

**INDEPENDENT SCHOOL DISTRICT 279  
OSSEO AREA SCHOOLS**

OSSEO AREA SCHOOLS

ISD  279

**AGREEMENT ON  
TERMS AND CONDITIONS OF EMPLOYMENT**

**JULY 1, 2015 - JUNE 30, 2017**



**EDUCATION MINNESOTA - OSSEO  
LOCAL 1212  
EDUCATION MINNESOTA  
AMERICAN FEDERATION OF TEACHERS  
NATIONAL EDUCATION ASSOCIATION  
AFL-CIO**

**AGREEMENT ON  
"TERMS AND CONDITIONS OF EMPLOYMENT"  
FOR 2015-2016 AND 2016-2017  
BETWEEN  
THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT 279  
MAPLE GROVE, MINNESOTA  
AND  
EDUCATION MINNESOTA-OSSEO  
LOCAL 1212  
EDUCATION MINNESOTA  
AMERICAN FEDERATION OF TEACHERS  
NATIONAL EDUCATION ASSOCIATION  
AFL-CIO**

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

For Education Minnesota-OSSEO:

Kelly Wilson  
President, Education Minnesota-OSSEO  
Chris  
Chairperson, Teacher Negotiations

For Independent School District 279:

Barry  
Chairperson, School Board  
Jacki Girtz  
Clerk, School Board  
Steve  
Labor Relations Director

Dated this 20 day of January, 2016

Dated this 20 day of January, 2016

Team:

Kelly Wilson  
Susan Brady  
Marshall Thompson  
Shawn Johnson  
Tracy Hahn  
Gail Carey  
Paul Terry

Team:

Laurel Anderson  
Judy McDonald  
Jessica Craig  
Jacki Girtz  
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Heather Miller-Cink  
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**Addresses of Official Notice:**

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**SCHOOL BOARD**  
Office of the Superintendent of Schools  
Independent School District 279  
11200 93<sup>rd</sup> Avenue North  
Maple Grove, MN 55369

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ISD 279/Education Minnesota – OSSEO Agreement on Terms and Conditions of Employment  
July 1, 2013<sup>5</sup> through June 30, 2015<sup>7</sup>

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## **ARTICLE I PURPOSE OF AGREEMENT**

**Section 1. Parties:** This Agreement is entered into between the School Board of Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and Education Minnesota – OSSEO, Local 1212, Education Minnesota, American Federation of Teachers, National Education Association, AFL-CIO, hereinafter referred to as Education Minnesota – OSSEO, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for members of the Teacher Bargaining Unit, hereinafter referred to as teachers, during the term of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA, the School Board recognizes Education Minnesota – OSSEO as the exclusive representative of teachers employed by the School Board. Education Minnesota – OSSEO will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** Education Minnesota – OSSEO will represent all teachers in the School District as defined in this Agreement and in the PELRA.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the School Board's personnel policies affecting working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School Board. The term in both cases is subject to the provisions of the PELRA.

**Section 2. Teacher:** The term "teacher" will mean all persons employed by the School District in a position for which the person must be licensed by the State of Minnesota; but will not include superintendent, assistant superintendents, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law. "Teacher" will mean non-supervisory licensed staff. For the purposes of this Agreement, the term "teacher" will include but is not limited to library media specialists, social workers, psychologists, occupational therapists, speech pathologists, counselors, licensed school nurses, behavior intervention teachers, special education building coordinators (SEBC), technology integration collaborative teachers, early childhood family education (ECFE) teachers, school readiness teachers, parent educators, adult basic education (ABE) teachers, staff development education specialists and teachers on special assignment.

**Section 3. School Board:** For purposes of administering this Agreement the term "School Board" will mean the School Board or its designated representative.

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

Subd. 1. Within this Agreement the word “will” means mandatory.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The School Board has the right and obligation to manage efficiently 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:** Education Minnesota – OSSEO recognizes that all teachers covered by this Agreement will perform the teaching and non-teaching services prescribed by the School Board and will be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. Education Minnesota – OSSEO also recognizes 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. Education Minnesota – OSSEO also recognizes that the School Board, all teachers 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 rules, regulations and orders of state and federal governmental 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 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 TEACHER RIGHTS**

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



**Section 2. Right to Join:** In accordance with the PELRA, teachers will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Teachers in an appropriate 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 teachers.

**Section 3. Dues Check-Off:** Teachers will have the right to request dues check-off for Education Minnesota - OSSEO.

**Subd. 1. Authorization:** Upon receipt of a properly executed authorization card of the teacher, the School Board will deduct from the teacher's paycheck the dues which the teacher has agreed to pay to Education Minnesota – OSSEO during the period provided in the authorization. Such authorization card may be filed at any time with the payroll department and deductions will begin no later than the second pay period following the date the authorization card is filed.

