

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN



UNITING COMMUNITIES OF EXCELLENCE

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

AND

COMMUNITY EDUCATION PROGRAM SPECIALISTS

Effective Date: July 1, 2010 through June 30, 2012

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ON
TERMS AND CONDITIONS OF EMPLOYMENT**

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

AND

COMMUNITY EDUCATION PROGRAM SPECIALIST


Effective Date:

July 1, 2010 - June 30, 2012

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

**FOR: COMMUNITY EDUCATION
PROGRAM SPECIALISTS**

FOR: Osseo Area Schools, ISD 279



Chief Negotiator



Chair School Board



Clerk, School Board



Director, Labor Relations

Dated this 3 day of January, 20 11

Dated this 14 day of December, 20 10

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**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties: This Agreement is entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board and the Child Care Center Site Supervisors, and Kidstop Program Specialists, is pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, and provides the Terms and Conditions of Employment for Child Care Center Site Supervisors, and Kidstop Program Specialists during the term of this Agreement.

**ARTICLE II
EMPLOYEE REPRESENTATIVE**

Section 1. Appropriate Unit: The Osseo district's Site Supervisors' Personnel Committee will represent all the Child Care Center Site Supervisors and Kidstop Program Specialists of the School District as defined in this Agreement and in said Act.

Section 2. Recognition: In accordance with PELRA, the School Board recognizes that the Child Care Center Site Supervisors, and Kidstop Program Specialists employed by the School Board of Independent School District 279 will have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

**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 School Board payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board's personnel policies affecting the working conditions of employees. "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 PELRA.

Section 2. Child Care Site Supervisors and Kidstop Program Specialists: Will mean any person employed by the School Board in a capacity exclusively associated with the provisions of Child Care Center Site Supervisors, and Kidstop Program Specialists services. The term "Child Care Center Site Supervisors, and Kidstop Program Specialists" as used herein will not include "confidential employees", "supervisory employees", "essential employees", part-time or temporary employees whose services do not exceed the lesser of thirty five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week or an employee who holds a position 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. School Board: For purposes of administering this Agreement, the term "School Board" may also mean its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement will have those meanings as defined by PELRA.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Child Care Center Site Supervisors, and Kidstop Program Specialists recognize that the School District 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 District, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities: The Child Care Center Site Supervisors, and Kidstop Program Specialists recognize the right and obligation of the School District 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. Effects of Laws, Rules, and Regulations: The Child Care Center Site Supervisors, and Kidstop Program Specialists 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 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 law, rule or regulation there under, will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District 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 expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
RIGHTS OF CHILD CARE CENTER SITE SUPERVISORS
AND KIDSTOP PROGRAM SPECIALISTS**

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement, will be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor will it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join: Child Care Center Site Supervisors and Kidstop Program Specialists will have the right to form and join labor or employee organizations, and will have the right not to form and not to join such organizations. Child Care Center Site Supervisors and Kidstop Program Specialists 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 District.

Section 3. Other Rights: Child Care Center Site Supervisors and Kidstop Program Specialists will have all other rights prescribed by PELRA.

**ARTICLE VI
CHILD CARE CENTER SITE SUPERVISORS AND KIDSTOP PROGRAM SPECIALISTS
BASIC SCHEDULE OF RATES OF PAY**

Section 1. 2010-2012 Hourly Rates of Pay: The wages and salaries reflected will be effective only for the dates indicated. The salary schedule(s) will not be considered an integral part of continued employment.

Subd. 1. Rates effective July 1, 2010, to June 30, 2011:

Step	Class I	Class II
1	\$18.43	\$18.85
2	\$19.85	\$20.02
3	\$20.83	\$21.13
4	\$22.01	\$22.28
5	\$23.17	\$23.76

Subd. 2. Rates effective July 1, 2011, to June 30, 2012:

Step	Class I	Class II
1	\$18.62	\$19.04
2	\$20.05	\$20.22
3	\$21.04	\$21.25
4	\$22.23	\$22.50
5	\$23.40	\$23.97

Subd. 2. A career increment of \$42.00 per month will be paid to all Child Care Center Site Supervisors, and Kidstop Program Specialists who have completed ten (10) or more years of consecutive employment in Independent School District 279. An additional career increment of \$42.00 per month will be paid to all Child Care Center Site Supervisors, and Kidstop Program Specialists who have completed twenty (20) or more years of consecutive employment in Independent School District 279.

