

**CONTRACT**

**Between**



**UNITING COMMUNITIES OF EXCELLENCE**

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

*And*



**EDUCATION MINNESOTA - OSSEO  
EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL #7325**

**Effective Dates: July 1, 2010 - June 30, 2012**

AGREEMENT  
ON  
TERMS AND CONDITIONS OF EMPLOYMENT

Between

Board of Education  
Independent School District 279  
Maple Grove, Minnesota

And

**EDUCATION MINNESOTA – OSSEO  
EDUCATIONAL SUPPORT PROFESSIONALS, Local #7325**

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

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

For Education Minnesota - Osseo  
Educational Support Professionals

Becky Hespen  
President

Mary Sundeen  
Co - President

Sandy Miller  
Education Minnesota, OSSEO Field Staff

For Independent School District 279

John L. Nelson  
Chair, Board of Education

Kim Green  
Clerk, Board of Education

Steve Zed  
Director, Labor Relations

Dated this 27 day of October, 2010

Dated this 19 day of October, 2010

ESP Negotiation Team:

Becky Hespen-President  
Sandy Miller-Field Staff  
Marissa Gordon  
Pam Groebner  
Laurie Jones  
Dick Piepho  
Dick Pryd  
Mary Sundeen

Address of Official Notice:  
Education Minnesota – OSSEO  
Educational Support Professionals  
Local #7325:  
Becky Hespen and Mary Sundeen  
10200 73<sup>rd</sup> Avenue North  
Maple Grove, MN 55369

School Board:  
Office of the Superintendent of Schools  
ISD 279- Osseo Area Schools  
11200 93rd Avenue North  
Maple Grove, MN 55369

ISD279/Education Minnesota–Osseo Educational Support Professionals, Local #7325  
Agreement on Terms and Conditions of Employment: July 1, 2010 through June 30, 2012

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**ARTICLE I  
PURPOSE OF AGREEMENT**

**Section 1. Parties:** This Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board and the Education Minnesota–OSSEO Educational Support Professionals, hereinafter referred to as the Exclusive Representative, 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 the Educational Support Professionals during the term of this Agreement.

**ARTICLE II  
EMPLOYEE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School Board recognizes the Education Minnesota–OSSEO Educational Support Professionals as the Exclusive Representative of Educational Support Professionals employed by the School Board. The Exclusive Representative will have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative will represent all the Educational Support Professional employees of the School District as defined in this Agreement and in said Act.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Will mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA.

**Section 2. Educational Support Professional Employee:** Will mean all Educational Support Professionals (including but not limited to Instructional Educational Support Professionals and Clerical Educational Support Professionals) employed by the School District, who are public employees within the meaning of Minnesota Statutes §179A.03, Subd. 14, excluding supervisory, confidential, and all other 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 Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

**Section 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Educational Support Professional employees also recognize the right, obligation and duty of the School Board, and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and 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 EDUCATIONAL SUPPORT PROFESSIONAL EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not 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:** Educational Support Professional 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. Educational Support Professional 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 District.

**Section 3. Request for Dues Check-off:** Educational Support Professional employees will have the right to request dues check-off for the Exclusive Representative in accordance with the provisions of PELRA. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the Exclusive Representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing. Such dues deducted will be forwarded to the treasurer of the Education Minnesota – Osseo Educational Support Professionals.

**Section 4. Fair Share Fee:** In accordance with PELRA, any Educational Support Professional included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fee for any Educational Support Professional will be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event will the fee exceed eighty-five percent (85%) of the regular membership dues.

**Subd. 1. Authorization:** The Exclusive Representative will provide written notice of the amount of the fair share fee assessment to the Bureau of Mediation Services, the School District, and to each Educational Support Professional to be assessed the fair share fee. Upon employment with the School District, all Educational Support Professionals fall under the "fair share" status. Educational Support Professionals must sign a dues card and return it to the treasurer of the Education Minnesota – Osseo Educational Support Professionals to become a "full share" member.

**Subd. 2. Challenge:** A challenge by an Educational Support Professional or by a person aggrieved by the assessment will be filed in writing with the Bureau of Mediation Services, the School District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges will specify those portions of the assessment challenged and the reasons, therefore, but the burden of proof relating to the amount of the fair share fee will be on the Exclusive Representative. The School District will deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge, if filed, the deductions for a fair share fee will be held in escrow by the School District pending a decision by the Bureau of Mediation Services or court. Any fair share challenge will not be subject to the grievance procedure.

**Subd. 3. Claims Against the School District:** The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

**Section 5. Remitting to the Exclusive Representative:** With respect to all dues deducted by the District, whether for membership dues or fair share fee, the District shall remit to the Exclusive Representative within thirty (30) calendar days from each date of deduction, the total amount deducted, accompanied by the list of Educational Support Professionals for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise the District of all members of the Exclusive Representative in good standing and from time to time furnish information needed by the District to fulfill the provisions of this Article, and not otherwise available to the District.

**Section 6. Personnel Files:**

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

**Subd. 2. Review:** A written request will be made to Human Resources. Human Resources will comply with a written request pursuant to Subd. 1 of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review his/her personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation.

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

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

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

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

**Section 7. Other Rights:** Educational Support Professional employees will have all other rights prescribed by PELRA.

**ARTICLE VI  
GENERAL EMPLOYMENT CONDITIONS**

**Section 1. 2010-2011 Hourly Rates of Pay:**

Subd. 1. The following hourly rates of pay will be in effect for the period of July 1, 2010, through June 30, 2011.

