

CONTRACT

Between



UNITING COMMUNITIES OF EXCELLENCE

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

And

CONFIDENTIAL SUPPORT SPECIALISTS

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

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**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District 279, hereinafter referred to as the School Board, and the Osseo District Confidential Support Specialists, hereinafter referred to as Confidential Employees, is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, and provides the terms and conditions of employment for Confidential Employees during the term of this Agreement.

**ARTICLE II
EMPLOYEE REPRESENTATIVE**

Section 1. Appropriate Unit: The Osseo District Confidential Support Specialists Committee will represent all Confidential Employees of the School District as defined in this Agreement and in the PELRA.

Section 2. Recognition: In accordance with the PELRA, the School Board recognizes that Confidential Employees employed by the School Board of Independent School District 279 will have those rights and duties as prescribed by the PELRA and as described in 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 employer payment of a contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board's personnel policies affecting working conditions of Confidential Employees. In the case of Confidential 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 the PELRA.

Section 2. Other Terms: Terms not defined in this Agreement will have those meanings as defined by the PELRA.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Confidential Employees recognize 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 employer, its overall budget, utilization of technology, the organizational structure and selection, direction, and number of personnel.

Section 2. Management Responsibilities: The Confidential Employees recognize 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: All employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

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

ARTICLE V CONFIDENTIAL EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to the 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 or does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Confidential Employees; nor will it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join: Confidential Employees will have the right to form and join labor or employee organizations, and will have the right not to form and not to join such organizations. Confidential Employees in the unit will have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the Terms and Conditions of Employment for such employees with the School Board.

Section 3. Personnel Files:

Subd. 1. Access: All individual employee evaluations and individual files generated within the School District will be available to the employee during regular School District hours upon the employee's written request in accordance with PELRA.

Subd. 2. Review: Such request will be made to the Human Resources Department. Human Resources will schedule an appointment for the employee to review the employee's file and will notify the employee of such appointment.

Subd. 3. Documentation of Contents: The employee may review and have access to all the employee's evaluations and files generated in the School District only in the presence of the Superintendent or designee.

Subd. 4. Right to Copy: The employee will have the right to reproduce any of the contents of his/her files at the employee's expense.

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

Subd. 6. Destruction/Expunge: The School District may destroy or expunge such files as provide by law.

Section 4. Other Rights: Confidential Employees will have all other rights prescribed by PELRA.

Section 5. Meet and Confer: Representatives of the School District and Confidential Employees will regularly meet for the mutual exchange of ideas, and to discuss matters outside the terms and conditions of employment.

**ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Full-Time 2010-2012 Rates of Pay: The wages and salaries reflected will be effective only for the dates stated for full-time employees. The salary schedule will not be considered an integral part of continued employment.

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

	Step 1	Step 2	Step 3	Step 4	Step 5 (10-year)	Step 6 (15-year)	Step 7 (20-year)
Class I	\$14.94	\$17.04	\$17.80	\$18.80	\$19.25	\$19.36	\$19.51
Class II	\$16.74	\$19.08	\$19.93	\$21.06	\$21.52	\$21.62	\$21.77
Class III	\$17.57	\$20.04	\$20.94	\$22.11	\$22.56	\$22.66	\$22.82
Class IV	\$18.44	\$21.04	\$21.98	\$23.21	\$23.67	\$23.77	\$23.92
Class V	\$19.38	\$22.09	\$23.08	\$24.38	\$24.84	\$24.94	\$25.09

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

	Step 1	Step 2	Step 3	Step 4	Step 5 (10-year)	Step 6 (15-year)	Step 7 (20-year)
Class I	\$15.09	\$17.21	\$17.98	\$18.99	\$19.45	\$19.55	\$19.70
Class II	\$16.90	\$19.27	\$20.13	\$21.27	\$21.73	\$21.84	\$21.99
Class III	\$17.75	\$20.24	\$21.15	\$22.33	\$22.79	\$22.89	\$23.05
Class IV	\$18.63	\$21.25	\$22.20	\$23.45	\$23.91	\$24.01	\$24.16
Class V	\$19.57	\$22.31	\$23.31	\$24.62	\$25.09	\$25.19	\$25.34

Subd. 3. Shift Differential: The shift assignment of the Substitute & Attendance Specialist, with primary responsibility for the Substitute/Employee Absence Reporting System, will be assigned by the supervisor in accordance with the needs of the School District. A shift differential will be paid to the Substitute & Attendance Specialist for work performed prior to 7:00 A.M. on student contact days in accordance with the following schedule:

2008-2010
\$.95/hr

When other staff substitutes in the absence of the Substitute & Attendance Specialist, a time card will be submitted for the shift differential based on the time worked prior to 7:00 a.m. at the rate of pay designated for the shift differential.