**Subd. 2. Term of Authorization:** The authorization card for dues deduction as agreed upon between Education Minnesota – OSSEO and the School Board will be provided by the School Board. Authorization cards will be filed with the payroll department by Education Minnesota – OSSEO and will continue in effect until revoked by the teacher on a form provided by the School Board. Such revocation form will be delivered to the payroll department by the teacher by certified mail. Such revocation will be submitted at least thirty (30) days in advance of such revocation. A copy of any revocation will be forwarded to the president of Education Minnesota – OSSEO.

**Subd. 3. Notification:** At least sixty (60) days prior to the beginning of the school year, Education Minnesota – OSSEO will give written notification to the payroll department of the School District of the amount of its dues which are to be deducted from the salary of each teacher who completes an authorization card. The amount of deduction for such dues will not be subject to change during the school year.

**Subd. 4. Schedule of Deductions:** Such deductions will be made in equal installments. The number of equal installments will be sixteen (16), beginning on October 5<sup>th</sup> and ending on May 20<sup>th</sup>. For continuing authorizations, the number of equal installments will be sixteen (16), subject to Subd. 2. of this Section. The School Board will forward each pay period, such dues deducted the previous pay period along with a list of the names of teachers from whom deductions were made, to the treasurer of Education Minnesota – OSSEO.

**Section 4. Fair Share Fee:** In accordance with the PELRA, any teacher included in the appropriate unit who is not a member of Education Minnesota – OSSEO may be required by Education Minnesota – OSSEO to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher 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 Education Minnesota – OSSEO, but in no event will the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 1. Authorization: Education Minnesota – OSSEO will provide written notice of the amount of the fair share fee assessment and a list of individuals to be assessed to the Bureau of Mediation Services and the School District payroll department. Each teacher to be assessed the fair share fee will also be notified in writing.

Subd. 2. Challenge: A challenge by a teacher or by a person aggrieved by the assessment will be filed in writing with the Bureau of Mediation Services, the School Board, and Education Minnesota– OSSEO 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 Education Minnesota – OSSEO. In the event a challenge is filed, the School Board, pending a decision by the Bureau of Mediation Services or court, will hold the deductions for a fair share fee in escrow. Any fair share challenge will not be subject to the grievance procedure.

Subd. 3. Claims Against the School Board: Education Minnesota – OSSEO hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or not liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of negligence of Education Minnesota – OSSEO in the deduction of the fair share fee specified by Education Minnesota – OSSEO as provided herein.

Subd. 4. Schedule of Deductions: The School District will deduct the fee from the earnings of the teacher and transmit the fee to Education Minnesota – OSSEO thirty (30) days after the written notice was provided. Fair share fee deductions will be made in fourteen (14) equal installments beginning on November 5<sup>th</sup> and ending on May 20<sup>th</sup>.

## **Section 5. Compensation Distribution:**

Subd. 1. Pay Dates: Payments will be made on the 5<sup>th</sup> and the 20<sup>th</sup> of each month payment is due except on occasions when the 5<sup>th</sup> or the 20<sup>th</sup> falls on a weekend or holiday. In the event a pay date falls on a weekend or holiday, the pay date will be moved to the last regular business day before the weekend/holiday or another date, if necessary. A payroll calendar of pay dates will be provided to all employees at the beginning of the school year.

Subd. 2. Payment Frequency: All teachers will be paid their annual salary in 24 equal installments (pay periods) except for teachers who were on the 21 pay period option in the 1998 - 1999 school year and who have the right to continue until the teacher resigns, retires or voluntarily elects to move to the 24 pay period option. The 21 pay period option shall no longer be available effective July 1, 2016. Beginning with the 2016-2017 school year, all employees will be paid in 24 equal installments (pay periods).

Subd. 3. Final Payoff: All teachers contracted for 186 days per year will receive their final paycheck on June 20<sup>th</sup>. Payment will be issued on Friday if June 20<sup>th</sup> falls on a Saturday or Sunday. Teachers who work more than 186 contract days (extended contract) or teachers who work on a stretch calendar and the stretch calendar ends after June 15<sup>th</sup> will be paid on June 30<sup>th</sup>. Payment will be issued on Friday if June 30<sup>th</sup> falls on a Saturday or Sunday.

Subd. 4. Electronic Direct Deposit: The School District will provide for direct deposit of paychecks to financial institutions approved by the Federal Reserve Bank of Minneapolis.

**Section 6. Political Action Committee (PAC) Deduction:** Teachers may request a payroll deduction to contribute to the PAC fund of Education Minnesota – OSSEO.

Subd. 1. Authorization: Upon receipt of an authorization card, the School District will make the designated deduction per paycheck.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the teacher and will continue in effect until revoked on a form provided by the School District's payroll department. Application for an Education Minnesota – OSSEO PAC deduction will be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Subd. 3. Schedule of Deductions: PAC deductions will be made in sixteen (16) equal installments beginning on October 5th and ending on May 20<sup>th</sup>.