	<u>Classification I</u>	<u>Classification II</u>
Step 1	\$11.47	\$12.33
Step 2	\$12.57	\$13.44
Step 3	\$14.13	\$14.75
Step 4	\$16.20	\$16.26
Step 5		\$17.95

Subd. 2. Career Increment:

- a) A career increment of \$0.45/hour will be paid to all Educational Support Professional employees who have ten (10) or more years of consecutive employment in Independent School District 279.
- b) An additional career increment of \$0.10/hour will be paid to all Educational Support Professional employees who have fifteen (15) or more years of consecutive employment in Independent School District 279.
- c) An additional career increment of \$0.15/hour will be paid to all Educational Support Professional employees who have twenty (20) or more years of consecutive employment in Independent School District 279.

Subd. 3. The following rates will be paid for appropriate licensure/certificates:

Technical Tutor	\$0.55/hour
EMT	\$0.55/hour
MN Teachers License	\$0.55/hour

Only those jobs requiring licensure per the job description, with the exception of Minnesota Teacher's license, will be eligible for this additional amount. A current copy of the license/certificate must be on file in Human Resources to be eligible.

**Section 2. 2011-2012 Hourly Rates of Pay**

Subd. 1. The following hourly rates of pay will be in effect for the period of July 1, 2011 through June 30, 2012.

	<u>Classification I</u>	<u>Classification II</u>
Step 1	\$11.61	\$12.48
Step 2	\$12.73	\$13.61
Step 3	\$14.31	\$14.93
Step 4	\$16.40	\$16.46
Step 5		\$18.17

Subd. 2. Career Increment:

- a) A career increment of \$0.45/hour will be paid to all Educational Support Professional employees who have ten (10) or more years of consecutive employment in Independent School District 279.
- b) An additional career increment of \$0.10/hour will be paid to all Educational Support Professional employees who have fifteen (15) or more years of consecutive employment in Independent School District 279.
- c) An additional career increment of \$0.15/hour will be paid to all Educational Support Professional employees who have twenty (20) or more years of consecutive employment in Independent School District 279.

Subd. 3. The following rates will be paid for appropriate licensure/certificates:

Technical Tutor \$0.55/hour  
EMT \$0.55/hour  
MN Teachers License \$0.55/hr

Only those jobs requiring licensure per the job description, with the exception of Minnesota Teacher's license, will be eligible for this additional amount. A current copy of the license/certificate must be on file in Human Resources to be eligible.

### **Section 3. Classifications:**

**Subd. 1. The following job titles will be defined as Classification I:**

Building Volunteer Program Educational Support Professional  
Childcare Educational Support Professional – Infant/Toddler  
Clerical Educational Support Professional (including Lunchroom & Recess Monitors)  
Clerical Educational Support Professional [twelve (12) month]  
Early Childhood Program Educational Support Professional  
Kidstop Educational Support Professional (School-Age Childcare)  
Library/Media Educational Support Professional  
Parking Lot and Hall Monitor Educational Support Professional  
School Readiness/Be 4 Educational Support Professional

**Subd. 2. The following job titles will be defined as Classification II:**

Bus Educational Support Professional  
Career Resource Center Educational Support Professional  
ELL Educational Support Professional  
Information Technology Educational Support Professional  
Instructional Educational Support Professional  
Instructional Educational Support Professional /Specialty Credential  
LCTS Educational Support Professional  
Special Education Program Educational Support Professional  
Special Education/Vocational Trainer Educational Support Professional  
Title I Educational Support Professional

**Subd. 3. Temporary Positions:** A limited number of Educational Support Professional assignments may be considered "temporary" positions. Examples include, but are not limited to, Bus Educational Support Professionals, elementary overload, and persons filling replacement positions of Educational Support Professionals on authorized leave. Temporary positions will be clearly stated as temporary on the job posting and at the time of assignment.

**Ending of Temporary Positions** - An employee with regular status selected for a temporary position or an employee who achieves regular status in a temporary position will retain seniority status during the temporary assignment. When the temporary position ends due to the return of an Educational Support Professional on leave of absence, the regular status employee in the temporary assignment will be placed on a recall list subject to Article VI, Section 12, Job Elimination, Subdivisions 3, 4 and 5. When the temporary position ends due to the resignation of an Educational Support Professional on leave of absence, the regular status employee in the temporary position will be assigned the permanent position.

**Section 4. Placement on Schedule:**

**Subd. 1. Placement on Schedule:**

- a) Each ten (10) month employee who has worked a minimum of 89 paid days during the school fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) will move to the next step on the salary schedule on July 1<sup>st</sup> of the following year. Schedule advancements will occur on July 1<sup>st</sup> of each year for eligible employees. Educational Support Professionals will maintain their seniority based on their original hire date within the unit. For the purposes of this section, a day worked will include paid leave, and holiday pay.
- b) Each twelve (12) month employee who has worked a minimum of 130 paid days during the school fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) will move to the next step on the salary schedule on July 1<sup>st</sup> of the following year. Schedule advancements will occur on July 1<sup>st</sup> of each year for eligible employees. Educational Support Professionals will maintain their seniority based on their original hire date within the unit. For the purposes of this section, a day worked will include paid leave, vacation and holiday pay.