Subd. 4. Classifications:

- Class I Communications Specialist
- Class II Payroll Specialist II
- Substitute & Attendance Specialist
- Human Resources Specialist
- Class III Specialist to Director, School/Community Relations
- Labor Relations Secretary/Analyst
- Class V Executive Specialist to the Superintendent of Schools and the School Board
- Human Resources Generalist
- Payroll Generalist

Section 2. Step Movement and Performance: Effective July 1, 2011 and thereafter, employees will be entitled to step movement only upon satisfactory job performance. Satisfactory job performance shall be determined by the employee's most recent performance evaluation so long as the evaluation was done during the previous three (3) years. Employees who do not receive a step increase due to performance shall be eligible for such step increase or career increment the following January 1st.

In the event an employee does not receive a step increase due to performance, they shall have an opportunity to request a review of the applicable performance evaluation by the Director of Human Resources.

Section 3. Work Year: The length of the full work year is 2,080 hours or 260 workdays, which includes the allowance for vacation, sick leave and paid holidays. The School District reserves the right to determine the length of the work year of all employees. If the scheduled work year exceeds 2,080 hours or 260 workdays (e.g. leap year) the employee will be compensated for the additional scheduled days at their established daily rate of pay.

Section 4. Hours: Full-time Confidential Employees are normally required to work a minimum of eight (8) hours per day five (5) days per week less eleven (11) paid holidays and scheduled vacations. The scheduled hours may be adjusted from time to time to meet the needs of the employee's department and the School District to ensure optimal levels of service are provided. Adjustments to the normal hourly and work week schedule will require approval from the employee's immediate supervisor and/or the Director of Human Resources. A (30) thirty-minute lunch period is not a part of the workday. Hours worked beyond the (40) forty-hour work week will be paid at one and one-half times the regular rate of pay. Work performed on Sunday or School District identified holidays will be paid at two times the regular rate of pay. The supervisor must authorize in advance all overtime work and work performed on Sunday or School District identified holidays.

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 supervisor and recorded on the approved compensatory time sheet within the pay period earned. The choice of overtime pay or compensatory time will be with the prior approval of and at the discretion of the supervisor.

Section 5. Holidays: Full-time Confidential Employees will have eleven (11) paid holidays as determined by the School Board prior to July 1, yearly. Any of the holidays that fall within a twelve (12) month employee's vacation period will not count as a vacation day.

Section 6. Staff Development: The School District recognizes the value of continual training and development to both the School District and the Confidential Employees. Confidential Employees may submit requests to attend staff development activities that relate to their employment to their supervisor for approval. Expenses associated with staff development programs such as in-services, conferences, conventions and workshops will be covered by the School District. Expenses covered include: registrations, parking, meals, materials and mileage.

Section 7. Emergency Closings: In the event school is canceled prior to the opening of the school day, Confidential Employees will be contacted by their supervisor for instructions regarding their work assignment for the day. In the event school is closed early due to inclement weather, Confidential Employees will be allowed to leave approximately one-half hour after the last school is dismissed.

Section 8. Vacation Allowance:

Full-time Confidential Employees working fifty-two (52) weeks per year will be granted vacation as follows:

a.	After six months of consecutive employment	5 days
b.	After one (1) year of consecutive employment (total of 2 weeks/year)	10 days
c.	After five (5) years of consecutive employment	15 days
d.	After ten (10) years of consecutive employment	16 days
e.	After eleven (11) years of consecutive employment	17 days
f.	After twelve (12) years of consecutive employment	18 days
g.	After thirteen (13) years of consecutive employment	19 days
h.	After fourteen years (14) of consecutive employment	20 days
i.	After fifteen (15) years of consecutive employment	25 days

Conditions for Vacation Allowance:

- a) Vacation must be earned prior to the time it is taken.
- b) Vacation time will not be accumulated.
- c) Vacation must be scheduled in advance with the employee's supervisor and must be approved by the Superintendent or designee.
- d) An employee resigning prior to an earned vacation period (anniversary date) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks notice of proposed termination date. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.
- e) Vacation eligibility will be calculated on anniversary date of employment.

