter referred to as the School Executives Association, during the term of this Agreement.

## **ARTICLE II RECOGNITION**

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

**Section 2. Appropriate Unit:** The School Executives Association shall represent all School Executives of the School District as defined in this Agreement and in the PELRA.

**Section 3. Meet and Confer:** The representatives of the School Board shall meet with the School Executives Association 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 School Executives. In the case of School Executives "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. School Executive:** Shall mean any person employed by the School Board in an executive management position. The term "School Executive" as used herein shall not include Superintendent, 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 shall have those meanings as defined by the PELRA.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The School Executives 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 School Executives 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 School Executives recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District and shall 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, shall be without force or effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School Board rights and duties shall 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 EMPLOYEE RIGHTS**

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

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and not join such organizations. Employees in the unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such 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 shall 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 shall be made to Human Resources. Human Resources shall 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 shall schedule an appointment for the employee to review his/her personnel file and shall notify the employee of such appointment. All such reviews shall take place in Human Resources during its normal hours of operation.

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

**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 time.

a. Minimum Salary: Minimum salary is determined by classification and work year (days). This factor is a combination of time and responsibility required to perform the management/management support tasks assigned.

b. Experience: The experience increments are as follows:

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

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

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

c. Training: Training increments are calculated as follows:

<u>Training</u>	<u>Increment</u>
Master's Degree	\$1,300
Master's Degree plus ten (10) semester credits	\$1,400
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

**SALARY GUIDE FOR SCHOOL EXECUTIVES  
2009-2010**

Title	Class	Work Year (Days)	Minimum	Experience	Training	Maximum
Assistant Superintendents	B-1	225	\$105,375	\$0-9550	\$800-6400	\$121,325
Chief Officers/ Executive Directors	C-1	225	\$100,375	\$0-9550	\$800-6400	\$116,325

2010 - 2011

Title	Class	Work Year (Days)	Minimum	Experience	Training	Maximum
Assistant Superintendents	B-1	225	\$106,692	\$0-9550	\$800-6400	\$122,642
Chief Officers/ Executive Directors	C-1	225	\$101,630	\$0-9550	\$800-6400	\$117,580

**Subd. 2. Management Factors:**

- a. **Management Factor I:** In addition to the compensation provided for in the Salary Guide, each School Executive will receive, as additional salary, an amount equal to eight percent (8%) of the employee's maximum annual salary as determined in Subd. 1 of this Section.
- b. **Management Factor II:** In addition to the compensation provided for in Subd. 1. of this Section, each School Executive, regardless of classification, will receive as additional salary \$18,000.
- c. **Management Factor III:** School Executives shall receive an additional management factor of \$250 per month or \$3000 annually. However, this additional management factor, of either amount, shall not be included in the employer's severance computation in the event of early retirement.

**Subd. 3. Certification Incentive Pay:** Certification incentive pay in the amount of \$500 will be paid to an employee who completes a certification 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. The certification incentive pay maximum is \$500, regardless of how many certifications an employee completes. The certification 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 must be related to the employee's assignment and must be approved by the Superintendent. The employee must maintain a current copy of the certification in their personnel file to receive the annual incentive pay.

**Section 2. Conditions:**

**Subd. 1. Lane Movement: Deadline:** Horizontal movement on the School Executives' salary schedule, due to a change in approved professional training, will be recognized at the beginning of the work year and February 1 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 School Executives' salary schedule may consist of graduate school credits and/or approved Board credits. Graduate school credits shall be in the administrative and/or related field(s). Board credits used for horizontal lane movement must be related to the School Executive's assignment and have prior approval of the Superintendent or designee. Ten (10) semester credits are required for lane movement. A minimum of six (6) semester credits is required for a lane change. Approved Board credits may be granted to a maximum of four (4) graduate semester credits. All credits must be earned after the granting of a degree.

**Subd. 3. Increment Advancement:** The School Board reserves the right to withhold annual salary increments in accordance with Minnesota Statutes.

**Subd. 4. Placement on Schedule:** School Executives may receive credit for experience outside the School District at the discretion of the Superintendent or designee.

