



Osseo Area Schools

**AGREEMENT ON TERMS
AND CONDITIONS OF EMPLOYMENT
BETWEEN**

**ISD 279-OSSEO AREA SCHOOLS
MAPLE GROVE, MINNESOTA**

AND

**~~DIRECTORS & CONFIDENTIAL MANAGERS~~ MANAGEMENT
PERSONNEL**

Effective Date: July 1, ~~2023~~2025, through June 30, ~~2025~~2027

TABLE OF CONTENTS

ARTICLE I – PURPOSE

Section 1. Parties	1
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ARTICLE II – RECOGNITION

Section 1. Recognition	1
Section 2. Appropriate Unit	1
Section 3. Meet and Confer	1

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment	1
Section 2. Directors and Confidential <u>Managers Management Personnel</u>	1
Section 3. Other Terms	2

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights	2
Section 2. Management Responsibilities	2
Section 3. Effect of Laws, Rules and Regulations	2
Section 4. Reservation of Managerial Rights	2

ARTICLE V – EMPLOYEE RIGHTS

Section 1. Right to Views	2
Section 2. Right to Join	2
Section 3. Personnel Files	3

ARTICLE VI – COMPENSATION AND CONDITIONS

Section 1. Compensation	3
Section 2. Pay for Performance Stipend	4
Section 3. Probation and Regular Status	5
Section 4. Retirement Incentive Pay	5
Section 5. Work Year	6
Section 6. Retirement Savings Plan	7
Section 7. Emergency School Closing	7

ARTICLE VII – GROUP INSURANCE

Section 1. Eligibility	7
Section 2. Enrollment	7
Section 3. Selection	7
Section 4. Section 125 (Flexible Spending) Plan	9
Section 5. Dental Insurance	9
Section 6. Group Term Life Insurance	10
Section 7. Supplemental Group Term Life Insurance	10
Section 8. Long-Term Disability Income Protection	10
Section 9. Claims Against the School District	10
Section 10. Married Couples in District with Family Coverage	10

ARTICLE VIII – LEAVES OF ABSENCE

Section 1.	Vacation	10
Section 2.	Sick Leave	11
Section 3.	Family Illness	13
Section 4.	Bereavement Leave	13
Section 5.	Jury Duty	13
Section 6.	Court Appearances	14
Section 7.	Child Care/Adoption Leave	14
Section 8.	Long-Term Leave	16
Section 9.	Short-Term Leave	17
Section 10.	Personal Leave	17
Section 11.	Religious Leave	18
Section 12.	Extended Leave of Absence	18

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1.	Grievance Definition	19
Section 2.	Representative	19
Section 3.	Definitions and Interpretations	19
Section 4.	Time Limitation and Waiver	20
Section 5.	Adjustments of Grievance	20
Section 6.	School Board Review	20
Section 7.	Denial of Grievance	21
Section 8.	Arbitration Procedures	21
Section 9.	General	22

ARTICLE X – DURATION

Section 1.	Term and Reopening Negotiations	22
Section 2.	Effect	23
Section 3.	Finality	23

MEMORANDUM OF UNDERSTANDING

Retirement Incentive	25
Limits to Long-Term Disability Insurance Coverage	26
Post-Employment Health Reimbursement Account	27
Carryover of Non-Workdays	28
2024-2025 Retirement Match MOU	29

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is established by the School Board of Independent School District 279, hereinafter referred to as the "School Board", and the ~~Directors and Confidential Managers~~Management Personnel, hereinafter referred to as the "~~Directors and Confidential Managers~~Management Personnel", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the "PELRA", to provide the terms and conditions of employment for ~~Directors and Confidential~~ ManagersManagement Personnel during the term of this Agreement.

ARTICLE II RECOGNITION

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

Section 2. Appropriate Unit: The ~~Directors and Confidential~~ ManagersManagement Personnel will represent all ~~Directors and Confidential~~ ManagersManagement Personnel of the School District as defined in this Agreement and in the PELRA.

Section 3. Meet and Confer: The representatives of the School Board may meet with the ~~Directors and Confidential~~ ManagersManagement Personnel as needed for the mutual exchange of ideas and to discuss matters that are not terms and conditions of employment.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits; except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board's personnel policies affecting working conditions of ~~Directors and Confidential~~ ManagersManagement Personnel. In the case of ~~Directors and Confidential~~ ManagersManagement Personnel, "terms and conditions of employment" does not mean educational policies of the School Board. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. ~~Directors and Confidential~~ ManagersManagement Personnel: Will mean any person employed by the School Board in a ~~Director or Confidential Management~~ Personnel position. The term "~~Directors and Confidential~~ ManagersManagement Personnel" as used herein will not include Superintendent, Assistant Superintendents, Principals and Assistant

Principals. It will also not include part-time or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week, or employees who hold a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. 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 ~~Directors and~~ Confidential ~~Managers~~ Management Personnel 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 School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

ARTICLE V 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 their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of

the duties of employment. Nor will it be construed to require any employee to perform labor or services against their will.

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

Section 3. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon request by an employee, the School District will provide the employee with an opportunity to review their personnel file. The School District will not be required to provide an employee with an opportunity to review their personnel file if they have reviewed the personnel file during the previous six months; except that, upon separation from employment, an employee may review their personnel file only once at any time within one year after separation.