**Section 7. Personnel Files:**

Subd. 1. Access: All individual teacher evaluations and individual teacher files generated within the School District will be available to the teacher during regular School District hours upon the teacher's request in accordance with MS 122A.40, Subd. 19.

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

Subd. 3. Documentation of Contents: The teacher, a representative of Education Minnesota – OSSEO at the teacher's request, and a Human Resources representative, will document the file content before the teacher is given the file for review. All such reviews will take place in Human Resources. The teacher, a representative of Education Minnesota – OSSEO at the teacher's request, and a Human Resources representative, will document the contents of the file at the termination of the review.

Subd. 4. Right to Copy: The teacher will have the right to a copy of any of the contents of his/her file.

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

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

## **Section 8. Seniority:**

**Subd. 1. Preparation:** The School District will annually create a seniority list (by name, date of employment, licensure and subject matter or field).

- a. Seniority in the District will be computed on the basis of a teacher's continuous employment from the first day of actual work with the District.
- b. Teachers will continue to accrue seniority while on Board approved leaves.
- c. Effective for the 2005-06 school year and thereafter the original seniority date will be retained by any teacher whose employment has been terminated by resignation or termination pursuant to MS 122A.40 and whose employment was subsequently reinstated by the School District prior to October 1<sup>st</sup> of the following school year.
- d. The District will provide Education Minnesota – OSSEO with an electronic version of the seniority list updated quarterly.

**Subd. 2. Request for Change:** If a teacher disagrees with their placement on the seniority list they are required to supply a written request for a seniority change to the Director, Human Resources.

**Subd. 3. Seniority List:** The School District will evaluate all written requests for seniority changes and will make the necessary corrections, if any, and will prepare a revised seniority list that will be used for the purposes of determining implementation of involuntary transfer and the order of placement on an Unrequested Leave of Absence.

**Subd. 4. Seniority Tie Breaker:** The following steps will be used as a basis for choice between continuing contract teachers of equal seniority for purposes of determining the order of placement on Unrequested Leave of Absence and implementation of involuntary transfer.

- a. Length of continuous teaching experience in the School District, including approved leaves of absence.
- b. Total years of public school teaching experience.
- c. The lower file folder number as recorded on the teacher's Minnesota teaching license.

**Subd. 5.** Beginning with the 2014-15 school year, employees working in other School District employment groups who secure a teaching contract within this bargaining unit will have their seniority date back-dated to their original hire date, to a maximum of five years (two years of service in a previous bargaining unit and three years of probation as a teacher), upon completion of probation (in accordance with Minnesota Statute 122A.41) provided there has been no separation of employment between the prior position and the teaching assignment. This provision does not apply to day-to-day substitute or intermittent service.

**Section 9. Building Access for Education Minnesota - OSSEO Meetings:** Education Minnesota – OSSEO will have access to school facilities at no charge for union meetings. Union leadership must reserve facilities and equipment through the process established by the Community Education Department. Equipment may be reserved only for the meeting at the site where it is inventoried and maintained; equipment may not be removed from the premises.

**Section 10. Teacher Transfer:** Transfer of teachers will be made according to the “Teacher Transfer Procedures” as outlined in Addendum A.

## **ARTICLE VI SALARY SCHEDULES AND RATES OF PAY**

**Section 1. 2015-2016 Salary Schedule:** The wages and salaries reflected in Schedule A, attached hereto (page 48), will be a part of this Agreement for the period July 1, 2015 through June 30, 2016.

**Section 2. 2016-2017 Salary Schedule:** The wages and salaries reflected in Schedule B, attached hereto (page 49), will be a part of this Agreement for the period July 1, 2016 through June 30, 2017.

**Section 3. Status of Salary Schedules:** The salary schedules will not be construed as part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher will be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor Agreement is executed. A teacher's advancement is subject to the right of the School Board to withhold performance increments, lane changes, or other salary increases for good and sufficient grounds. A teacher's advancement will not be withheld unless the teacher failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

### **Section 4. Placement on Salary Schedule:**

**Subd. 1. Change on Salary Schedule:** The following rules will be applicable in determining placement of teachers on the appropriate salary schedule.

- a. **Definition:** A lane change is horizontal movement on the teacher salary schedule due to credits earned in approved professional training.
- b. **Credits that qualify:** Graduate credits earned by a letter grade or ‘pass’ grade and/or board credits that are related to the field or fields relevant to the teacher’s licensure area(s). Effective January 1, 2008 all eligible coursework for Lanes II, III, IV, V, VI, VII, and VIII must earn a minimum of a ‘C’ grade, ‘Pass’, or ‘Satisfactory’.
  - Graduate credits must be earned from a graduate institution that has an accredited program and grants a Master of Education (M.Ed.), Master of Arts (M.A.), Master of Science (M.S.), Master of Social Work (M.S.W.), Master of Fine Arts (M.F.A.), Master of Music (M.M.) or Master in Business Administration (M.B.A.).