**Section 5. Holidays:** Educational Support Professionals regularly scheduled to work ten and one half (10 1/2) hours or more per week will be granted six (6) paid holidays as determined by the School Board prior to July 1 each year. Twelve (12) month Educational Support Professionals will be granted eleven (11) paid holidays as determined by the School Board prior to July 1 each year.

The following six (6) paid holidays will be granted for the 2010-2012 contract year.

- |                      |  |
|----------------------|--|
| Thanksgiving Holiday | Winter Holidays (2 days)                       |
| New Year's Holiday   | President's Day or Martin Luther King, Jr. Day |
| Spring Holiday       |  |

NOTE: The Kidstop Educational Support Professionals calendar will indicate their paid holidays.

**Section 6. Vacation – Clerical Educational Support Professionals (Twelve (12) month):**

Twelve-month employees who are required to work all year and are notified as such at time of hire will be granted vacation, calculated by the number of hours in each employee's assignment for the upcoming school year, as follows:

- |  |                                |
|--|--------------------------------|
| After six months of consecutive employment     | 1 week                         |
| After one year of consecutive employment       | 1 week (total of 2 weeks/year) |
| Each year of consecutive employment thereafter | 2 weeks                        |

Effective July 1, 2011, twelve-month employees who are required to work all year and are notified as such at the time of hire will be granted vacation, calculated by the number of hours in each employee's assignment for the upcoming school year, as follows:

After six months of consecutive employment	five (5) days
After one year of consecutive employment	ten (10) days
After five (5) years of consecutive employment	fifteen (15) days

**Conditions for Vacation Allowance:**

- a) Vacation may be used in one-hour increments.
- b) Vacation must be earned prior to the time it is taken. Vacation will be credited pro-rata for each month earned consistent with the first payroll cycle each month. Employees who have completed six months will receive retroactive pro-rata credit effective with the first payroll in July. Exceptions may be granted on a pro rata basis when scheduled through the supervisor and approved by the Assistant Superintendent, Human Resources.
- c) Vacation time earned as of June 30<sup>th</sup> in a fiscal year must be used prior to July 1<sup>st</sup> of the following fiscal year. Employees with accrued vacation earned prior to June 30, 2008 must use accrued vacation time prior to June 30, 2011. Unused time as of July 1, 2011 will be forfeited. Employees will be allowed to carry over up to ten (10) vacation days to be used no later than December 31<sup>st</sup> of the current calendar year.
- d) Vacation must be scheduled in advance with the employee's supervisor and must be approved by the Assistant Superintendent, Human Resources.
- e) An employee resigning prior to an earned vacation period 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. If an employee is terminated for just cause, the employee is not eligible for any accrued vacation time.
- f) Illnesses sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefit.

**Section 7. Seniority:**

**Subd. 1. Seniority Date:** An employee's seniority date will be the original date of employment in the School District within the Educational Support Professional unit.

**Subd. 2. Earn:** To earn and maintain seniority privileges, an Educational Support Professional must regularly work ten and one-half (10-1/2) hours or more per week.

**Subd. 3. Accrual for ESP's With Multiple Job Titles:** ESP's must be assigned a minimum of ten (10) hours per week in an individual job title to assert seniority rights.

**Subd. 4. Forfeiture:** An employee who is discharged, resigns, or does not report for an assignment after being recalled will forfeit all seniority rights. An employee loses rights to seniority after being laid-off for more than twelve months without being recalled.

**Section 8. Hours:** Educational Support Professionals will normally work student contact days/hours for the program associated with their work assignment. Additional days/hours may be assigned upon approval of the supervisor and Human Resources.

**Subd. 1. Required Workshops:** Educational Support Professionals will be paid for time attending required seminars or in-service activities.

**Subd. 2. Regular And Overtime Compensation:** All Educational Support Professionals working beyond scheduled time will be compensated at their regular rate. Employees working over forty (40) hours in a week will be paid one and one half (1-1/2) times their regular rate.

**Section 9. Probation and Regular Status:**

**Subd. 1. Probationary Status – Employees Hired Prior to July 1, 2010:** New employees will be considered as probationary employees until they have completed nine (9) working months of employment. During this time they have no seniority privileges and may be transferred, discharged or laid off. Upon completion of nine (9) working months of employment, an employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

**Subd. 2. Probationary Status – Employees Hired on or After July 1, 2010:** New employees will be considered as probationary employees for a period of at least one hundred (100) working days, ending on June 30. Working days shall include days actually worked, vacation, sick leave, paid holidays, and personal leave. If a school year ends prior to a probationary employee serving at least one hundred (100) working days, such employee shall be on probation for the following school year, ending June 30. During this time they have no seniority privileges and may be transferred, discharged or laid off. Upon completion of the probationary period, an employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

**Subd. 3. Regular Status:** When an employee achieves regular status, the employee will have seniority privileges and may not be discharged without just cause.

**Subd.4. Classification Change – Probation:** An employee changing classification will be considered probationary in the new assignment for a period of ninety (90) days. In the event an employee does not satisfactorily complete the probationary period, they will be placed on the School District's recall list according to their previous classification and job assignment.

**Section 10. Progressive Discipline:** The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand; 2) written reprimand; 3) suspension without pay; 4) discharge. Notwithstanding this concept, the School District reserves, in its sole discretion, the right to impose discipline at any level. An oral or written reprimand may be grieved up to Level III of the grievance procedure as outlined in Article IX but may not be carried to arbitration.

**Section 11. Classification Transfers:**

Subd. 1. Probationary Transfer: An Educational Support Professional may transfer during their probationary status if the new position would provide more hours or be a Classification II Educational Support Professional position with higher compensation.