Subd. 2. Review: A request will be made to Human Resources. Human Resources will comply with a 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 their 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 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 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 their personnel file a written response to any material contained in such file.

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

**ARTICLE VI
COMPENSATION AND CONDITIONS**

Section 1. Compensation

Subd. 1: Salary Ranges: ~~The following salary ranges shall be used for each classification listed below.~~

CLASSNE W PAY GRADE	TITLE	WORK DAYS	Salary Range Effective July 1, 2023NEW MINIMUM/MIDPOINT/MA XIMUM EFFECTIVE 7-1- 2025
D-1	Director, Student Services	260/261	\$146,877 / \$170,270
D-1	Director, Learning & Achievement	260/261	\$146,877 / \$170,270
E-1a124	Director, Business Services	260/261	\$145,656 / \$168,856\$172,308 / \$200,739 / \$229,170
E-1a122	Director, Human Resources	260/261	\$145,656 / \$168,856\$152,633 / \$177,817 / \$203,002
E-1a	Director, Community Engagement	260/261	\$145,656 / \$168,856
E-1	Director, Facilities Operations	260/261	\$141,174 / \$164,117
E-1	Director, Transportation, Security & Emergency Management	260/261	\$141,174 / \$164,117
E-1	Director, Educational Equity	260/261	\$141,174 / \$164,117
E-1	Assistant Director, Student Support Services	260/261	\$141,174 / \$164,117
E-1	Director, Food Nutrition Service	260/261	\$141,174 / \$164,117
E-1	Director, Technology	260/261	\$141,174 / \$164,117
E-1	Director, Information Systems & Security	260/261	\$141,174 / \$164,117
E-1e121	Assistant Director, Business Services	260/261	\$136,118 / \$157,798\$143,654 / \$167,357 / \$191,060
E-1e	Assistant Director, Community Engagement	260/261	\$136,118 / \$157,798
E-1e	Assistant Director, Facilities Operations	260/261	\$136,118 / \$157,798
E-1e	Assistant Director, Learning & Achievement	260/261	\$136,118 / \$157,798
E-1e	Assistant Director, Security & Emergency Management	260/261	\$136,118 / \$157,798
E-1e	Assistant Director, Transportation	260/261	\$136,118 / \$157,798
E-1e	Assistant Director, Food Services	260/261	\$136,118 / \$157,798
K-1120	Coordinator, Human ResourcesLeave & Benefits	260/261	\$115,980 / \$134,452\$132,133 / \$158,559 / \$184,986
119	Coordinator, Staffing & Performance Management	260/261	\$124,360 / \$149,232 / \$174,104
K-1119	Coordinator, Business Services	260/261	\$115,980 / \$134,452\$124,360 / \$149,232 / \$174,104

~~The salary schedule is used as a guide for initial placement. Directors may move above the top of the range with salary enhancement and/or salary advancements.~~

Subd. 2. Initial Salary Placement: ~~Employees hired into the unit, and/or current employees promoting within the unit, shall be placed at the discretion of Human Resources within the respective salary range based on qualifications/experience and may be placed above the top of the range. The minimum to midpoint of each pay grade will serve as a guide for the hiring range. Initial placement will be determined based on education, experience, internal equity and/or whether the position is hard-to-fill. Exceptions to the hiring range will be made if justified by the data demonstrating the position is hard-to-fill.~~

Section 2. Pay for Performance Stipend: Pay for performance will be based on performance measures relating to job performance and leadership. Pay for performance will be paid as a stipend ~~based on performance level and base salary during the next school year and will be paid equally over the course of 24 pay periods.~~

- Employees who work less than 120 days of paid service do not qualify for the pay for performance stipend
- Employees who complete at least 120 days of paid service, but less than their contracted year, will receive a prorated pay for performance stipend.
- Employees who complete their contracted year (including FMLA and/or ADA qualified leaves) will receive the full pay for performance stipend.
- ~~Any employee who resigns, terminates, or retires prior to the full stipend being paid, will receive a final remaining payout.~~
- The pay for performance stipend will be calculated after Salary Enhancements are applied.

~~Performance evaluations must be completed and turned into Human Resources by May 31st in order for the stipend to be paid on the July 20th paycheck. If completed after May 31st the stipend payout will be within 3 pay periods.~~

Subd. 1. Pay for Performance Amounts Awarded for Performance Levels:

Exemplary Performance:	2.3%
Accomplished Performance:	1.4%
Developing Performance:	0.7%
Unsatisfactory:	No stipend

These salary advancement amounts shall be awarded for all contract years.

Subd. 2. Salary Enhancement: A ~~five-two~~ percent (~~52~~%) increase to employee's base salary shall be effective July 1, ~~2023~~2025, and a ~~three-two~~ percent (~~32~~%) increase to employee's base salary shall be effective July 1, ~~2024~~2026. ~~If an employee reaches the new maximum salary, any negotiated Salary Enhancements will be paid as a stipend and will not affect base salary.~~

Subd. 3. Alternative Pay for Performance Amounts: The School Board shall set financial parameters for contract negotiations with all employee groups with the same contract term as ~~Directors and Confidential~~ ManagersManagement Personnel. These financial parameters relating to salary shall be used to determine the amount of pay for performance if it is to be less than the amounts specified in Subd. 1 above.