- Board credits are earned in School District sponsored board credit offerings, fifteen (15) hours on a teacher advisory team, or an activity approved by the Director, Human Resources. A School District board credit is fifteen (15) hours or the equivalent of one (1) semester credit.
  - If a teacher attends a workshop during the workday, an approved leave (i.e. sabbatical, personal, short-term or long-term) must be used to earn credits that qualify. In addition, no School District funds can be expended for registration and/or reimbursable expenses.
- c. Credits that do not qualify: Board or graduate credits earned prior to the granting of a master's degree do not qualify for lane changes beyond the master's degree. Credits will not qualify if School District funds have been expended for registration or reimbursable expenses.
- d. Master's Degree Prior Approval: A master's degree is the completion of graduate work with the granting of a degree, such as M.Ed., M.A., M.S., M.S.W., M.F.A., M.M. or M.B.A., or a degree of equal value.
- Prior approval must be obtained from the Director, Human Resources for a master's degree program. Approval must be obtained prior to the completion of ten (10) semester credits via submission of a Master's Program approval application along with a copy of the proposed program plan to Human Resources.
  - The master's degree must be in the field or field(s) relevant to the teacher's licensure area(s).
- e. Number of Credits Required: Ten (10) semester credits are required per lane change. A minimum of five (5) graduate semester credits is required. A maximum of five (5) semester board credits may be used. One (1) semester credit equals one and one half (1-½) quarter credits.
- f. Deadlines: A request for lane change must be submitted to Human Resources by October 15<sup>th</sup> for coursework that was completed by September 15<sup>th</sup> for a salary increase to be effective the beginning of the school year. A request for lane change must be submitted to Human Resources by March 15<sup>th</sup> for coursework that was completed by February 15<sup>th</sup> for a salary increase to be effective for the second half of the contract year.
- If Terms and Conditions of Employment have not been ratified, no lane movement occurs until the contract is ratified. However, deadlines for submitting paperwork remain the same.
- g. Application Process: A teacher must complete a Lane Change Request form to advance on the salary schedule. Submit a "Lane Change Request" application along with an official transcript to Human Resources.

Subd. 2. Salary Schedule: All credits applied toward lane placement must be in the teacher's professional/licensure field(s) or a related area as defined in Subd. 1b and 1e of this Section.

- a. Lane I - Completion of a four (4) year course with the granting of a degree such as Bachelor of Arts, Bachelor of Science, Bachelor of Education, or a degree of equal value.
- b. Lane II – Completion of a bachelor's degree plus ten (10) semester credits.
- c. Lane III – Completion of a bachelor's degree plus twenty (20) semester credits.
- d. Lane IV – Completion of a bachelor’s degree plus thirty (30) semester credits, or completion of a master’s degree with a major not in teacher’s professional/licensure field(s).
- e. Lane V - Completion of graduate work with the granting of a degree, such as M.Ed., M.S., M.A., M.S.W., M.F.A., M.M. or M.B.A., or a degree of equal value. The master's degree must be in a field relevant to the teacher’s license area(s), or focus in the fields of pre-K to 12 education, educational administration, or a related educational field.
- f. Lane VI – Completion of a master's degree in the professional/licensure field(s) plus ten (10) semester credits.
- g. Lane VII – Completion of a master's degree in the professional/licensure field(s) plus twenty (20) semester credits.
- h. Lane VIII – Completion of a master's degree in the professional/licensure field(s) plus thirty (30) semester credits.

Subd. 3. Performance Increment Advancement: The School District will grant advancement on the salary schedule for teaching experience effective at the beginning of the work year, subject to the conditions as stated in Article XVI, Duration. A teacher must complete at least 120 days of teaching service each year during the school year to qualify for a year of service experience. A maximum of 30 days devoted to parent-teacher conferences, teacher workshops, and other staff development opportunities and days on which a teacher is absent from school will count as days of teaching service under this paragraph.

Subd. 4. Performance Increment Advancement Exception: As an exception to Performance Increment Advancement provisions as set forth in Subd. 3. of this Section, limitations for Performance Increment Advancement at Lane I, Lane II and Lane III are as follows:

- Lane I - No teacher may advance beyond Career Performance Increment 11 of the salary schedule. Exception: teachers currently at or beyond Career Performance Increment 11 may advance to Career Performance Increment 14 as provided in Subd. 3 of this Section.
- Lane II - No teacher may advance beyond Career Performance Increment 11 of the salary schedule. Exception: teachers currently at or beyond Career Performance Increment 11 may advance to Career Performance Increment 18 as provided in Subd. 3 of this Section.

- Lane III - No teacher may advance beyond Career Performance Increment 11 of the salary schedule. Exception: teachers currently at or beyond Step 11 may advance to Career Performance Increment 22 as provided in Subd. 3 of this Section.