Subd. 2. Step Placement – To Classification I: An employee will retain the same step position for wage purposes when changing from Classification II to Classification I.

Subd. 3. Step Placement – To Classification II: Employees changing from Classification I to Classification II will retain the same step position.

**Section 12. Mutually Agreed Transfers:**

Subd. 1. By mutual agreement of the union, acting on behalf of its member, the School District, and affected site supervisors, an employee may be transferred to a position for which he/she is qualified.

Subd. 2. Such transfers shall not be used as a disciplinary tool or the result of a disciplinary action.

**Section 13: Posting of Positions:**

Subd. 1. Job Postings: Vacancies to be filled will be posted on the School District's website for a period of-three (3) business days. Employees interested in applying should follow the application process rules.

Subd. 2. Positions posted on or after August 15 shall not be filled until after one (1) working day has elapsed after the date of posting.

Subd. 3. Employees who apply during the designated time frame will be considered on the basis of previous work experience, training and job performance. All employees who apply for a position will be notified in writing when the position has been filled. Management reserves the right to make the final decision in filling the position.

#### **Section 14. Notification of Employment:**

**Subd. 1.** The district shall notify Educational Support Professionals of any reduction in hours of work for the subsequent school year, generally, by June 1<sup>st</sup> of the current school year. Written notification from the District/Building-site will be provided to employees indicating tentative placement, assignment, and hours according to the schedule before August 15<sup>th</sup> prior to the start of the school year.

**Subd. 2.** New employees shall receive written notification of placement, assignment, hours, wages and benefits upon hire.

**Subd. 3.** The District reserves the right to make any modifications or adjustments in their assignments during the school year. Any involuntary reduction in benefits eligible hours after the first day of school shall cause no reduction in an employee's benefit status for the current school year.

**Subd. 4.** The District shall make available to the Union, periodically, information regarding any modifications or adjustments to the assignments of Educational Support Professionals.

**Section 15. Job Elimination or Hour Reduction:** The purpose of this section is to protect the hours of work of employees according to their length of service, so that least senior employees are more affected by reductions, and most senior employees are least affected by reductions in hours worked.

**Subd. 1. Seniority/Job Elimination:** In the event of job elimination, the employee with the least seniority in their classification and job title assignment in the building will be displaced first. The displaced employee may post for open positions. In the event the displaced employee does not apply or is not selected for an open position through the normal hiring process, s/he will be placed into an open position for which s/he is qualified in their classification. In the event that no open position is available in their classification, the displaced employee, if qualified, will have the right to displace the least senior employee in their classification and job title assignment in the School District. In the alternative, an employee may accept a layoff and be placed on the recall list pursuant to Subd. 3 below.

**Subd. 2. Seniority/Hour Reduction:** In the event of job reduction the employee with the least seniority in their classification and job title assignment in the building will have their hours reduced first. However, programs at each building must operate in a manner that best serves students, so it may be necessary to accomplish the total hour reduction needed by partially reducing the hours of more than one employee beginning with the employee with the least seniority until the necessary reduction is accomplished. The District may not parcel out the reduction to more than one employee in the aforementioned manner if the sole purpose is to avoid paying insurance or other benefits to eligible employees or to simply take hours from one employee to give to another employee without proper program justification.

**Subd. 3. Seniority Tie Breaker:** In the event of a tie in seniority for purposes of job elimination or reduction in hours, the following criteria will be used to determine seniority. (Employees who terminate their employment and are later re-hired will establish seniority on their re-hire date):

Seniority will be determined according to the following criteria:

- a. Whether an employee has obtained documented “highly qualified” status, or obtained Minnesota voluntary credential, as identified on the seniority list; then
- b. The highest last four (4) digits of the employee’s PERA number.

**Subd. 4. Recall List:** An employee who is laid off will be placed on a recall list by classification. While on the recall list, an employee may not participate in the posting process, but when a position becomes available, the most senior qualified employee within the classification will be recalled first. An employee will have the right to refuse a job offer once, but if the employee fails to accept a position upon the second job offer, such failure will be viewed as a resignation by the employee. An employee who accepts a position will be removed from recall status. If the employee fails to report to work upon two (2) weeks notice of recall, this will cause the employee to lose all recall rights.

**Subd. 5. Outside Recall Rehire:** The School District will not hire any person from outside the bargaining unit until all Educational Support Professionals on recall have been offered all available openings for which they are qualified.

**Subd. 6. Recall Period:** An employee will be kept on the recall list up to twenty four (24) months after the layoff if no position has been offered. An Educational Support Professional on recall may substitute at his/her former hourly rate of pay.

**Section 16. Emergency School Closing:** In the event school starts late or is closed early due to inclement weather or other emergency situations, Educational Support Professionals will be paid for their normal work assignment on such days. On such days, their work assignment will be determined by their immediate supervisor. In the event school is canceled due to inclement weather or other emergency situations, Educational Support Professionals will be paid for up to three (3) days, per year, for their normal work assignment.

**Section 17. Deferred Compensation Programs:** In accordance with Section 457 or 403b 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 plan, or a 403b tax sheltered annuity plan which has met the School District’s guidelines. Any selected plan must meet the School District’s guidelines. These contributions will be paid each pay period.

Subd. 1. Monthly School District Match, 2010-2011:

	<u>Classification I</u>	<u>Classification II</u>
Step 4	\$24*	\$24*

\* As a guide, for 10-month employees, the match equals \$12 per paycheck, for 19 paychecks. For 12-month employees, the match equals \$12 per paycheck, for 24 paychecks.