Section 2. Job Classifications:

Class I Kidstop Program Specialists

Class II Child Care Center Site Supervisors

Section 3. Placement on Schedule: New employees will be placed on the schedule as determined by the requirements of the job and the discretion of Human Resources. Movement on steps is based on employment anniversary date.

Section 4. Work Year:

Subd. 1. Employees will work on those days the Kidstop program is in session or scheduled to be in session.

Subd. 2. In the event the enrollment in a Kidstop program at a particular site causes said program to be in session less than a full year, the Kidstop Site Supervisor will be placed on unpaid leave of absence and a reduced salary will be prorated accordingly.

Section 5. Hours: Employees are normally required to work a minimum of eight hours a day. The scheduled hours may be adjusted from time to time to meet the needs of the employee's department to ensure optimal levels of service are provided. Adjustments to the normal work schedule will require approval from the Coordinator, Community Education. A thirty (30) minute lunch period is not a part of the work day. Hours worked beyond the forty (40) hour week will be paid at time and one-half. Such work performed on Sunday or legal holidays will be paid at double time. All overtime work must be authorized in advance by the Coordinator, Community Education.

Subd. 1. Compensatory Time: Compensatory time in lieu of overtime will be applied at time and one-half. Compensatory time earned on Sunday or School District identified holidays will be applied at double time. All compensatory time must be authorized in advance by the Coordinator, Community Education and recorded on the approved compensatory time sheet within the pay period earned.

Subd. 2. Compensatory Time Versus Overtime Pay: The choice of overtime pay or compensatory time will be with the prior approval of and at the discretion of the Coordinator, Community Education.

Subd. 3. Call Back: A minimum of one (1) hour computed on a time and one-half basis will be paid to each employee when recalled to work.

Section 6. Vacation Allowance: Full-time Child Care Center Site Supervisors and Kidstop Program Specialists working fifty-two (52) weeks per year will be granted vacation as follows:

After six (6) months of consecutive employment	5 days
After one (1) year of consecutive employment (total of 10 days/year)	5 days
After three (3) years of consecutive employment	15 days
After four (4) years of consecutive employment	16 days
After five (5) years of consecutive employment	17 days
After six (6) years of consecutive employment	18 days
After seven (7) years of consecutive employment	19 days
After eight (8) years of consecutive employment	20 days
After nine (9) years of consecutive employment	21 days
After ten (10) years of consecutive employment	22 days
After eleven (11) years of consecutive employment	23 days
After twelve (12) years of consecutive employment	24 days
After thirteen (13) years of consecutive employment	25 days

Subd. 1. Conditions for Vacation Allowance: Those employees who have earned three (3) weeks or more vacation per year will be allowed to carry over up to five (5) days of earned vacation upon approval of the Assistant Superintendent, Human Resources. The additional days will be credited on the employee's anniversary date and must be used within six (6) months of the anniversary date.

- a. **Earn:** Vacation must be earned prior to the time it is taken.
- b. **Accumulate:** Vacation time will not be accumulated.
- c. **Approval:** Vacation must be scheduled in advance with the employee's supervisor and must be approved by the superintendent or designee.
- d. **Resignation:** 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. **Accrual:** Vacation eligibility will be calculated on anniversary date of employment.

Section 7. Holidays: Employees will have eleven (11) paid holidays that fall within their work year. Any of the holidays that fall within a twelve month employee's vacation period will not count as a vacation day. Holidays will be determined prior to July 1, yearly.

Section 8. Job Elimination: In the event of job elimination requiring layoff, employee(s) terminated will be at the discretion of the program supervisor based on length of service and performance. However, length of service and performance will not be the sole determinants.