**Subd. 5. Initial Salary Schedule Placement:** The School District will determine initial Salary Schedule placement based on teaching experience. Exceptions may be made by mutual agreement with Education Minnesota - OSSEO.

**Subd. 6. Career Performance Increment Advancement:** The School District will grant advancement on the salary schedule for teaching experience effective at the beginning of the work year, subject to the conditions as stated in this Article and Article XVI, Duration. In order to advance to the Career Performance Increment 14, a teacher must remain at Performance Increment 11 for a minimum of three (3) years or until the teacher has completed a minimum of 13 contracted teaching years in the School District, whichever comes first. Thereafter, in order to advance to the next Performance Career increment (18, 22, 26), a teacher must remain at the previous Career Performance Increment a minimum of 4 years. A teacher coming from another school district who has more than 11 years of experience may be placed higher than Step 11 on the salary schedule based on their total years of teaching, at the discretion of Human Resources.

## **ARTICLE VII EXTRA COMPENSATION**

**Section 1. Extra Assignments - Compensation:** The wages and salaries reflected in Schedule C, attached hereto, will be a part of this Agreement for the period July 1, 2015 through June 30, 2017.

**Subd. 1. Assignment to Extra/Co-Curricular Activities:** As defined in the PELRA, teachers may apply for and/or be assigned by the administration as advisors, sponsors, or coaches of the activities listed in Schedule C. All openings for extracurricular and co-curricular activities will be posted via an electronic job system for five (5) days. When an opening exists, qualified volunteers within the building will be given consideration before an assignment is made.

**Section 2. Other Assignments – Hourly Compensation:** The wages and salaries reflected in Schedule D, attached hereto (pages 58), will be a part of this Agreement for the period January 20, 2016 through June 30, 2017.

**Subd. 1. Assignment to Extra Time Duties:** As defined in the PELRA, teachers may apply for and/or be assigned by the administration to the extra time duties listed in Schedule D (page 58) which requires work beyond the regular school year or the regularly assigned week. Payments, as reflected in Schedule D, will appear as separate line items on the pay statement.

**Section 3. Extended Time:** Teachers, including but not limited to counselors, special education building coordinators, and library media specialists, who are assigned extended time beyond the school year will be paid on a pro-rata basis from the applicable salary schedule.

**Section 4. Salaries for Department Chairpersons and Team Leaders:** The wages and salaries reflected in Schedule C, attached hereto (pages 52-57), will be a part of this Agreement for the period July 1, 2015 through June 30, 2017.



Subd. 1. Pay Rate: As defined in the PELRA, teachers may apply for and/or be assigned by the administration as department chairpersons and team leaders. Payments, as reflected in Schedule C, will appear as separate line items on the pay statement.

### **Section 5. Teachers as Substitutes:**

Subd. 1. Volunteer Assignment: A teacher may offer to be assigned to teach during his/her preparation time in the event of emergency or when a regular substitute teacher is not available.

Subd. 2. Emergency Assignment: A teacher may be assigned by the principal to teach during his/her preparation time. Teachers may be assigned up to four (4) times. Any emergency substitute placement up to four (4) hours counts as one assignment. These assignments will only be made in an emergency or when a regular substitute teacher is not available.

Subd. 3. Pay Option: A teacher may be assigned to cover an additional classroom section of students for a partial or entire day. If a teacher is assigned to cover an additional classroom section, the teacher, at his/her option, will be paid their pro-rata hourly rate, or portion thereof. If a classroom section is split, the teachers assigned will divide the hours of the assignment and will be paid their pro-rata hourly rate or portion thereof. Effective beginning 2012-2013, this Pay Option shall be the sole option for teachers assigned to cover an additional classroom section of students.

Subd. 4. Assignment Process: A fair and equitable process of assigning teachers to substitute will be developed jointly by teachers and the principal at each building.

### **Section 6. National Certifications:**

Subd. 1. National Board of Professional Teaching Standards (NBPTS): Teachers may participate in the National Board of Professional Teaching Standards Program. Activities for this certification may qualify for board credit through the School District Professional Growth Committee. The School District Professional Growth Committee with the Director, Human Resources will apply the committee standards and guidelines to the professional work submitted to determine the number of board credits earned through the process.

Subd. 2. Certificate of Clinical Competence (CCC): Speech/Language clinicians may participate in the American Speech-Language-Hearing Association (ASHA) certification process. Activities for this Certificate of Clinical Competence (CCC) may qualify for board credit through the School District Professional Growth Committee. The School District Professional Growth Committee with the Director, Human Resources will apply the committee's standards and guidelines to the professional work submitted to determine the number of board credits earned through the process.

Subd. 3. National Certification for Occupational Therapists: Occupational Therapists may participate in the National Board for Certification in Occupational Therapy certification process. Activities for this certificate may qualify for board credit through the School District Professional Growth Committee. The School District Professional Growth Committee with the Director, Human Resources will apply the committee's standards and guidelines to professional work submitted to determine the number of board credits earned through the process.