Based on these parameters set by the School Board, pay for performance will be as follows:

Exemplary Performance:	An amount equal to 0 - 2.3%
Accomplished Performance:	An amount equal to 0 - 1.4%
Developing Performance:	An amount equal to 0 - 0.7%
Unsatisfactory:	No stipend

Section 3. Probation and Regular Status: New ~~Directors and Confidential~~ ManagersManagement Personnel will be considered probationary for a period of one (1) year from their hire date as a ~~Director and Confidential~~ Manager-Management Personnel employee. During this time they shall 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 employee prior to the end of the probationary period.

Section 4. Retirement Incentive Pay:

Subd. 1. Exclusion: This Section will apply only to employees whose service in any capacity with the School District has been full-time and continuous as defined by this Agreement and whose service began prior to July 1, 1998. For employees whose employment began after this date, the provisions of this Section will not be applicable.

Subd. 2. Eligibility: Employees who have completed at least ten (10) years of continuous service in any capacity with the School District, and who are at least fifty (50) years of age, will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board, provided that such notice is given with thirty (30) days' notice.

Subd. 3. Calculation of Benefit: An employee will be eligible to receive as retirement incentive pay upon their retirement the amount obtained by multiplying one hundred percent (100%) of their unused number of sick leave days, but in any event not to exceed one hundred ninety-two and one half (192.5) days times their daily rate of pay.

For the purpose of calculating this benefit, the calculation will be based on the employee's annual rate of pay divided by 225 days.

Subd. 4. Determination of Daily Rate: In applying these provisions, daily rate of pay will be based upon the total annual compensation at the time of retirement.

Subd. 5. Payment Schedule 50-54: An employee who retires at age fifty to fifty-four (50-54) will receive the retirement incentive pay on July 20th if their birth date is between January

1st and June 30th in the year they reach age fifty-five (55). If the employee's birth date is between July 1st and December 31st, they will receive their retirement incentive pay on January 20th of the following year.

Subd. 6. Payment Schedule 55 & Over: Retirement incentive pay for those aged fifty-five (55) or older will be paid by the School District according to the following schedule. Employees who retire between January 1st and June 30th will receive their retirement pay July 20th of that year. Employees who retire between July 1st and December 31st will receive their retirement incentive pay on January 20th of the following year. In the event of an employee's death, after having retired from the School District, the remaining amount of retirement incentive pay will be paid to their estate.

Subd. 7. Retirement incentive pay shall not be granted to any employee who is discharged by the School District.

Section 5. Work Year:

Subd. 1. Retirement Work Year Option: Any employee who is in their last year of work prior to retirement may elect to reschedule up to fifteen (15) days of their work year, or may reduce their work year by up to fifteen (15) days so that their last day of work will be completed by June 15th. Upon submitting a letter of resignation, employees will request to reschedule or reduce their work year to their ~~cabinet~~ supervisor. Reduction in the work year will result in a pro-rata salary reduction based on the employee's daily rate of pay.

Subd. 2. Holidays: Employees will have 12 paid holidays as determined by the School Board prior to July 1st, yearly. Any of the holidays that fall within a 12-month employee's vacation period will not count as a vacation day.

Subd. 3. Employees may schedule the following as workdays: Labor Day, Friday after Thanksgiving, Martin Luther King, Jr. Day (if it is an established District holiday for that school year), President's Day (if it is an established District holiday for that school year), Spring Holiday, Memorial Day, and Juneteenth, subject to supervisor approval.

Section 6. Retirement Savings Plan: In accordance with Section 403(b) of the Internal Revenue Code, the School Board will match the contribution of an eligible employee according to the following schedules towards an approved 403(b) retirement savings plan. The plan must meet the School District's guidelines for approval.

District Annual Match – Effective July 1, ~~2024~~2025: The School District's ~~maximum annual will match any amount~~ of an eligible employee's contribution ~~will be up to \$4,000.00~~\$5,000.00. Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually. The matching amount will be approximately ~~\$166.67~~\$208.33 per pay period.

Section 7. Emergency School Closing: In the event school starts late or is closed early due to inclement weather or other emergency situations, work assignments will be determined by the Superintendent or designee. In the event school is canceled due to inclement weather or other emergency situations, members will follow the direction of the Superintendent or designee regarding reporting to work. When staff are directed not to report, members will be available by phone and/or email for business related purposes during normal school hours on the cancellation day.

ARTICLE VII GROUP INSURANCE

Section 1. Eligibility: Qualifications will include those established by the School District and the carrier of the coverage. Full-time employees are eligible for group insurance.

Section 2. Enrollment: All employees qualifying will enroll for such coverage in accordance with the procedures established by the School District.

Section 3. Selection: The School District will make the selection of insurance carriers and policies. The ~~Directors and~~ Confidential ~~Managers~~Management Personnel will have representation on the School District Insurance Advisory Committee.