Section 9. Probationary Period: New employees will be considered as probationary employees until they have completed one (1) year of employment. During this time they may be transferred, discharged or laid off. Upon completion of one (1) year of employment, the employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date. Probationary employees should be evaluated by their immediate supervisor.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection: The selection of insurance carriers and policies will be made by the School District.

Section 2. Health and Hospitalization Insurance for full-time employees (employees scheduled to work 32 or more hours weekly):

Subd. 1. Basic Group Health and Hospitalization Plans:

a) **Single Coverage:**

1. The School District will pay the total premium cost for Single coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$473.77 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

b) **Employee +1 Coverage:**

1. The School District will pay seventy five percent (75%) of the total premium cost for Employee + 1 coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$710.96 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

c) **Family Coverage:**

1. The School District will pay seventy five percent (75%) of the total premium cost for Family coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$1,137.79 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Subd. 2. Deductible Health and Hospitalization Plan/VEBA: The School District will make available an optional deductible group health and hospitalization plan. The plan will provide a deductible of \$1000 per year for Single coverage and \$2000 per year for Employee +1 or Family coverage.

a) VEBA Contribution:

1. For those employees who elect to participate in the deductible health and hospitalization plan, the School District will make an annual contribution to a VEBA trust for the employee as follows:
 - a. For employees who select Single coverage, the School District will contribute \$504 annually;
 - b. For employees who select Employee +1 coverage, the School District will contribute \$1020 annually;
 - c. For employees who select Family coverage, the School District will contribute \$1200 annually.
2. Employees who elect to participate in the deductible health and hospitalization plan will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.
3. Those employees who elect to participate in the deductible plan effective July 1, 2007 will receive the full annual School District contribution to the VEBA trust in equal installments consistent with the payroll cycle.
4. Those employees who elect to participate in the deductible plan with an effective date after July 1, 2007 will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.

b) The School District will pay the cost for the administration of the deductible health and hospitalization plan and any trustee fees.

Subd. 3. Married Couples in District with Family Coverage: When an employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one employee will be provided the contribution for Family coverage in the plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for Single coverage of the plan will be credited toward the premium cost of the Family/Employee +1 plan elected by the employees. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 3. Group Term Life Insurance: The School District will pay the full premium for each \$1,000 coverage toward the premium for group term life insurance for all full-time employees employed by the School District who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time employees who qualify and enroll will be covered by group term life insurance a maximum of one (1) times base annual salary calculated to the nearest \$500.

Section 4. 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 Subd. 2. of this Section, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000 or \$125,000 not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deduction.

Section 5. Long-Term Disability Income Protection: The School District will pay the full premium per year per \$1,000 coverage toward the premium for employee coverage in the existing long-term disability income protection plan of the School District for all full-time employees employed by the School District who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

Section 6. Dental Insurance:

Subd. 1. Single Coverage: The School District will pay the full premium per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee and paid by payroll deduction. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 7. Eligibility: Full-time employees are eligible for group insurance. Those employees working a full school year schedule consisting of thirty-two (32) or more hours per week will be considered full-time for purposes of eligibility for group insurance. Qualifications will include those established by the School District and the carrier of the coverage.

Section 8. Enrollment: All employees qualifying will enroll for such coverage in accordance with the procedure established by the School District.

Section 9. Claims Against the School District: It is understood that the School Districts' 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. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this article, as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution will cease, effective on the last working day of the month in which employment terminates.

Section 11. Insurance Program Eligibility in the Event of Retirement: An employee who retires is eligible to participate in the health/hospitalization and dental plans for a period of fifteen (15) years upon retirement 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 they qualify for coverage under another program.

Section 12. Section 125 Plan: The School District will provide a Section 125 Plan under the Internal Revenue code for all employees.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered 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 be determined by the School Board. There are three components to the plan:

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

Section 13. Retirement Savings Plans: In accordance with Section 457 or 403b of the Internal Revenue Code and M.S. 356.24, the School Board will match the contribution of an eligible employee according to the following schedules towards either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b retirement savings plan. The plan must be approved by the State Board of Investment and meet the School District's guidelines for approval. These contributions shall be paid annually.