Subd. 4. LICSW - Licensure for Social Workers: Social Workers may participate in the Minnesota State Board of Social Worker licensure process for Licensed Independent Clinical Social Worker (LICSW). Activities for this license may qualify for board credit through the School District Professional Growth Committee. The School District Professional Growth Committee with the Director, Human Resources will apply the committee's standards and guidelines to professional work submitted to determine the number of board credits earned through the process.

Subd. 5. School Psychologists (NCSP): School Psychologists may participate in the National Certified School Psychologists (NCSP) program. Activities for this certification may qualify for board credit through the School District Professional Growth Committee. The School District Professional Growth Committee with the Director, Human Resources will apply the committee standards and guidelines to the professional work submitted to determine the number of board credits earned through the process.

Subd. 6. Other National Certifications: The Director, Human Resources, may recognize other national certifications in this section after they are approved for continuing education clock hour exemptions by the Minnesota Board of Teaching.

Subd. 7. Eligibility: A teacher must be certified by December 31<sup>st</sup> in order to be eligible for the stipend for that school year.

Subd. 8. Application: Eligible teachers must apply annually by December 31<sup>st</sup> in order to receive the stipend for that school year. Teachers must notify the District if any change in eligibility for the stipend occurs (expiration of certification, failure to pay fees, reduction in certification or other reasons).

Subd. 9. Pay Rate: Upon certification as recognized in this section, the teacher will be paid an additional amount each year the certification or licensure is maintained. Payment will be made February 5<sup>th</sup>. Teachers who successfully complete the National Board of Professional Teaching Standards (NBPTS) Certification will be paid an additional \$2,000 each year the certification is maintained. Speech/Language clinicians who successfully complete the Certificate of Clinical Competence (CCC) will be paid an additional \$1,000 each year the certification is maintained. Occupational Therapists who successfully complete the National Board for Certification in Occupational Therapy (NCCOT) will be paid an additional \$1,000 each year the certification is maintained. Social Workers who successfully complete the Licensed Independent Clinical Social Worker License (LICSW) process will be paid an additional \$1,000 each year the license is maintained. School Psychologists who successfully complete the National Certified School Psychologist (NCSP) process will be paid an additional \$1,000 each year the license is maintained. The additional payment will be pro-rata based on FTE and work year.

Subd. 10. Reimbursement of NBPTS Application Costs: The School District will reimburse teachers who successfully complete the National Board of Professional Teaching Standards (NBPTS) Certification up to \$2000 of the actual out-of-pocket cost borne by the teacher for the application and assessment fees upon receiving the NBPTS Certification.

## **Section 7. Retirement Incentive Pay for Teachers Whose Service Began Prior to July 1, 1990:**

**Subd. 1. Eligibility:** Teachers who have completed at least fifteen (15) years of full-time continuous service in any position that is covered under the terms of this agreement with the School District and who are at least fifty (50) years of age, and whose service began prior to July 1, 1990, will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of written resignation accepted by the School Board, provided that such notification is given prior to March 1<sup>st</sup>. Full-time continuous service shall be defined as any continuous sequence of fifteen (15) or more years of service whereby each year the teacher was either working full-time or on approved leave.

**Subd. 2. Exclusion:** This section will apply only to teachers whose service has been full-time (0.80 FTE or equivalent contract) as defined by this Agreement and whose service began prior to July 1, 1990. For teachers whose employment or re-employment after separation of service began after this date, the provisions of this section will not be applicable. For purposes of this section, a separation in service will include any event that would serve to modify the seniority date of the employee to reflect a date later than June 30, 1990.

**Subd. 3. Calculation of Benefit:** A teacher will be eligible to receive as retirement incentive pay, upon his/her retirement, the amount obtained by multiplying eighty-two percent (82%) of his/her unused number of sick leave days, but in any event not to exceed one hundred twenty-three (123) days times his/her daily rate of pay.

**Subd. 4. Determination of Daily Rate:** In applying these provisions, a teacher's daily rate of pay will be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and will not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Subd. 5. Payment Schedule 50-54:** A teacher who retires at age 50-54 will receive their retirement incentive pay on July 20<sup>th</sup> if their birth date is between January 1<sup>st</sup> and June 30<sup>th</sup> in the year they reach age 55. If their birth date is between July 1<sup>st</sup> and December 31<sup>st</sup>, they will receive their incentive pay on January 20<sup>th</sup> of the following year.

**Subd. 6. Payment Schedule 55 & Over:** Retirement incentive pay for teachers age 55 or older will be paid by the School District according to the following schedule. Teachers who retire between January 1<sup>st</sup> and June 30<sup>th</sup> will receive their retirement incentive pay on July 20<sup>th</sup> of that year. Teachers who retire between July 1<sup>st</sup> and December 31<sup>st</sup> will receive their retirement incentive pay on January 20<sup>th</sup> of the following year.