- f) Vacation may be granted on a pro rata basis prior to an employee's anniversary date when scheduled through the supervisor and approved by the Assistant Superintendent, Human Resources.
- g) Effective July 1, 1998, Confidential Employees who are eligible for vacation allowance will be credited with actual years of past work experience as an employee of the school from positions without vacation allowance. Computation will be based on 2,080 hours for each year of credit given on the vacation scheduled.
- h) Effective July 1, 2011, employees hired after July 1, 2001, shall not qualify for vacation accruals, but rather qualify for Paid Time Off (PTO) referenced below.

Section 9. Paid Time Off: This Section shall only apply to employees hired after July 1, 2001, and shall become effective July 1, 2011.

Subd. 1. PTO: Employees who accrue Paid Time Off (PTO) shall no longer accrue vacation time, sick leave, or personal leave. The PTO bank can be used for any circumstance where an employee needs to be off work.

Subd. 2. Accruals: Effective July 1, 2011, Employees shall accrue PTO hours based on the following accrual schedule:

a.	Year 1:	120 hours
b.	Year 2:	128 hours
c.	Year 3:	160 hours
d.	Year 5:	184 hours
e.	Year 7:	192 hours
f.	Year 10:	200 hours
g.	Year 12:	208 hours
h.	Year 14:	216 hours
i.	Year 15:	240 hours

Subd. 3. Current Sick Leave Balances: Effective July 1, 2011, existing sick leave balances shall be frozen. Employees will be allowed to access their frozen sick leave balance only in cases where an employee needs to access these hours as part of the "bridge" period prior to long term disability coverage. The frozen sick leave balance shall not be available for any other purpose.

Subd. 4. Current Vacation Balances: Effective July 1, 2011, existing vacation balances shall be reduced by 6.00 hours, and the remaining balance will be used as each employee's beginning PTO bank. (The vacation balance on July 1, 2011 will be pro-rated.) If an employee's vacation balance is above 200.00 hours, they will be allowed to start with a beginning PTO balance above 200.00 hours. If an employee does not have at least 6.00 hours in their vacation bank on July 1, 2011, their PTO bank will start as a negative amount.

Subd. 5. Personal Days: Effective June 30, 2011, all personal days will be eliminated, and no additional personal days shall be accrued.

Subd. 6. Maximum Carryover: Employees shall be allowed to carryover a maximum of 200.00 PTO hours into any succeeding year, beginning July 1st each year. All PTO hours in excess of 200.00 hours on July 1st each year will be eliminated from the employee's PTO bank.

Subd. 7. Maximum Payout Upon Termination: The maximum payout of PTO hours upon termination of employment shall equal 70.00% of unused PTO hours, calculated at the employee's basic daily rate excluding any additional compensation. In no event shall such payout upon termination exceed 220.00 hours.

Subd. 8. PTO Usage: Use of PTO time shall be approved in advance by an employee's supervisor, except in circumstances relating to illness.

Section 10. Placement on Schedule: Confidential Employees will be placed within the scheduled range as determined by the requirements of the job and the discretion of Human Resources. Employees hired after March 30 will not be eligible for a step movement until July 1 of the following year.

Section 11. Probationary Period: The probationary period for Confidential Employees to this School District will be one (1) year. During the probationary period, the Confidential Employees may be dismissed or re-allocated to another position at the discretion of the employee's supervisor and the Director of Human Resources at any time it becomes apparent that the employee is not able or qualified to perform the duties of his/her position. If an employee is re-allocated to another position during their initial probationary period, they shall serve a new probation of six (6) months. Upon completion of the probationary period, the employee will establish regular status unless otherwise notified in writing by the employer prior to that date. Probationary employees will be evaluated in writing by their immediate supervisor.

Section 12. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous employment service, in any capacity with the School District, who are at least fifty (50) years of age, will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board.

Subd. 2. Exclusion: This section will apply only to employees whose service, in any capacity with the School District has been full-time as defined by this Agreement and whose service began prior to July 1, 2001. For employees whose employment began after this date, the provisions of this section will not be applicable.