Annual District Match
\$480

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earn: All full-time employees will accrue sick leave at the rate of one (1) day per month of employment.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive. If an employee is discontinued and has used more sick leave than entitled to, such excess amount will be deducted from the last pay check.

Subd. 3. Use: Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.

Subd. 4. Use – Pregnancy: An employee may utilize available sick leave, subject to the provisions of this section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such an employee will notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. The definition of disability will be as reasonably determined by a licensed physician.

Subd. 5. Medical Verification: If there is a question as to the eligibility of an employee for sick leave, the School District reserves the right to verify the illness. In the event that a medical certificate will be required, the employee will be so advised by the School District.

Subd. 6. Deduction: Sick leave allowed will be deducted from the employee's accrued sick leave days.

Subd. 7. Approval: Sick leave pay will be approved only upon submission of a signed request upon the authorized sick leave pay request form provided by the School District.

Subd. 8. Excess Use: Any days used in excess of the number of days of sick leave accrued will be deducted from the employee's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 9. Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability:

- a. Upon the request of an employee who is absent from work as a result of a compensable injury incurred 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 by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b. A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c. Such payment will be paid by the School Board to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of 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 who elects to receive sick leave pursuant to this Policy will submit the workers' compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.

Section 2. Family Illness Leave:

Subd. 1. Use: Full-time employees may be granted up to a maximum of ten (10) days absence per year, upon approval of the Assistant Superintendent, Human Resources 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. These days will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

Section 3. Bereavement Leave:

Subd. 1. Use – Immediate Family: Full-time 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. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted with a salary deduction equal to the full cost of a substitute daily rate of pay. In no case will this additional period exceed five (5) days.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person, not listed in subd. 1, will be limited to one (1) day per year. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

Section 4. Personal Leave:

Subd. 1. Purpose: A full-time employee will be granted a leave of not more than one (1) day per year, accumulative to five (5) days, for situations that arise requiring the employee's personal attention which cannot be attended to during non-working hours and which are not covered under other provisions of this Agreement.

Subd. 2. Request: Requests for personal leave must be made in writing to the Assistant Superintendent, Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. The request need not state the reason for the personal leave day. This day will not be deducted from sick leave.

Subd. 3. The Assistant Superintendent, Human Resources reserves the right to refuse to grant such leave if, under the circumstances, the Assistant Superintendent, Human Resources determines that such leave will not be granted.

Subd. 4. Limit: At no time will more than one (1) of the employees covered by this Agreement be granted personal leave.

Subd. 5. Exclusion: A personal leave day will be granted for the first and last day of the Kidstop program, however such leave will be deducted from the total number of personal leave days accumulated at the rate of two (2) personal leave days per one (1) day of absence.

Section 5. Child Care Leave:

Subd. 1. Purpose: An employee may be granted a child care leave of absence according to the procedures outlined in this section. This leave will be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. Request: A pregnant employee will notify the Assistant Superintendent, Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child.

A male employee will make a request for such leave not less than ninety (90) days in advance of usage. The employee will submit a written request to the Assistant Superintendent, Human Resources for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, an employee will not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. Date of Leave: The effective beginning date of such leave and its duration, or resignation if the employee so elects, will be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for action. In recommending the effective date of commencement and duration of the leave or the effective date of the resignation, 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 or unborn child
- d. The recommendation of the employee's physician

Subd. 4. Duration: In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation, if the employee elects to resign, the School Board may, but will not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the employee to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.

Subd. 5. Approval of Leave: If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board will notify the employee in writing of its action.

Subd. 6. Termination of Leave: Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days notice to return.

Subd. 7. Reinstatement: An employee returning from child care 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 duties of such position

Subd. 8. Failure to Return: Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 9. Probationary Period: The parties agree that the applicable periods of probation for employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave will not be counted in determining the completion of the probationary period.

Subd. 10. Salary: The parties further agree that any child care leave of absence granted under this section will be a leave without pay.

Subd. 11. Experience Credit: An employee who returns from child care leave within the provisions of this section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 12. Insurance: An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium following FMLA, for such programs as the employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 13. Insurance: An employee on child care leave will be sent a notice of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return of said leave.