Subd. 2. Monthly School District Match, 2011-2012:

	<u>Classification I</u>	<u>Classification II</u>
Step 4	\$30*	\$30*

\* As a guide, for 10-month employees, the match equals \$15 per paycheck, for 19 paychecks. For 12-month employees, the match equals \$15 per paycheck, for 24 paychecks.

Subd. 3. Member Education: The Union and the District agree to work cooperatively to provide information and/or education to ESP members regarding participation in the deferred compensation program on an annual basis.

**Section 18. Section 125 Plan:** The School District will provide a Section 125 Plan under the Internal Revenue code for all “full-time” (school year employees regularly working at least 30 hours per week and 12 month employees regularly working at least 21-1/4 hours per week) employees as defined in Article VII, Section 2.

Subd. 1. The Section 125 Plan will be available to both active and retired staff.

Subd. 2. 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 be determined by the School Board. There are three components to the plan:

- Health insurance premium deduction with pre-tax dollars.
- Dependent care reimbursement account.
- Medical expense reimbursement account (Step 3 or higher).

**Section 19. Sick Leave Reduction Stipend:** All employees shall be entitled to a Sick Leave Reduction Stipend under the following conditions:

Subd. 1. Sick leave use for the entire bargaining unit must average 50.00% or less for the year.

Subd. 2. Average sick leave use will be determined by adding all the days used by each member of the bargaining unit for personal illness and family illness (excluding medical leaves of absence), and dividing that total by all the days accrued by each member of the bargaining unit. If the resulting percentage of sick leave use is 50.00% or less, all employees shall qualify for a stipend. The calculation for average sick leave use will be performed and administered by the Human Resources Department.

Subd. 3. The sick leave reduction shall pay as follows:

- a. If the conditions of Subd. 1 and Subd. 2 above are met; all employees shall receive a one-time payment of \$100.00.
- b. If the conditions of Subd. 1 and Subd. 2 above are met, and an employee has used 40.00% or less of their accrued sick leave for personal illness or family illness (excluding medical leaves of absence), the employee shall receive an additional \$50.00, totaling \$150.00.

Subd. 4. The stipend for each year, consisting of July 1, through June 30, shall be paid no later than September 20<sup>th</sup> of the following year.

## **ARTICLE VII GROUP INSURANCE**

**Section 1. Selection:** The selection of insurance carriers and policies will be made by the School Board. Education Minnesota – OSSEO ESP will have representation on the School District Insurance Advisory Committee as selected by EM-O ESP.

### **Section 2. Health and Hospitalization Insurance:**

Subd. 1. Coverage:

a) Single Coverage

1. The School District will pay the total premium cost for Single coverage for each 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 \$460.45 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 and paid by payroll deduction.

b) Employee +1/Employee +2 (Family) Coverage: The employee may choose to purchase employee +1 or family coverage at the cost of the employee +1 or family premium minus the monthly sum contributed by the School District towards the single coverage rate described in Subd.1.a. of this Section. The employee must qualify and enroll in the School District's group health and hospitalization plan and qualify for dependent payroll deduction

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

- For employees who select single coverage, the School District will contribute \$624.00 annually.
- For employees who select employee +1 coverage, the School District will contribute \$1,140.00 annually.
- For employees who select family coverage, the School District will contribute \$1,320.00 annually.

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

e) The School District will pay the cost of the administration of the plan and the cost of the trustee.

**Section 3. Long-Term Disability Income Protection:** The School District will pay the full premium for employee coverage in the existing long-term disability income protection plan of the School District for all employees who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

**Section 4. Eligibility:** School year employees regularly working at least 30 hours per week and 12 month employees regularly working at least 21-1/4 hours per week are eligible for the School District's basic health and hospitalization plan and are eligible for the School District's Long-Term Disability Income Protection Plan. Qualifications will include those established by the School District and the carrier of the coverage.

Subd 1: Eligibility in the event of an assignment reduction during the school year that would normally render the employee ineligible for benefits:

- A. Any employee who is notified on the first duty day of the school year that his/her assignment has been reduced will become ineligible for the District contribution to health insurance effective October 1<sup>st</sup>. The employee will have the option to continue coverage through COBRA at the employee's expense.
- B. Any eligible employee whose assignment is involuntarily reduced after the first duty day of the school year during the school year shall receive COBRA notification effective with the change in assignment date; however, the District

will maintain its current contribution to health insurance through the end of the school year and including the month of June. The employee who receives COBRA notification and elects continuation coverage shall be responsible for submitting their monthly premium portion, if any, to the COBRA administrator. The District will notify the COBRA administrator of the event and waive any COBRA processing fees.

- C. For the purposes of this section, the first duty day will be the first student contact day for the program associated with their work assignment.

Subd 2: Eligibility in the event of assignment reduction at the beginning of the following school year: Any employee who is notified before the end of the current school year that their assignment will be reduced the following school year and said assignment will serve to render them ineligible for benefits will receive COBRA notification effective July 1<sup>st</sup>. The employee will be responsible to elect insurance continuation and for the payment of all premiums.

Subd 3: Eligibility in the event of an assignment increase that renders the employee eligible for benefits: Any employee who becomes eligible for benefits at any time during the school year will receive all applicable benefits effective with the first day of their new assignment.