Subd. 3. Calculation of Benefits: An employee will be eligible to receive as incentive pay, upon retirement, the amount obtained by multiplying sixty percent (60%) of the unused number of sick leave days, but in any event not to exceed ninety (90) days, times his/her daily rate.

Subd. 4. Determining Daily Rate of Pay: In applying these provisions, an employee's daily rate of pay will be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and will not include any additional compensation.

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

Subd. 6. Payment Schedule 55 and Over: Incentive pay for retirement at or after age 55 will be paid by the School District on July 20 of the same year if the retirement date is between January 1 and June 30. If the retirement date is between July 1 and December 31, it will require payment on January 20 of the following year.

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

Section 13. 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 by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes.

The plan year will commence January 1 through December 31 of each year. 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 14. Retirement Savings Plans: In accordance with Section 457 or 403(b) of the Internal Revenue Code and M.S. 356.24, the School District 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 403(b) retirement savings plan. The plan must meet the School District's guidelines for approval. These contributions shall be paid in equal increments in accordance with the payroll schedule and as described in Subd. 1. of this Section.

Subd. 1. District Match – Effective July 1, 2006: The School District's match of an eligible employee's contributions will be the amount listed below. The School District's match is applicable for eligible employee contributions made towards the Minnesota State Deferred Compensation Program (Section 457) or the School District's approved 403(b) plan.

Employees are eligible beginning at Step 3.	Maximum District Annual Match Amount
(The District will match up to \$27.50 per pay check up to a maximum of \$660 per year.)	\$660*

Subd. 2. District Annual Match – Effective July 1, 2007: The School District's match of an eligible employee's contribution will be the amount listed below.

Employees Whose Service Began Prior to July 1, 2007	District Annual Match
Employees are eligible beginning at Step 3 (The School District's match is applicable for eligible employee contributions made towards the Minnesota State Deferred Compensation Program (Section 457) or the School District's approved 403(b) plan.)	Maximum District Annual Match Amount
(The District will match up to \$27.50 per pay check up to a maximum of \$660 per year.)	\$660*

Employees Whose Service Began After June 30, 2007	District Annual Match
Employees are eligible beginning at Step 3 (The School District's match is applicable for eligible employee contributions made towards the School District's approved 403(b) plan.)	Maximum District Annual Match Amount
(The District will match up to \$27.50 per pay check up to a maximum of \$660 per year.)	\$660*

*Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually.

Section 15. National Certifications / Education Stipends:

Subd. 1. Certifications: Certifications and Education Stipends: The District shall provide additional compensation according to this section for the following nationally recognized certifications, and attainment of the following educational standards:

- a) Society for Human Resource Management (SHRM)
- b) Certified Payroll Professional (CPP), American Payroll Association
- c) Fundamental Payroll Certification (FPC), American Payroll Association
- d) Election Clerk Certification
- e) Bachelor's degree in a related field

Subd. 2. Pay Rate: Upon certification as recognized in this section, an employee will be paid an additional amount each year the certification or education level is maintained. Payment will be made February 5 each year.

- a) Employees who successfully complete the Society for Human Resource Management (SHRM) certification will be paid a stipend of \$300.00 each year the certification is maintained.
- b) Employees who successfully complete the Certified Payroll Professional (CPP) certification will be paid a stipend of \$300.00 each year the certification is maintained.
- c) Employees who successfully complete the Fundamental Payroll Certification (FPC) will be paid a stipend of \$200.00 each year the certification is maintained.
- d) Employees who successfully complete the Election Clerk certification will be paid a stipend of \$200.00 each year the certification is maintained.
- e) Employees who hold a Bachelor's degree in a field related to their job assignment will be paid a stipend of \$300.00 each year.

Subd. 3. Eligibility: An employee must be certified by December 31 to be eligible for the stipend on the following February 5.

Subd. 4. Application: Eligible employees must initially apply by December 31 to receive the stipend the following February 5. Employees must notify the Director of Human Resources if any change in eligibility for the stipend occurs (i.e., expiration of certification, failure to pay fees, reduction in certification, or other reasons).