**Subd. 7. Distribution of Incentive:** The total incentive received must be directed into the following plans: fifty percent (50%) into the Special Pay Deferral Plan and fifty percent (50%) into the Post-Retirement Health Reimbursement Account.

- a. **Deferral Plan:** The School District will contribute fifty percent (50%) of the teacher's incentive pay into an account within a Special Pay Deferral Plan administered by a company selected by Education Minnesota - OSSEO and the School District.

b. Post-Retirement Health Reimbursement Account: The Post-Retirement Health Reimbursement Account is an employer-sponsored program that allows teachers to pay medical expenses and/or health insurance premiums after termination of public service. The Post-Retirement Health Reimbursement Account allows teachers to set aside money earned as an active teacher to cover costs of health or dental insurance, and other medical or dental expenses after termination of public service. Under the Post-Retirement Health Reimbursement Account, amounts contributed are tax-free and no taxes are paid on amounts paid since they must be used to pay health and dental insurance premiums or used to cover out-of-pocket medical or dental expenses. Teachers who are exempted from participating in the Post-Retirement Health Reimbursement Account, per IRS guidelines, must direct one hundred percent (100%) of the monies into the Deferral Plan.

Subd. 8. Exceptions: Retirement incentive pay will not be granted to any teacher who is discharged by the School District.

**Section 8. Deferred Compensation Programs**: In accordance with Section 403(b) of the Internal Revenue Code and MS 356.24, the School Board will match an amount equal to the minimum match, the maximum match, or any amount in between the contribution of an eligible teacher according to the following schedules towards an approved 403(b) tax sheltered annuity plan. Teachers who have been contributing to a 457 plan prior to the ratification of the 2013-2015 contract will be grandfathered in, with the district contributing matching funds to the 457 plan. Teachers hired on or after July 1, 2014 or new enrollees to the deferred compensation program will have all matching funds contributed to a 403(b) plan.

The plan must meet the School District’s guidelines for approval. The contribution and match are forwarded each pay period to the plan account.

**Subd. 1. Service Prior to July 1, 1990 – Annual Match and One-time Payment to Employees:**

<b>Teachers whose service began prior to July 1, 1990</b>	
Effective July 1, 2015 – June 30, 2016	District Annual Match of \$900.00
Effective 2016-2017 All eligible employees, pro rated by FTE. Must be active on last day of school, meet performance expectations, and meet minimum duty day requirements to qualify for one-time payment. One-time payment to be paid at end of contract year (July 20, 2017).	One-time Payment Paid by District to Employee \$900.00

**Subd. 2. Service After July 1, 1990 – District Match:**

<b>Teachers whose service began after July 1, 1990</b>	<b>Minimum District Annual Match</b>	<b>Maximum District Annual Match</b>
All employees, regardless of FTE, eligible after one year of service	\$504.00 (\$21.00 per paycheck for 24 pay periods)*	\$1,680.00 (\$70.00 per paycheck for 24 pay periods)**

\*To obtain the above benefit teachers must match at least the minimum amount listed in the table above.

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

**Subd. 2. Eligibility:** To be eligible for this provision, full and part-time teachers must complete one year of service. Participation in the plan will be voluntary and will be governed by the policies and guidelines as defined in the Minnesota State Deferred Compensation Program (Section 457) or Section 403(b) of the Internal Revenue Code.

**Section 9. Elementary Parent-Teacher Conferences Compensation:** Elementary teachers (K-6) will be compensated for each parent-teacher conference held in excess of the established criteria that are part of the two required conference periods (fall and winter/spring). Staffing ratios related to the established criteria in this section will be distributed to Education Minnesota-OSSEO by September 30<sup>th</sup> each year.

**Subd. 1. Rate of Compensation:** Elementary classroom teachers (K-6), Elementary Speech Pathologists (K-6), Elementary English Learner Teachers (K-6), and Elementary Occupational Therapists (K-6) will be compensated at the rate of \$20.00 per parent-teacher conference held in excess of the established criteria.

**Subd. 2. Elementary Classroom Teachers:** In excess of thirty-two (32) or the current K-12 staffing ratio, whichever is greater.

**Subd. 3. Elementary Speech Pathologists:** In excess of the current Speech Pathologist staffing ratio.

**Subd. 4. English Learner (EL) Teachers:** In excess of the current EL staffing ratio.

**Subd. 5. Occupational Therapists (OT):** In excess of the current OT staffing ratio.

**Subd. 6. Qualified Conference:** The parent-teacher conferences eligible for this extra compensation are those that are part of the two required conference periods (fall and winter/spring).

**Subd. 7. Reporting:** Eligible elementary (K-6) teachers will submit a timecard indicating the number of conferences held in excess of the established criteria.

Subd. 8. Exception: Full-time 1/2-day kindergarten classroom teachers are not eligible to receive this extra compensation unless the total of their conferences held is in excess of twice the established criteria.