**Section 5. Enrollment:** All employees qualifying will enroll for such coverage's in accordance with the procedures established by the School District.

**Section 6. Claims Against the School District:** It is understood that the School District'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 District as a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Duration of Insurance Contribution:** 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 8. Insurance Program Eligibility in the Event of Retirement:** An employee who retires is eligible to participate in the health/hospitalization plan for a period of 15 years upon retirement, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1. Earn:** All 10-month Educational Support Professionals will accrue sick leave at the rate of one (1) day per month worked or a total maximum of ten (10) days annually. A twelve month Educational Support Professional will accrue one (1) day per month or a total maximum of twelve (12) days annually. (Twelve-month Educational Support Professionals are required to work all year and are notified as such at time of hire.) A "day" of sick leave is defined as the normal working day of the employee. Employees will be entitled to request sick leave in one hour increments.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive.

**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 personal 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. 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. 5. Deduction:** Sick leave allowed will be deducted from the employee's accrued sick leave days.

**Subd. 6. Approval:** Sick leave pay will be approved only upon submission of a timely request in accordance with District procedure and subject to available balance.

**Subd. 7. Summer School/Elective Seasonal:** A maximum of two (2) days accrued sick leave for personal illness only may be used during summer school or elective seasonal work assignments.

**Subd. 8. Use - Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long Term Disability (Ltd.):**

- 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 District under the provisions of the Workers' Compensation Act, or an absence covered by the School District's Long Term Disability (Ltd.) policy, the School District 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. payment.
- c) Such payment will be paid by the School District 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 who elects to receive sick leave pursuant to this Policy, will submit the Workers' Compensation check endorsed to the School District prior to receiving payment from the School District for this absence.
- f) An Educational Support Professional who is unable to perform work duties and responsibilities due to an injury which occurs during the duty day as a result of a student-related incident, will be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a) through e) of this subdivision.

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

**Subd. 1. Use:** Educational Support Professionals will be granted up to ten (10) days absence per year for illness in the Educational Support Professional's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. 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. Those days will be deducted from accrued sick leave.

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

**Subd. 1. Use – Immediate Family:** Educational Support Professionals will be granted up to but not to exceed five (5) days for absence due to death of each member of the 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 same relationship with the employee. Such absences will be deducted from accrued sick leave.

**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.

#### **Section 4. 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 District 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 District 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 District, the School District 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 beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

**Subd. 12. Notification to Return:** 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. 13. Failure to Return Notice:** The employees 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 5. Adoption Leave: Purpose:** 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 fifteen (15) days of personal sick leave to attend to the medical and health care needs of the child, commencing the date of the child's arrival in the employee's custody.

**Subd. 4. Duration:** In making a determination concerning the commencement and duration of an adoption leave, the School District 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. 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. 10. 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. 11. Salary:** The parties agree that any adoption leave granted under this section will be leave without pay.

**Section 6. Long-term Leave: Eligibility:** Educational Support Professionals who have a minimum of three (3) years experience in the School District may apply for one unpaid leave of absence, once during their School District employment, due to health reasons (self or family), educational purposes, election to political office, approved travel or retraining (career change). Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

**Subd. 1. Request:** Requests for leaves must be made at least thirty (30) days in advance except in emergencies 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 at any given time will not exceed three percent (3%) of the total Educational Support Professional staff.

**Subd. 2. Duration:** Leave may be granted for a period of time up to one (1) year.

**Subd. 3. Verification:** If the leave is for health purposes, a doctor's statement indicating the reason must be included with the request for long-term leave. If the leave is for educational purposes, a statement of acceptance into a full-time educational program must be included with the request for long-term leave.

**Subd. 4. Benefit Accrual:** An employee on leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the Educational Support Professional is on leave.

**Subd. 5. Notification to Return:** An employee on long-term leave will be notified of the position and specified date of return by Human Resources according to the following schedule:

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

**Subd. 6. Failure to Return:** The employee will lose all re-employment rights if the employee refuses or fails to notify the School District of his/her intention to return within ten (10) days of this notification.

**Section 7. Jury Duty:** An employee summoned to jury duty will be granted time off with pay.

**Subd. 1. Notice to School District:** Employees who receive a summons are to notify the 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 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 Subds. 1 and 2 are met. Failure to do so will result in a deduction equal to the cost of an Educational Support Professional substitute.

**Section 8. Personal Leave: Purpose:** An Educational Support Professional employee will earn Personal Leave at the rate of one (1) day per year, calculated by the number of hours in each employee's assignment for the upcoming school year. Unused hours will accumulate to a maximum of thirty (30) hours, for situations that arise requiring the employee's personal attentions which cannot be attended to during non-working hours and which are not covered under other provisions of this Agreement.

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

**Subd. 2. Limit:** The Assistant Superintendent, Human Resources reserves the right to refuse to grant such leave, if under the circumstances, the Assistant Superintendent; Human Resources determine that such leave will not be granted. All leaves must have prior approval, but at no time will more than three percent (3%) of the employees covered by this Agreement be granted personal leave.

**Subd. 3. Exclusion:** A personal leave day will not normally be granted for the first and last day of the school year.

**Subd. 4. Use in Hourly Increments:** Personal Leave may be used in hourly increments, with the exception of situations where a substitute is needed. If a substitute is needed, Personal Leave may only be used in full or half-day increments.

**Section 9. Short-term Leave for Educational Support Professionals Except Kidstop, Childcare and Twelve (12) month Clerical Educational Support Professionals:** Educational Support Professionals 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 no more than ten (10) working days over the term of the contract.