Subd. 1. Insurance:

- a. ~~Director or~~ Confidential ~~Manager~~Management Personnel may enroll in one of the hospital, medical and dental insurance programs provided by the School District. Employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The School District retains the right to re-examine waiver of health coverage on a year-to-year basis.
- b. **District Contributions:**

Basic Group Health and Hospitalization Plans: The School District will contribute up to the following amounts towards the School District's Group Health Insurance premiums for each eligible employee. Any portion of the premium that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2023			
	Single	Employee +1	Family
High*	\$621.58	\$966.64	\$1,548.73
Value	\$652.66	\$1,014.97	\$1,626.17
HSA Plan	\$509.34	\$1,020.85	\$1,634.36

Effective July 1, 2024

	Single	Employee +1	Family
High*	\$621.58	\$966.64	\$1,548.73
Value	\$685.29	\$1,065.72	\$1,707.48
HSA Plan	\$570.46	\$1,082.10	\$1,732.42

Effective July 1, 2025

	Single	Employee +1	Family
High*	\$621.58	\$966.64	\$1,548.73
Value	\$757.24	\$1,177.62	\$1,886.76
HSA Plan	\$630.36	\$1,195.72	\$1,914.32

Effective July 1, 2026

	Single	Employee +1	Family
High*	\$621.58	\$966.64	\$1,548.73
Value	\$855.44	\$1,330.33	\$2,131.42
HSA Plan	\$686.97	\$1,376.88	\$2,204.34

* The High Plan is no longer available for new enrollment. All existing members on the High Plan will continue to receive the district contribution to the High Plan health insurance as indicated in the table above. Those eligible to have district paid insurance until Medicare eligibility may opt into the High Plan upon retirement from ISD 279 at no cost to the employee.

Subd. 2: High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts

As recommended by the School District Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying Health Savings Account (HSA). Contributions will only be made to District approved HSA depository.

- Single HSA Coverage: \$200 per month
- Employee+1 HSA Coverage: \$400 per month
- Family HSA Coverage: \$400 per month

~~The School District will pay all administrative fees associated with the plan.~~

District contributions to the HSA trust account will be made each month. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

~~e.~~ Subd. 3: Continuation of Coverage Upon Retirement: For employees hired prior to July 1, 2007, the School District shall provide and pay for hospital and medical insurance in the School District's group health and hospitalization plan for any employee who retires after reaching the age of fifty-five (55) until the employee

qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

For employees hired on or after July 1, 2007, the School District shall provide and pay for hospital and medical insurance in the School District's group health and hospitalization plan for any employee with seven (7) or more years of continuous employment in the district, in any capacity, who retires after reaching the age of fifty-five (55) until the employee qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

Effective beginning August 1, 2014, an employee hired into this contract group, who has not received this benefit while serving in another ISD 279 management group, will not be eligible to receive this benefit.

A retired employee who is eligible for this benefit and accepts another hospital and medical insurance plan between age fifty-five (55) and qualifies for Medicare, shall be allowed to re-enter the School Board's group health and hospitalization plan one time only, with no penalty.

An employee who retires before fifty-five (55), as provided for in Article VI, Section 3 of this Agreement, will also be eligible for this provision, upon reaching age fifty-five (55), provided that the employee has enrolled in and maintained hospital and medical insurance from the age of retirement to June 30th of the year after they reach the age qualified for Medicare.

~~d.~~ Subd. 4: Insurance Program Eligibility after Medicare Eligibility: Selected insurance coverage will continue beyond the employee's 65th birthday permitted by law. The retiree will pay the premium as determined by the insurance carrier.

Section 4. Section 125 (Flexible Spending) 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 (3) 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 July 1st through June 30th of each year. There are three (3) components to the plan:

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

Section 5. Dental Insurance:

- a. **Single Coverage:** The School District will pay up to \$28.00 per month for individual coverage for each full-time 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 employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee and paid by payroll deduction 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 carrier(s).

Section 6. Group Term Life Insurance: The School District will pay the full premium for group term life insurance for all employees who qualify for and enroll in the School District's group term life insurance plan. Employees who qualify and enroll will be covered by group term life insurance of \$300,000.

Section 7. Supplemental Group Term Life Insurance: Employees will have the option, subject to the conditions established by the School District's carrier for group term life insurance as provided in Section 7 of this Article, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$300,000 or \$400,000 not to exceed four (4) times their annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deduction. In the event of early retirement, an employee may continue to purchase this policy until they reach the age of sixty-five (65).

Section 8. Long-Term Disability Income Protection: The School District will pay the full premium in the existing long-term disability income protection plan of the School Board for employees who qualify for and enroll in such coverage. This coverage will apply to total annual salary. Employees who have qualified for ~~long-term~~long-term disability insurance and who previously qualified for the School District's health and hospitalization insurance benefits will have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the employee at their expense.

Section 9. Claims Against the School District: It is understood that the School District obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Married Couples in District with Family Coverage: When a ~~Director and Confidential Manager~~Management Personnel employee and their spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, and both employees enroll in the same hospitalization plan, the full premium will be paid by the School District.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Vacation:

Subd. 1. Vacation Allowance: Beginning July 1, ~~2024~~2026, employees shall receive ~~25-26~~ days of annual vacation, which will be credited on July 1st of each year. Vacation days will be accrued at a rate of one (1) day every two (2) weeks. New employees will earn a prorated amount based on date of hire.

Subd. 2. Use of Vacation: ~~An employee shall be credited vacation days on July 1st of each year.~~ Vacation must be scheduled and approved in advance with the employee's supervisor. Vacation may be used in ½ day increments. Vacation used during a fiscal year shall normally be limited to twenty-six (26) days. Provided there are vacation days available, an employee may use more than twenty-six (26) days in a year, with supervisor approval.

Subd. 3. Carryover of Vacation: Employees will be allowed to carryover up to ~~ten (10)~~twelve (12) vacation days each year. ~~The maximum amount of vacation days an employee may have at any given time is thirty-five (35) days. Those employees with a bank of personal days will carry them over into the next fiscal year as vacation.~~

Subd. 4. In the case of voluntary separation or removal for cause of an employee to whom vacation has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess. Vacation days will be paid out upon the end of employment up to a maximum of 25 days. Payout of vacation shall be calculated based on a 260-day calendar.