**Subd. 5. Reschedule Work Year:** Any School Executive who is in his/her last year of work, prior to retirement, may elect to reschedule up to fifteen (15) days of his/her work year, or may reduce his/her work year by up to fifteen (15) days so that his/her last day of work will be completed by June 15.

Upon submitting a letter of resignation, School Executives shall request to reschedule or reduce his/her work year to the Superintendent. Reduction in the work year will result in a pro-rata salary reduction based on the School Executive's daily rate of pay.

**Subd. 6. Vacation Flexibility:** Vacation days not used during the contract year may be accumulated to fifty (50) days at the rate of no more than ten (10) days per year. A minimum of fifteen (15) days vacation must be taken each year and/or cannot be accumulated.

A School Executive who has vacation accumulation in excess of fifty (50) days is eligible for pro-rata pay at their daily rate of pay for the previous contract year for each day in excess of fifty (50) days.

School Executives who retire/resign/or otherwise leave the service of the School District will receive pro-rata pay at their current daily rate of pay for any vacation day accumulation. In no event shall this provision exceed sixty (60) days.

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

**Subd. 1. Exclusion:** This section shall apply only to School Executives 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 School Executives whose employment began after this date, the provisions of this section will not be applicable.

**Subd. 2. Eligibility:** School Executives 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 shall 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 1.

**Subd. 3. Calculation of Benefit:** Eligible School Executives, upon retirement, shall receive as retirement incentive pay an amount representing one hundred percent (100%) of the unused number of sick-leave days, no greater than one hundred ninety-two and one half (192.5) days times the daily rate of pay.

**Subd. 4. Determination of Daily Rate:** In applying these provisions, daily rate of pay for School Executives shall be based upon his/her 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 School Executive who retires at age fifty to 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 & Over:** Retirement incentive pay for those age fifty-five (55) or older shall be paid by the School District according to the following schedule. School Executives who retire between January 1st and June 30th shall receive their retirement incentive pay July 20th of that year. School Executives who retire between July 1st and December 31st shall receive their retirement incentive pay on January 20th of the following year. In the event of a School Executive's death after having retired from the School District, the remaining amount of retirement incentive pay shall 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 School Executive who was a full-time employee for the entire period between January 1, 1983 and December 31, 1992. Said resolution shall insure that an excepted employee shall 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 shall not be granted to any employee who is discharged by the School District.

## **ARTICLE VII GROUP INSURANCE**

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

**Section 2. Enrollment:** All employees qualifying shall enroll for such coverages 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 School Executives will have representation on the School District Insurance Advisory Committee.

- a. A School Executive 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 School Executive enrolls will be borne by the School Executive and paid for by payroll deduction.

- c. **Continuation of Coverage Upon Retirement:** For employees hired prior to July 2, 2006, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any employee who retires after reaching the age of fifty-five (55) until the employee reaches age sixty-five (65) or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

For employees hired on or after July 2, 2006, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any employee with three (3) or more years of continuous employment in the district in any capacity who retires after reaching the age of fifty-five (55) until the employee reaches age sixty-five (65) or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

A retired employee, regardless of hire date, who accepts another hospital and medical insurance plan between age fifty-five (55) and age sixty-five (65), shall be allowed to re-enter the School Board's group health and hospitalization plan one time only, with no penalty.

An employee, 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 employee has enrolled in and maintained hospital and medical insurance at his/her expense from the age of retirement to June 30th of the year after they reach the age of fifty-five (55).

- d. **Insurance Program Eligibility After Age 65:** Selected insurance coverage will continue beyond the employee's 65<sup>th</sup> birthday as permitted by law. The retiree will pay the premium as determined by the insurance carrier.
- e. **High Deductible/VEBA:**

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. 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 2010-2011, the School District will contribute \$624.00 annually.
- For employees who select employee +1 coverage, the School District will contribute \$1020 annually. Effective 2010-2011, the School District will contribute \$1,140.00 annually.

- For employees who select family coverage, the School District will contribute \$1200 annually. Effective 2010-2011, the School District will contribute \$1,320.00 annually.
  1. Participants in the high deductible plan will receive the VEBA contributions in equal installments consistent with the payroll cycle.
  2. The School District will pay the cost for the administration of the plan and any trustee fees.