**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 may be granted only in special circumstances and must be approved by Human Resources.

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

**Subd. 6. Limit:** At no time will no more than three percent (3%) of the employees covered by this agreement be granted a short-term leave.

**Section 10. Short-term Leave for Kidstop, Childcare, and Twelve (12) Month Clerical Educational Support Professionals:**

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

**Subd. 2. Duration:** Clerical Educational Support Professionals [twelve (12) month]: Twelve month employees who are required to work all year and are notified as such at time of hire will be allowed a maximum of ten (10) days per year during the term of the contract. Such leave can be used on an intermittent basis.

School-year Kidstop Educational Support Professionals and Childcare Educational Support Professionals: Employees will be allowed unpaid leave of no more than twelve (12) days per school program year.

Summer Kidstop Educational Support Professionals and Childcare Educational Support Professionals: Employees will be allowed unpaid leave of no more than five (5) days during the summer Kidstop and Infant/Toddler Programs.

**Subd. 3. Requests:** All requests for 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 the request.

**Section 11. Union Leave:**

**Subd. 1. Education Minnesota – OSSEO ESP** shall be granted one hundred twenty (120) hours leave per contract year to conduct the business of the union. If used, the union president will designate these hours. The cost of these hours will be billed to Education Minnesota – OSSEO Educational Support Professionals in the amount equal to the substitute rate of pay, if a substitute is hired. Request for such leave will be made to the Assistant Superintendent, Human Resources at least three (3) days in.

**Subd. 2. Negotiations / Mediation Leave:** When it is in the mutual benefit of the parties to schedule collective bargaining related meetings during the employee work day, members of the ESP bargaining team will be afforded paid leave to participate in bargaining / mediation sessions with the District. Such hours will not be charged against Subd. 1, Use, above.

**Subd. 3. Union President Leave:** The Education Minnesota – OSSEO ESP President shall be released half-time from his/her assigned duties without the loss of pay, benefits, or seniority to conduct duties as president of the Union. The expense associated with this release time shall be cost as part of the contract settlement represented as a half-time (0.50 FTE) position.

**Section 12. Eligibility for Leaves and Absences:** Only Educational Support Professionals regularly scheduled to work ten and one-half (10-1/2) hours or more per week will be eligible for the leave benefits provided in this Article.

**Section 13. Unexcused Absences:** Employees who are absent without approved leave (with the exception of emergencies) may be subject to discipline, (Article VI, General Employment Conditions, Section 10, Progressive Discipline) up to and including discharge from employment.

**Section 14. Employee Rights Under FMLA:** A copy of the United States Department of Labor's Notice to Employees of Rights Under FMLA is attached to this agreement as Appendix A for information purposes only, and is not considered part of this Agreement.

## **ARTICLE IX GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" will mean an allegation by an employee regarding a dispute or disagreement between the employee and the School District 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 service 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 District 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 Discussion:** Before a written grievance is submitted, informal discussions will take place between the aggrieved party and the supervisor. Through these discussions the parties will attempt to resolve the problem.

**Subd. 2. Level I:** If the grievance is not resolved through informal discussions, the School Board designee 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 five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee 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 his/her 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 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 election 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 the BMS within the time periods provided herein will constitute a waiver of the grievance.

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

- a) Upon appointment of the arbitrator, all parties will submit all information regarding this grievance to the arbitrator and each other.

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

**Subd. 6. Decisions:** The decision by 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 for in PELRA.

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

**Subd. 8. Jurisdiction:** The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters on inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the 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 operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE X DURATION**

**Section 1. Terms and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing upon the date of its execution through June 30, 2012, and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to the commencement of school in 2012, an Educational Support Professional will be compensated according to the last individual rate of pay executed between the employee and the School District until such time that a successor agreement is executed. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2010, it will give written notice of such intent.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School Board and the Education Minnesota –OSSEO Educational Support Professionals representing the Educational Support Professional employees of Independent School District 279. 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 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 negotiation 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.

**MEMORANDUM OF AGREEMENTS**

**BETWEEN**

**OSSEO AREA SCHOOLS (ISD 279) &**

**EDUCATION MINNESOTA – OSSEO EDUCATIONAL SUPPORT PROFESSIONALS**

**TOPIC**

- District 279 – Education Minnesota – Osseo ESP Labor Management Committee
- Step Increases, Career Increments, and Employee Performance
- Staff Development

The following pages contain the full text of the Memorandum of Agreements between School District 279 and The Education Minnesota – Osseo Educational Support Professionals and which are on file in the Human Resource Department. The Memorandum of Agreements is published here to enhance communication regarding these topics.

Education Minnesota-  
Osseo Educational Support Professionals

IDS 279-Osseo Area Schools

\_\_\_\_\_  
President Education Support Professionals

\_\_\_\_\_  
Director, Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENTS**  
**District 279- Education Minnesota- Osseo ESP Labor Management Committee**

Effective dates:      September 2005 to September 2012

It is mutually understood that the School District and Education Minnesota-Osseo ESP will establish a Labor Management Committee to study and develop a set of recommendations to address the following issues:

- Job descriptions
- Staff development requirements and opportunities

The Labor Management Committee will be comprised of members from the Education Minnesota-Osseo ESP unit appointed by the EMO-ESP President, and administrators appointed by the Superintendent of Schools or his designee. The committee will be co-chaired by an EMO-ESP representative and a School District administrator. The committee will reach agreement by mutual consent. The committee will establish a meeting schedule that will allow it to complete its work within one (1) year, starting its organizational meeting no later than September 2009, and will complete its work with a report issued to the membership of Education Minnesota-Osseo ESP, the Superintendent of Schools, and the School Board at the conclusion of the committee's work. The administrative costs related to the committee's work will be borne by the School District.