Section 2. Sick LeaveTime: Employees are entitled to use accrued sick time in accordance with Minnesota State law and the district's Earned Sick and Safe Time (ESST) policy. See the definition of "family member" and usage under the policy. The ESST policy is subject to change in accordance with state law.

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

a. Earn and Accumulation: Full-time employees will accrue sick ~~leave time~~ at the rate of twelve (12) days per year, one (1) day per month, and accrual for unused sick ~~leave time~~ will be unlimited. Employees working less than a full year will have their sick ~~leave~~ days prorated.

b. ~~Use Pregnancy:~~ ~~An employee may utilize available sick leave, subject to the provisions of this Section and Section 8 of this Article for periods of disability relating to pregnancy, miscarriage, abortion or childbirth. Such an employee will notify Human Resources in writing no later than the end of the sixth (6th) month of pregnancy indicating their intention to utilize sick leave, and also at such time will provide a medical provider's statement indicating the estimated date of delivery of the child and estimated period of disability. A licensed medical provider will determine the definition of disability.~~

~~1. An employee (other than the pregnant employee) may utilize up to ten (10) days of sick leave in connection with the birth of their child. Such leave will be deducted from Family Illness Leave.~~

~~2. An employee may utilize up to thirty (30) days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of this Article.~~

Subd. 2. Use: Sick time will be used in accordance with the School District's Earned Sick and Safe Time (ESST) policy, Paid Family Leave (PFL) policy, and applicable state and federal laws. Sick time may be used concurrently with approved leaves of absence (e.g., the Family Medical Leave Act (FMLA), Paid Family Leave (PFL), or the Americans with Disabilities Act (ADA)). ~~Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to an illness which prevented their attendance at work and performance of duties on that day or days.~~

Absences for illness when sick time is exhausted, and the employee is not on an approved leave of absence from Human Resources (e.g., absences covered under the Family Medical Leave Act (FMLA), Paid Family Leave (PFL), or the Americans with Disabilities Act (ADA)) will be considered unexcused and may require medical verification. Unexcused absences may result in disciplinary action, up to and including termination, once all sick time, vacation, and unpaid leave options have been exhausted.

Subd. 3. Medical Verification: ~~If there is a question as to the eligibility of an employee for sick time, the School District reserves the right to verify the illness in accordance with Minnesota ESST law. The School District may require the employee to furnish a medical certificate from a qualified medical provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.~~

~~Subd. 4. Medical Request: In the event that a medical certificate will be required, the employee will be so advised.~~

Subd. 54. Approval: Sick ~~leave pay~~time will be approved only upon submission of an authorized sick ~~leave pay~~time request through the process in place by Human Resources.

Subd. 65. Use-Absences Covered by Workers Compensation and/or Long-Term Disability:

- a. If an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or Long-Term Disability (LTD) by the employee and the employee's base rate of pay or the extent of the employee's earned accrual of sick ~~leave~~time, if said employee is on ~~an~~ accrued sick ~~time leave basis.~~ (See Subd. 1.b. of this Section.)

- b. An employee who is on accrued sick ~~leave-basistime~~ will have a deduction made from the employee's accrued sick ~~leave-time~~ according to the pro rata portion of days or sick ~~leave-time~~ which is used to supplement Workers' Compensation and/or LTD payments.
- c. The School District will make such payment to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick ~~leave-time~~ pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments will submit their Workers' Compensation check and/or LTD payment, endorsed to the School District prior to receiving payment from the School District for this absence.
- f. An employee who is unable to perform their duties and responsibilities due to physical assault resulting in an injury which occurs while on duty as a result of a work related incident and/or carrying out building supervisory responsibilities will be entitled to compensation without use of sick ~~leave-time~~ for the first three (3) days of absence. Thereafter, the compensation will be paid per Subd. ~~65~~. a. through e. of this Subdivision.
- g. If an employee incurs an injury as described in f. of this Subdivision, and such injury causes the employee to work less than full-time, the School District will continue to contribute its share of the cost of the health and hospitalization insurance plan in which the employee is enrolled.

Section 3. ~~Family Illness~~Medical Leave:

~~Subd. 1. Use: Employees will be granted up to a maximum of ten (10) days absence for illness in the employee's or spouse's immediate family that may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.~~

Subd. 1. Purpose: An employee, upon request, may be granted a medical leave of absence according to the procedures outlined in this section. This leave will be granted in the event an employee needs to care for their own medical needs, or the needs of a qualifying family member as defined by state and federal provisions.

Subd. 2. Request: Requests for medical leave should be made as soon as the employee is aware of the need for a leave of absence. A leave of absence request should be completed as well as supporting medical documentation of the need.

Subd. 3. Duration: Leave may be granted for a period of time up to one year and runs concurrently with other applicable leaves which may include but is not limited to: a contractual long-term leave and Family Medical Leave Act (FMLA) leave. If additional leave is needed beyond one year, staff will need to contact Human Resources to place a request; however, additional leave is not guaranteed. Medical Leave may be taken intermittently.

Subd. 4. Approval of Leave: If the employee complies with all the provisions of this section and a medical leave is granted by the School District, the School District will notify the employee in writing of this action.