Section 16. Leadership and Innovation Stipends: Effective July 1, 2011, the School District and Confidential Employees shall establish a Leadership and Innovation Committee consisting of equal representation from each party. The Committee shall establish and award Leadership and Innovation Stipends totaling one thousand dollars (\$1,000.00) annually under the following conditions:

Subd. 1. The stipend(s) shall be awarded upon consensus of the Committee, and shall total no more than \$1,000 annually.

Subd. 2. The Committee shall establish criteria for awarding the stipends. The criteria must focus on achieving the District's mission, core values and strategies.

Subd. 3. Employees shall be eligible for the stipend if they exhibit exemplary leadership and/or innovation in helping the District achieve its mission, core values and strategies.

Subd. 4. The stipend(s) can be awarded to a single employee or multiple employees, based on the judgment of the Committee acting by consensus.

Subd. 5. The annual stipend total of \$1,000 shall not carry over from year to year.

Subd. 6. If a stipend is awarded, it shall be paid within a reasonable time after the Committee determines a stipend should be awarded.

ARTICLE VII GROUP INSURANCE

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

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: Effective January 1, 2007 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) Single Coverage: Effective January 1, 2007, 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.
- b) Employee +1 Coverage: Effective January 1, 2007, the School District will pay seventy-five percent (75%) of the total premium cost for Employee +1 coverage for each full-time employee qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
- c) Family Coverage: Effective January 1, 2007, the School District will pay seventy-five percent (75%) of the total premium cost for Family coverage for each full-time employee qualifies for and enrolls in the School District's deductible group health and hospitalization plan.

d) 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 \$624.00 annually;
 - b. For employees who select Employee +1 coverage, the School District will contribute \$1,140.00 annually;
 - c. For employees who select Family coverage, the School District will contribute \$1,320.00 annually.
 2. Those employees who elect to participate in the deductible plan effective January 1, 2007 will receive the full annual School District contribution to the VEBA trust upon their enrollment. Employees who elect to participate in the deductible health and hospitalization plan with an effective date after January 1, 2007 through June 30, 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.
 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.
- e) 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.

Subd. 4. Group Term Life Insurance: The School Board will pay the full premium per year for each \$1,000 in coverage toward the premium for group term life insurance for all full-time employees employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Full-time employees who qualify and enroll will be covered by group term life insurance to a maximum of one times base annual salary calculated to the nearest \$500.

Subd. 5. Supplemental Group Term Life Insurance: Confidential Employees will have the option, subject to the conditions established by the School Board's carrier, for group term life insurance as provided in Subd. 2, to purchase supplemental group term life insurance in the amounts of \$25,000, \$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 deductions.

Subd. 6. Long-Term Disability Income Protection: The School Board will pay the full premium per year per \$1,000 in coverage toward the premium for employee coverage in the existing long-term disability income protection plan of the School Board for the full-time employees employed by the School Board who qualify for and enroll in such coverage. This coverage will apply to the base annual salary.

Subd. 7. Dental Insurance:

- a) **Single Coverage:** The School Board will pay the full premium for individual coverage for each full-time Confidential Employee who qualifies for and enrolls in the School District's group dental insurance plan.
- b) **Family Coverage:** The premium cost of the family/dependent coverage for each full-time Confidential Employee who qualifies for and enrolls in the School District's group dental insurance coverage will be paid in total by the Confidential Employees and paid by payroll deduction minus the School District's contribution for single coverage. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 2. Eligibility: Full-time Confidential 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 Board and the carrier of the coverage.

Section 3. Enrollment: All employees qualifying will enroll for such coverage in accordance with the procedures established by the School Board.

Section 4. Claims Against the School District: It is understood that the School Board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for School Board 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 6. 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 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.

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. Effective July 1, 2011, this Section shall not apply to employees hired after July 1, 2001.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive. If any 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 Board 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. Sick leave may also be used for illness of a minor child as provided for in M.S.S. 181.9413 (sick or injured child care leave), provided the employee has unused sick leave at the time of such absence. Employees will be entitled to request and use sick leave in one (1) hour increments.

Subd. 4. Use – Pregnancy: An employee may utilize available sick leave, subject to the provisions of this section and Section 6 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or childbirth. Such an employee will notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated 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 order to qualify for sick leave pay. However, the final determination as to the eligibility of a Confidential Employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised by the School District.