Subd. 14. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

Section 6. Adoption Leave: An employee may, upon request, be granted a leave for the adoption of a child.

Subd. 1. Request: An employee making application for adoption leave will inform the Assistant Superintendent, Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. Date of Leave: The effective beginning date of such leave and its duration or resignation if the employee so elects, will be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for action.

Subd. 3. Use of Sick Leave: An employee may request to use up to 15 days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the employees custody.

Subd. 4. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School Board will not, in any event, be required to:

- a. Grant any leave 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 adoption leave.

Subd. 5. Reinstatement: An employee returning from adoption 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 duties of such position.

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section will constitute grounds for termination.

Subd. 7. Probationary Period: The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave will not be counted in determining the completion of the probationary period.

Subd. 8. Experience Credit: The employee who returns from 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 Agreement at the commencement of the beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

Subd. 9. Insurance: An employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs the employee wishes to retain, commencing with the beginning of the adoption leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this section.

Subd 10. Notification to Return: An employee on adoption leave will be sent a notice of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave.

Subd. 11. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

Subd. 12. Salary: The parties agree that any adoption leave granted under this section will be leave without pay.

Section 7. Long-Term Leave: Full-time 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 district employment. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

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

Subd. 2. Insurance: An employee on an approved leave is eligible to participate at the employee's 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. 3. Benefit Accrual: An employee on approved leave will 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. 4. Purpose: Consideration for granting long-term leaves will be given for:

- | | |
|------------------------------|-----------------------------|
| Education | Retraining or career change |
| Health | Approved Travel |
| Election to political office | |

Subd. 5. Requests: Requests for leaves must be made at least thirty (30) days in advance and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources.

Subd. 6. Limit: The number of staff on approved leave in any school year will not exceed one (1) of the total Kidstop employee staff.

Subd. 7. Reinstatement: An employee returning from a 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 duties of such position.

Section 8. Short-Term Leaves (Ten (10) Days or Less): Employees may apply for short-term leave of absence.

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

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the effective dates of this policy.

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 and will clearly state the reason for such request. Any special conditions or arrangements established by the administrator 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 extraordinary circumstances and must be approved by the Assistant Superintendent, Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once every year.

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

Section 9: Religious Holiday Leave: Child Care Center Site Supervisors and Kidstop Program Specialists may be granted up to three (3) days of religious holidays. Child Care Center Site Supervisors and Kidstop Program Specialists must make application to Human Resources at least three (3) days prior to the religious holiday. Upon approval, Human Resources will notify the employees' immediate 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 4, Personal Leave, if so desired. If the employee chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time will more than one (1) of the Child Care Center Site Supervisors and Kidstop Program Specialists be granted Religious Holiday leave.

Section 10. Jury Duty: A full-time employee summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to 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 allowance if they were on jury duty during school time.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provision of Subds. 1 and 2 are met. Failure to do so will result in a cost of sub deduct.

Section 11. Eligibility for Leaves and Absences: Only employees who are employed on a full-time basis forty (40) hours per week for leave and absence benefits.

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, supervisor, 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 services of any notice or document herein will be timely if it bears a postmark of the United States mail within the time period.

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 provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter 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. Adjustment of Grievance: The School Board and the employee will attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Informal Discussions: Informal discussions will take place between the grievant and his/her 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 employee may submit the item in writing to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

If a grievance is properly appealed to the superintendent, the superintendent or designee 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 superintendent or designee 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 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 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 decisions.

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. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any person or any other participants in the procedure by reason of such participation. Nothing herein will be construed to limit, impair or affect the right of any employee as provided in state statutes.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, will immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee will waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived.

ARTICLE X DURATION

Section 1. Term of Agreement: This Policy will remain in full force and effect for a period commencing on July 1, 2010, through June 30, 2012, and thereafter until modifications are made pursuant to PELRA.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the site supervisors and specialists. The provisions herein relating to terms and conditions, supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment of personnel covered by this policy.

Section 3. Severability: The provisions of this Agreement will be severable, and if any provision therefore or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Agreement or the application of any provision thereof.