Subd. 5. Reinstatement: An employee returning from medical leave will be re-employed in the position occupied prior to the leave, or a comparable position, subject to state or federal job protections.

An employee returning from medical leave without state or federal job protections may be re-employed in the position occupied prior to the leave, or a comparable position, based on position availability and ability to perform job duties.

Subd. 6. 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. 7. Salary: An employee is able to use available vacation through the duration of their medical leave. Sick time will be used in accordance with the district's ESST policy. If no sick or vacation time is available, the parties further agree that any medical leave of absence granted under this section will be a leave without pay.

Section 4. Bereavement Leave:

Subd. 1. Use: In accordance with the ESST policy, sick time and vacation may be used for an employee's need to make arrangements for, or attend, funeral services or a memorial, or address financial or legal matters that arise after the death of a family member. If all accrued time (ESST, sick time, and vacation) is exhausted and additional unpaid time is needed for bereavement, employees may request a short-term leave from Human Resources.

~~Subd. 1. Use-Immediate Family: Employees will be granted up to five (5) days per occurrence for absence due to death of any member of the employee's or spouse's immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Additional absences, but not to exceed five (5) additional days, may be granted. 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.~~

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

Section 5. 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 call and/or email the Human Resources Attendance Specialist and their supervisor immediately to notify them 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 the workday.~~

Subd. 32. Commencement of Leave: Employees on-call for jury duty will need to report to work until they are summoned to appear for jury duty. Failure to do so will result in a deduction of pay for the days of work missed.

Subd. 43. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subds. 1 through ~~3-2~~ are met.

Section 6. Court Appearances:

Subd. 1. Request of School Board: When the School Board is a party in litigation, and an employee appears at the request of the School Board or as codefendant in a case against the School Board, the employee will be entitled to their pay and no deduction of any leave provision will be charged to the employee.

Subd. 2. Other Requests: If an employee receives a notice to supply information or testify in a civil or criminal court proceeding, as a result of their employment, they must notify their supervisor and Human Resources. If the employee must appear at the proceeding, the employee will be entitled to their pay and no deductions of any leave provisions will be charged to the employee. If the matter is a result of actions for which the employee has been found to have acted improperly and thus disciplined by the School District, the day(s) absent will be deducted from ~~personal leave-vacation~~ or short term leave referenced in this Article.

Subd. 3. Action Against School Board: If the matter is a result of actions by an employee against the School Board/District, the day(s) absent will be deducted from ~~personal leave vacation~~ or short-term leave. Additional short-term leave will be granted if necessary.

Section 7. Child Care/Adoption/~~Foster Care~~ 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, ~~or foster care of a child~~. The

employee will be required to concurrently take applicable leaves in concurrence with state and federal laws, including, but not limited to, pursuant to the Family Medical Leave Act (FMLA), MN Parental Leave, Paid Family Leave (PFL), and contractual Long-Term Leave. Employees may be granted partial or intermittent leaves of absence appropriate to the job assignment if agreed to by Human Resources. The District agrees to adhere to all applicable state and federal laws.

Subd. 2. Request: An employee making application for child care leave will inform 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 or foster care leave, the employee will inform Human Resources in writing, at the earliest opportunity, of the intention to take the leave. The District agrees to adhere to all applicable state and federal laws.

~~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 their licensed medical provider indicating the expected date of delivery.~~

~~Subd. 4. Use of Sick Leave for Adoption: An employee may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.~~

Subd. 53. Date of Leave: The effective beginning date of a child care/adoption/foster care leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits taking into consideration the following:

a. Applicable state and federal law.

a.b. The request of the employee.

b.c. The specific employment duties of the employee involved.

c.d. The health and welfare of the employee, unborn child or adopted child.

d.e. The recommendation of the employee's licensed medical provider.

Subd. 64. Duration: In making a determination concerning the commencement and duration of a childcare/adoption/foster care leave, the School ~~Board~~ District may, but 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 their employment prior to the date designated in the request for the leave, unless by mutual agreement of the employee and the School District ~~Human Resources.~~

Subd. 75. Approval of Leave: If the employee complies with all provisions of this Section and a leave is granted by the School ~~Board~~District, the employee will be notified in writing.

Subd. 86. Termination of Leave: Interruption of pregnancy will terminate the childcare leave. Human Resources may require in such cases at least 14 days' ~~forty-five (45) days'~~ notice to return.

Subd. 97. Reinstatement: An employee returning from child care/adoption/foster care leave on the agreed upon date 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.

~~b-c.~~ Subject to state and federal job protections.

Subd. 108. 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. 119. Experience Credit: An employee who returns from child care/adoption/foster 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 Article 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.

Subd. 1210. Salary: Sick time will be used in accordance with the district's ESST policy. An employee may be able to use available vacation or sick time through the duration of their leave in accordance with the district's Paid Family Leave (PFL) policy. If an employee receives payment from Paid Family Leave (PFL), the employee may have the option to use available sick or vacation time to supplement their pay in accordance with the district's Paid Family Leave policy. If no sick or vacation time is available, the parties further agree that any leave of absence granted under this section will be leave without pay. 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. 1311. Insurance: An employee on child care/adoption/foster care 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. 1412. Notification to Return: An employee on child care/adoption/foster care leave of absence will be sent a letter of assignment from Human Resources at least sixty (60) days

prior to the specified return date of said leave. The employee will lose all re-employment rights if the employee refuses or fails to return the letter of assignment within ten (10) days.