Subd. 6. Accrual 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. Payroll Deduction: 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 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, who elects to receive sick leave pursuant to this Agreement, 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: Effective July 1, 2011, this Section shall not apply to employees hired after July 1, 2001.

Subd. 1. Use: Confidential Employees will be granted up to a maximum of ten (10) days of absence per year 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 accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.

Section 3. Bereavement Leave: Effective July 1, 2011, this Section shall not apply to employees hired after July 1, 2001.

Subd. 1. Use – Immediate Family: Full-time Confidential Employees will be granted up to five (5) days for absence due to death of each member of employee's or spouses 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 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 pro-rated daily rate of pay. Additional absences, but not to exceed five (5) additional days, may be granted.

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 occurrence 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 deduction equal to the pro-rated daily rate of pay.

Section 4. Personal Leave: Effective July 1, 2011, this Section shall not apply to employees hired after July 1, 2001. A full-time Confidential Employee will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the employee's personal attention not covered under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to the supervisor and Assistant Superintendent, Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. The day(s) will not be deducted from sick leave.

Subd. 2. Limit: At no time will more than one (1) of the employees covered by this Agreement be granted personal leave.

Section 5. Jury Duty: A Confidential Employee summoned to jury duty will be granted time off with pay.

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

Subd. 2. Remittance of Stipend: Employees who receive a stipend for jury duty are to reimburse the School District for the amount received, minus the mileage and parking 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 provisions of Subdivisions. 1 and 2 of this Section are met. Failure to do so will result in a salary deduction equal to the pro-rated rate of pay.

Section 6. 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. This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Employees may be granted partial leaves of absence appropriate to the job assignment.

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

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery. Effective July 1, 2011, this subdivision shall not apply to employees hired after July 1, 2001.

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. Effective July 1, 2011, this subdivision shall not apply to employees hired after July 1, 2001.

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

- a) The request of the employee.
- b) The specific employment duties of the employee involved.
- c) The health and welfare of the employee, unborn child or adopted child.
- d) The recommendation of the employee's licensed physician.

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

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

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

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

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

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

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

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

Subd. 12. 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. 13. Salary: Any child care/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: 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. 15. Notification to Return: An employee on child care/adoption leave of absence will be sent a Notification of Assignment from Human Resources by certified mail according to the following schedule:

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

Subd. 16. Failure to Return Contract: The employee will lose all re-employment rights if the employee refuses or fails to return the contract by certified mail within ten (10) days.

Section 7. Long-Term Leave: Eligibility: 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 School 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
- Health
- Retraining or Career Change
- Election to Political Office
- Approved Travel
- Family Reasons (Issues)

Subd. 5. Requests: Requests for leaves must be made at least thirty (30) days in advance on PF 21 (leave of absence request) and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources. The number of staff on approved leave in any school year will not exceed one (1) of the total Confidential Employee staff.

Subd. 6. Notification to Return: An employee returning from long-term leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

Section 8. Short-Term Leaves: Full-time Confidential Employees may apply for a short-term leave of absence.

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

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

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

Any special conditions or arrangements established by the 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-1: The number of staff on short-term leave on any day will not exceed one (1) of the total Confidential Employee staff.

Section 9. Religious Holiday Leave:

Subd. 1. Use: Confidential Support Staff may be granted up to three (3) days of religious holiday leave. Confidential Support Staff must make application to Human Resources at least three (3) days prior to the religious holiday. Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 4, Personal Leave, or Section 1, Sick Leave, or Article VI, Section 8, Vacation, or Article VI, Section 9, Paid Time Off, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

**ARTICLE IX
GRIEVANCE PROCEDURE**

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

Section 2. Representative: The employee, supervisor, or School Board maybe 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 hereinafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

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

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

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

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

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

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

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

Subd. 4. Submission of Grievance Information:

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

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

Subd. 6. Decision: The decision of the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

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

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

Section 9. General:

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

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

ARTICLE X DURATION

Section 1. Term and Reopening Negotiations: This Agreement will run from July 1, 2010, through June 30, 2012. If either party desires to modify or amend this Agreement commencing on July 1, 2010, it will give written notice of such intent no later than May 1, 2012. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the Confidential Employees of Independent School District 279. 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.

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

Section 4. Severability: The provisions of this Agreement will be severable, and if any provision thereof 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.