The committee will address and identify the essential competencies that are common and relevant to all Educational Support Professional assignments and use these essential competencies as the foundation for developing accurate up-to-date job descriptions and developing a system of training and evaluation that will ensure Educational Support Professionals have the knowledge, skill and support to effectively and efficiently promote student success. It is mutually understood that student success depends, among other things, upon all team members having a common understanding of the roles and responsibilities of Educational Support Professionals. Furthermore, the School District has an obligation to provide meaningful direction in this process through a job description that accurately reflects the job duties required and the competencies (knowledge and skills) necessary for Educational Support Professionals to work successfully with students. A well-designed Educational Support Professional job description based upon essential competencies, when aligned with relevant training opportunities and a system of performance evaluation, can provide Educational Support Professionals with the knowledge and skills needed to work successfully in educational settings.

The recommendations of this Labor Management Committee will not be binding on either EMO-ESP or the School District. Some of the recommendations may be implemented by action of the School District if they are not in conflict with the terms and conditions of employment, Minnesota law, or School Board policy. Otherwise, the recommendations will only be implemented if they are made a part of the settlement of a subsequent contract or they are approved through a meet and confer process between EMO-ESP and the School District.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OSSEO AREA SCHOOLS, ISD 279  
AND  
EDUCATION MINNESOTA – OSSEO  
EDUCATIONAL SUPPORT PROFESSIONALS**

Effective dates: July 30, 2010, through June 30, 2012

**Section 1. Purpose:** Each employee is entitled to a regular and fair performance review conducted and written by an employee's immediate administrative supervisor. This process shall be formative and designed to encourage employee growth and professional development aligned with the School District's mission, core values and strategic objectives.

**Section 2. Labor-Management Committee:** During the 2010-2011 school year, the School District and Education Minnesota – OSSEO ESP shall form a Labor-Management Committee to develop a performance review process for all employees, which will include developing applicable forms, appropriate lines of authority, frequency of evaluations and other relevant factors. The parties intend to utilize this performance review process no later than the 2011-2012 school year.

Factors to be considered by the Labor-Management Committee shall include:

- The frequency and process for evaluating probationary employees;
- The frequency and process for evaluating regular status employees; and
- The frequency and process for evaluating probationary employees affected by a classification change.

**Section 3. Step Movement, Career Increment and Performance:** Effective June 30, 2012 and thereafter, employees will be entitled to step movement or career increment increases only upon satisfactory job performance. Satisfactory job performance shall be determined by the employee's most recent performance evaluation during the 2011-2012 school year. Employees who do not receive a step increase or career increment increase due to job performance shall be eligible for such step increase or career increment the following July 1<sup>st</sup>, or some alternate date as determined by the Labor-Management Committee.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OSSEO AREA SCHOOLS, ISD 279  
AND  
EDUCATION MINNESOTA – OSSEO  
EDUCATIONAL SUPPORT PROFESSIONALS**

**TOPIC:** ESP Staff Development

**EFFECTIVE DATES:** July 1, 2010, through June 30, 2011

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279, and Education Minnesota – OSSEO Educational Support Professionals, relating to ESP staff development.

**PURPOSE:**

The purpose of this MOU is to provide parameters for additional required staff development and training.

Our system Mission, Core Values and Strategic Plan hold that all employees are accountable to our students for quality education and services. With that expectation, the District and Education Minnesota – OSSEO, Educational Support Professionals, have collaborated to establish a staff development program that provides necessary support, development and resources.

This staff development program is intended to provide our Educational Support Professionals with the support they need in order to contribute to and sustain the achievement of our Mission. Working in partnership with teachers, our Educational Support Professionals are one of the closest staff members to students, and as a result have a great opportunity to positively influence student learning.

**CONDITIONS:**

1. Effective for the 2010-2011 school year, all current and newly hired Educational Support Professionals, as well as Educational Support Professional Substitutes, will be required to participate in staff development / training. The required hours of staff development will be based on the following:
  - a. Employees who work twenty five (25) hours or more per week, based on the employee's assignment for the upcoming school year, shall be required to participate in six (6) hours of staff development;

- b. Employees who work less than twenty five (25) hours, but at least fifteen (15) hours per week, based on the employee's assignment for the upcoming school year, shall be required to participate in five (5) hours of staff development; and
  - c. Employees who work less than fifteen (15) hours per week, based on the employee's assignment for the upcoming school year, shall be required to participate in three (3) hours of staff development.
2. The content and nature of this required staff development shall be established by the District after consulting with Education Minnesota-OSSEO, Educational Support Professionals.
  3. The required staff development shall be scheduled by the District to take place from July 1, through June 30 each year.
  4. Upon completion of the required hours of staff development and training, each Educational Support Professional shall receive an allotment of leave hours added to their personal leave bank, based on the number of required hours of staff development referenced in paragraph #1, within a reasonable time after verification by Human Resources that the staff development requirement has been met.

The parties agree with the above conditions as evidenced by their signatures below.

Education Minnesota – OSSEO  
Educational Support Professionals

Osseo Area Schools, ISD 279

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date