Section 8. Long-Term Leave:

Subd. 1. Eligibility: Employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their School District employment. Additional leaves may be granted at the discretion of Human Resources.

Subd. 2. Purpose: ~~Consideration for granting long-term leaves will be given for health reasons (self or family), family reasons, educational purposes, election to political office, approved travel or retraining or career change (not including employment in another school district).~~

Subd. 3. Requests: ~~Requests for leave must be made at least thirty (3) days in advance, except in emergencies, and submitted to Human Resources for approval.~~

Subd. 4. Limit: ~~The number of employees on approved leave in any school year will not normally exceed one (1) person.~~

Subd. 25. Duration: Leave may be granted for a period of time not to exceed one (1) year. ~~Leaves for holding political office may be granted up to two (2) years. Additional leaves may be granted at the discretion of Human Resources but are not guaranteed.~~

Subd. 36. Insurance: An employee on an approved long-term leave is eligible to participate at their 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. 47. Benefit Accrual: An employee on approved long-term leave will retain their accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

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

Education	Election to Political Office
Health	Family Reasons
Approved Travel	Retraining or Career Change (not including employment in another school district)

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

Subd. 78. Notification to Return: An employee on long-term leave will be sent a notice from 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 March 1st of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 89. Reinstatement: An employee returning from ~~long-term~~long-term leave for education, approved travel, family reasons, retraining, or career change reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

An employee returning from ~~long-term~~long-term leave for health or election to political office reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

Subd. 910. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the contract within ten (10) days.

Section 9. Short-Term Leave: 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.

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 (PF22) and will clearly state the reason for such request. Any special conditions or arrangements established by the supervisor for a short-term leave will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.~~

Subd. 4. Approval: Short-term leave will be granted only in special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once during the Agreement.

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

~~**Section 10. Personal Leave:** An 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 attention not covered or requested under other provisions of this Agreement.~~

~~**Subd. 1. Requests:** Request for personal leave must be made in writing to Human Resources at least three (3) days in advance, except in the case of emergency.~~

~~**Subd. 2. Limit:** At no time will more than four (4) employees be granted personal leave.~~

~~**Subd. 3. Exclusion:** A personal leave day may be granted the first or the last day of the student school year. The leave will only be granted for special circumstances with written explanation by the employee and approval of Human Resources.~~

Section 11. Religious Leave: Employees may be granted up to three (3) days of religious leave. Employees must make application, including a brief summary of details of the request, to Human Resources at least three (3) days prior to the religious leave. Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in ~~Section 6, Personal Leave, or Section 1-2 Sick Leave~~ **Time, or Section 1 Vacation**, if so desired. If the employee chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time will more than two (2) employees be granted religious leave on a given contract day.

Section 12. Extended Leave of Absence:

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46 and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. The School Board may also grant extended leave of absence of at least three (3) years but no more than five (5) years to non-licensed staff. However, the granting of extended leaves of absence is purely within the discretion of the School Board. The School Board reserves the right to refuse to grant any and all extended leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. Conditions: The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46 and 354.094 as of the date of this agreement for licensed staff. The School Board may also grant extended leave of absence of at least three (3) years but no more than five (5) years to non-licensed staff.

Subd. 3. Eligibility: Licensed staff must have a minimum of seven (7) consecutive years of full-time teaching service in the School District and at least ten (10) years of allowable service

as defined in Section 354.05, Subdivision 13. Non-licensed staff must have a minimum of seven (7) consecutive years of service in the School District's Directors and ~~/or~~ Confidential ~~Managers~~Management Personnel contract.

Subd. 4. Requests: Requests for extended leaves of absence must be submitted to Human Resources by April 1 of the year preceding the school year for which the extended leave would commence.

Subd. 5. Reinstatement: Licensed staff returning from an extended leave of absence will be re-employed in the position occupied prior to the leave subject to the following conditions:

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

Non-licensed staff returning from an extended leave of absence will return subject to vacancy.

Subd. 6. Failure to Return Contract: The employee will lose all re-employment rights if the employee refuses or fails to return the contract within ten (10) days.

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 Policy.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this policy may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all weekdays 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 therein will be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level I of this grievance procedure, will be in writing setting forth the decision and will be transmitted to all parties of interest.

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Policy allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the supervisor and Human Resources. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and the employee will attempt to adjust grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Informal Discussion: Before a written grievance is submitted, informal discussions will take place between the aggrieved party and the supervisor. Through these discussions the parties will attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the supervisor. A copy of such written grievance must simultaneously be filed with Human Resources. The immediate supervisor will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their 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 their 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 selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation (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 Bureau of Mediation (BMS) within the time periods provided herein will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Material Request: Upon appointment of the arbitrator, the appealing party will within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:

1. The issues involved

2. Statement of the facts
3. Position of the grievant

b. The School Board will make a similar submission of information in accordance with Subd. 4. a. of this Section.

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

Subd. 6. Decision: The decision by the arbitrator will be rendered within the time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before the arbitrator will be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided in the PELRA.