**Section 4. Section 125 Plan.** The district shall provide a Section 125 Plan under the Internal Revenue code for all School Executives.

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:

- a. Health insurance premium deduction with pre-tax dollars.
- b. Dependent care reimbursement account.
- c. Medical expense reimbursement account.

**Section 5. Group Term Life Insurance:** The School District will pay the full premium for group term life insurance for all School Executives 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 the extent of two times base annual salary calculated to the nearest \$500.

**Section 6. Supplemental Group Term Life Insurance:** Full-time School Executives 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 with AD&D in the amounts of \$75,000 or \$100,000 or \$125,000 or \$150,000 not to exceed 3x annual salary. However, an employee will purchase an additional \$100,000 supplemental life policy w/o AD&D at the group rate. In the event of early retirement, an employee may continue to purchase this policy until he/she reaches the age of 65.

**Section 7. Long-Term Disability Income Protection:** The School Board shall pay the full premium in the existing long-term disability income protection plan of the School Board for all School Executives who qualify for and enroll in such coverage. This coverage shall apply to total annual salary. School Executives who have qualified for long term disability insurance and who previously qualified for the School District's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the School Executive at his/her expense.

**Section 8. 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 shall 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. School Executives shall be eligible for sick leave under one of the following conditions:

- a. Amount: School Executives who hold long-term disability insurance provided by the School Board:

These School Executives 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 shall be eligible for sick leave under the same conditions.

- b. Earn & Accumulation: Full-time School Executives shall accrue sick-leave at the rate of twelve (12) days per year (one day per month) and accrual for unused sick leave shall 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 4 of this Article, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such an employee shall 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 shall 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. A School Executive (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. A School Executive may utilize up to thirty (30) days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of the Article.

**Subd. 2. Use:** Sick leave with pay shall 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 Superintendent.

**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 shall 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 School Executive 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. 1.b. of this Section.)
- b. An employee who is on accrued sick leave basis shall 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. Such payment shall be paid by the School Board to the employee only during the period of disability.
- d. In no event shall 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 shall 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 School Executive who is unable to perform his/her 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 per incident. Thereafter, the compensation will be paid per Subd. 6. a. through d. of this Article.
- g. If a School Executive incurs an injury as described in Subd. 6. e. of this Article, and such injury causes the employee to work less than full-time, the School District will continue 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 will be granted up to a minimum of ten (10) days absence upon approval of the Superintendent for illness in 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.

**Section 3. Bereavement Leave:**

Subd. 1. Use-Immediate Family: School Executives will be granted 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.

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

**Section 4. Jury Duty:** A School Executive summoned to jury duty will be granted time off with pay.

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

Subd. 2. Remittance of Stipend: School Executives 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 school time.

Subd. 3. Pay: School Executives will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1. and 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 School Executive of the School District appears at the request of the School Board or as codefendant in a case against the School Board, the School Executive will be entitled to his/her pay and no deduction of any leave provision will be charged to the School Executive.

**Subd. 2. Other Requests:** If a School Executive receives a notice to supply information or testify in a civil or criminal court proceeding, as a result of his/her employment, s/he must notify the Superintendent. If the School Executive must appear at the proceeding, the School Executive will be entitled to his/her pay and no deductions of any leave provisions will be charged to the School Executive. If the matter is a result of actions for which the School Executive 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 School Executive 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 School Executives 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, a School Executive must have completed seven (7) years of employment in the School District.

**Subd. 3. Prior Approval:** Sabbatical leave shall be limited to employees centering their study in their area of major concentration and shall 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. 4. Request Deadline:** Application for sabbatical leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall 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 School Executives on sabbatical leave shall at any one time be limited to one (1) per year.

**Subd. 6. Selection:** If the number of requests for sabbatical leave exceeds the limitation, priority shall 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 shall be based on one-half the base contract salary of the individual for the school term during which the leave takes place.

However, upon request of the School Executive on sabbatical leave, the School Board will pay seventy-five percent (75%) of the base contract salary during the year in which the leave takes place. In the year following the sabbatical leave, twenty-five percent (25%) of the previous school year's base contract salary will be deducted from the School Executive's base contract.