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

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

Section 9. General:

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

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

ARTICLE X DURATION

Section 1. Term and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, ~~2021-2025~~ through June 30, ~~2023~~2027. If either party desires to modify or amend this Agreement commencing on July 1, ~~2023~~2027, it will give written notice of such intent no later than May 1, ~~2023~~2027. Unless otherwise mutually agreed, the parties will not commence meet and confer more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

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

MEMORANDUMS OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND

~~DIRECTORS AND CONFIDENTIAL MANAGERS~~ MANAGEMENT PERSONNEL

<u>TOPIC</u>	<u>PAGE</u>
Retirement Incentive	25
Limits to Long-Term Disability Insurance Coverage	26
Post-Employment Health Reimbursement Account.....	27
Carryover of Non-Workdays	28
2024-2025 Retirement Match MOU	29

Retirement Incentive

EFFECTIVE DATE: ~~July 1, 2023~~ March 18, 2026 through June 30, 2027

The following contains the full text of the Memorandum of Understanding (“MOU”) between Osseo Area Schools, ISD 279 (“District”), and ~~Directors—and—~~Confidential ~~Managers~~Management Personnel, relating to disbursement of funds for the Retirement Incentive.

PURPOSE:

The purpose of this MOU is to designate how funds will be disbursed for the Retirement Incentive, contained in Article VI, Section 4, of the Terms and Conditions of Employment.

For the purpose of calculating this benefit, the calculation will be based on the employee’s annual rate of pay divided by 225 days.

AGREEMENT:

Subject to the limitations listed below, the District will contribute funds relating to the Retirement Incentive as follows:

1. ~~Twenty five percent (25%) of~~All funds shall be placed into a Post-Retirement Health Arrangement Plan. Employees who are exempted from participating in the Post-Retirement Health Arrangement Plan, according to IRS guidelines, must contribute ~~one hundred percent (100%)~~all of their Retirement Incentive into the Special Pay Deferral Plan referenced in paragraph 2 below.
2. ~~Seventy five percent (75%) of~~In the event an employee is exempted from participating in the Post-Retirement Health Arrangement Plan, the Retirement Incentive benefit shall be paid into a Special Pay Deferral Plan (403(b)). The District’s annual contribution into the retiree’s Special Pay Deferral Plan account must not exceed the IRS contribution limit during any given year. Any remaining balance will be paid into the Special Pay Deferral Plan in future consecutive years to the extent allowed by the IRS.
3. All District payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.
4. This is the full and complete agreement relating to Retirement Incentive benefits.

~~Limits to Long-Term Disability Insurance Coverage~~

~~Topic:~~ Potential Plan Design Change – Long-Term Disability Insurance Coverage

~~Effective Date:~~ Upon ratification

~~The plan design for long-term disability coverage for chemical dependency and mental health may be changed to a combined 24 months of coverage per claim. These changes will only go into effect contingent on the agreement of all other bargaining groups in the Osseo Area School District, approval of the Insurance Advisory Committee and approval by the School Board. If no agreement is reached among the groups, or if the Insurance Advisory Committee and/or School Board do not approve the design of the request for proposal (RFP) and/or the bid/proposal itself, this language will be null and void. In the interim follow Article VII, Section 8.~~

Post-Employment Health Reimbursement Account

Effective Dates: July 1, 2022 – June 30, ~~2025~~2027

PURPOSE: The District and ~~School Executives~~Confidential Management Personnel agree to meet & confer for the purpose of engaging in the exploration and study of Health Reimbursement Accounts (HRAs).

Conditions:

1. The parties will meet and confer during the 2022-2023, ~~and 2024-2025,~~ and 2025-2027 school years to explore and discuss the potential of utilizing district OPEB money to fund the conversion of accrued sick leave into individual member HRAs.
2. Any recommendation from meet and confer to fund HRAs will be submitted to the school board during negotiation strategies for discussion.
3. The school board retains the authority to approve or deny any recommendation for use of district funding for purposes including, but not limited to the funding of individual employee HRAs.

~~Carryover of Non-Workdays~~

Effective Dates: ~~July 1, 2024 – June 30, 2025~~

~~At the end of the 2023-2024 school year, employees who received supervisor approval were allowed to carryover up to 5 non-workdays into the 2024-2025 school year. These non-workdays must be used prior to using vacation days. These days do not have any monetary value (for example, upon resignation or termination) and will not carry over into another school year.~~

~~2024-2025 Retirement Match MOU~~

Effective Date: Upon ratification through June 30, 2025

~~Employees interested in receiving the entire district match of \$4,000 for the 2024-2025 school year, must work with Business Services to increase their contribution match. Starting July 1, 2025, per pay period amount will revert to \$166.67 unless changed in contract negotiations.~~

Continuation of Health Coverage Upon Retirement

Effective Dates: July 1, 2025 – June 30, 2027

PURPOSE: The District and Confidential Management Personnel agree to meet & confer for the purpose of engaging in the exploration and study of continuation of health coverage upon retirement for members of the unit who are not eligible for the current benefit in Article VII, Section 3, Subd. 3.

Conditions:

1. The parties will meet and confer during the 2025-2027 school years to explore and discuss the potential of utilizing district OPEB money to fund the continuation of health coverage upon retirement for members of the unit who are not eligible for the current benefit in Article VII, Section 3, Subd. 3.
2. Any recommendation from meet and confer to fund the continuation of health coverage upon retirement will be submitted to the school board during negotiation strategies for discussion.
3. The school board retains the authority to approve or deny any recommendation for use of district funding for purposes including, but not limited to, the funding of continuation of health coverage upon retirement.