**Subd. 8. Return to Service:** School Executive who is granted a sabbatical leave must pledge to return to Independent School District 279 schools 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 capacity to serve before the expiration of the two (2) years, the employee shall pay back to the School Board the pro rata part of the sabbatical allowance.

School Executives granted sabbatical leave shall enter into a written agreement with the School Board 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 shall 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 shall 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 Superintendent 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 Superintendent 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 Superintendent. In determining the date of the commencement and duration of the leave, the Superintendent 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 Superintendent.

**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:** School Executives 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 Superintendent.

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

**Subd. 3. Insurance:** An employee on an approved long-term leave is eligible to participate at his/her own expense in the health and hospitalization 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 shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

**Subd. 5 Purpose:** Consideration for granting long-term leaves will be given for:

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

**Subd. 6. Requests:** Requests for long-term leaves must be made at least thirty (30) days in advance, except in emergencies and submitted to the Superintendent for recommendation. Final approval will be made by the School Board. The number of School Executives on approved leave in any school year shall not normally exceed one (1) person.

**Subd. 7. Notification to Return:** A School Executive 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 shall be given by March 1 of the preceding school year.
- b. At least (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 shall 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 School Executive shall lose all re-employment rights if the employee refuses or fails to return the notice by certified mail within ten (10) days.

**Section 9. Short-Term Leaves:** School Executives may apply for a short-term leave of absence.

**Subd. 1. Salary:** Short-term leave shall 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 shall be made five (5) days in advance except in the case of emergencies. The request shall be on a Leave of Absence Request (PF 21) and shall clearly state the reason for such request.

Any special conditions or arrangements established by the supervisor for a short-term leave shall 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 shall be granted only in special circumstances and must be approved by the Superintendent.

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

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

**Section 10. Personal Leave:** A School Executive will be credited one (1) day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the employee's personal attention not covered or requested under other provisions of this Agreement.

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

**Subd. 2. Limit:** At no time shall more than three (3) School Executives be granted personal leave.

**Subd. 3. Exclusion:** A personal leave day will be granted the first or the last days 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 Superintendent.

**Section 11. Religious Holiday Leave:** School Executives may be granted up to three (3) days of religious holiday leave. School Executives must make application to Human Resources at least three (3) days prior to the religious holiday leave. Human Resources will notify the School Executive, to make the necessary arrangements allowing the School Executive to make up the days at some other prearranged time. However, School Executive may utilize provisions outlined in Section 6., Personal Leave, or Section 1., Sick Leave, if so desired. If the School Executive chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time shall more than two (2) of the School Executives 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.

**Subd. 3. Eligibility:** School Executives must have a minimum of seven (7) consecutive years of full-time teaching service in the 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 Superintendent by April 1, of the year preceding the school year for which the extended leave would commence.

**Subd. 5. Reinstatement:** School Executive 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.
- b. That the School Executive is not physically or mentally disabled from performing the essential duties of such position

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

## **ARTICLE IX GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall 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 shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

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

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document therein shall 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, shall be in writing setting forth the decision and will be transmitted to all parties of interest.

**Section 4. Time Limitation and Waiver:** Grievances shall 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 shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

**Section 5. Adjustment of Grievance:** The School Board and the employee shall 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 shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall 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 shall 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 Superintendent, the Superintendent or his/her designee shall 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 Superintendent or his/her designee shall 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 shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the 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 shall 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 shall 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 shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

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

**Subd. 4. Submission of Grievance Information:**

- a. **Material Request:** Upon appointment of the arbitrator, the appealing party shall 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 shall include the following:
  1. The issues involved
  2. Statement of the facts
  3. Position of the grievant
- b. The School Board shall make a similar submission of information in accordance with Subd. 4a above.

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him shall 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 shall 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 shall be made of the hearing at the request of either party. The parties shall 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 shall be borne by the party requesting it.

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

Subd. 2. Employee Rights: Nothing herein shall 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 shall 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 shall give written notice of such intent no later than May 1, 2011. Unless otherwise mutually agreed, the parties shall 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 contract term whether or not referred to in this Agreement, shall not be open for discussion during the term of this Agreement.