## **ARTICLE VIII GROUP BENEFITS/INSURANCE**

**Section 1. Eligibility:** Full-time teachers who are paid under Schedule A or B are eligible for group insurance. Teachers who work thirty-two (32) or more hours per week (0.8 FTE contract) will be considered full-time for purposes of eligibility for group insurance. Qualifications will include those established by the School Board and the carrier of the coverage (Employee must be in an assignment that has an expected duration of 60 duty days or more).

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

**Section 3. Selection:** The School Board will make the selection of insurance carriers and policies. Education Minnesota - OSSEO will have representation on the School District Insurance Advisory Committee.

### Subd. 1. Health and Hospitalization Insurance:

- a. Single Coverage: Effective January 1, 2016 through December 31, 2016, the School District will pay up to \$551.94 in monthly premium cost for individual coverage for each full-time teacher employed by the School District who qualifies for and enrolls as single in the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2017 through December 31, 2017, the School District will pay up to \$562.98 in monthly premium for individual coverage for each full-time teacher employed by the School District who qualifies for and enrolls as single in the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

- b. Employee + 1: Effective January 1, 2016 through December 31, 2016, the School District will pay up to \$858.34 in monthly premium cost for employee + 1 dependent coverage for each full-time teacher employed by the School District who qualifies for and enrolls as Employee + 1 in the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2017 through December 31, 2017, the School District will pay up to \$875.51 in monthly premium cost for employee + 1 dependent coverage for each full-time teacher employed by the School District who qualifies for and enrolls as Employee + 1 in the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

- c. Family: Effective January 1, 2016 through December 31, 2016, the School District will pay up to \$1,375.24 in monthly premium cost for family coverage for each full-time teacher employed by the School District who qualifies for and enrolls as Family in the High or Value health and hospitalization plan. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Effective January 1, 2017 through December 31, 2017, the School District will pay up to \$1,402.74 in monthly premium cost for family coverage for each full-time teacher employed by the School District who qualifies for and enrolls as Family in the High or Value health and hospitalization plan. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

- d. High Deductible Health Plan/HSA: Effective January 1, 2016 through December 31, 2017, the School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For those employees who elect to participate in the high deductible plan, the School District will make the following contributions:

- For employees who select single coverage, the School District will contribute the following:

Premium: January 1, 2016 through December 31, 2016:

Up to \$419.10 of the single monthly premium.

January 1, 2017 through December 31, 2017:

Up to \$427.48 of the single monthly premium.

HSA: \$200.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- For employees who select employee +1 coverage, the School District will contribute the following:

Premium: January 1, 2016 through December 31, 2016:

Up to \$838.20 of the employee + 1 monthly premium.

January 1, 2017 through December 31, 2017:

Up to \$854.96 of the employee +1 monthly premium.

HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- For employees who select family coverage, the School District will contribute the following:

Premium: January 1, 2016 through December 31, 2016:

Up to \$1,341.12 of the family monthly premium.

January 1, 2017 through December 31, 2017:

Up to \$1,367.94 of the family monthly premium.

HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. 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. Married Couples in District With Family Coverage: When a teacher and his/her 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.
- f. Disability Coverage: Teachers who have been approved for benefits under the School District's long term disability insurance plan or the Workers' Compensation Act and who previously enrolled in the School District's health and hospitalization, dental and life insurance benefits will have these benefits maintained for a period of one (1) year from the date of qualification for the disability benefit. Thereafter, these benefits will be available to the teacher at his/her expense subject to the provisions of the insurance carrier plan description.

Subd. 2. Group Term Life Insurance: The School District will pay the full premium for each \$1,000 of coverage for group term life insurance for all full-time teachers who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time teachers who qualify and enroll will be insured with \$50,000 of group term life insurance.

Subd. 3. Supplemental Group Term Life Insurance: Full-time teachers will have the option, subject to the conditions established by the School District's carrier for group term life insurance as provided in Subd. 2. of this Section, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000 not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the teacher and paid by payroll deductions.

Subd. 4. Long-Term Disability Income Protection: The School District will pay the full premium for coverage in the existing long-term disability income protection plan for all full-time teachers who qualify for and enroll in such coverage. This coverage will apply to the base annual salary.

Subd. 5. Dental Insurance:

- a. Single Coverage: The School District will pay up to \$28.00 per month for individual coverage for each full-time teacher 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 teacher 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 teacher 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 4. Coverage Waiver:** 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 District retains the right to re-examine waiver of health coverage on a year-to-year basis.

**Section 5. Claims Against the School District:** It is understood that the School District's obligation is to purchase an insurance policy and pay such amount 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 6. Duration of Insurance Contribution:** A teacher is eligible for School District contributions as provided in this Article. Upon termination of employment, all School District participation and contributions will cease effective on the last day of the month in which employment terminates. However, terminated probationary teachers whose employment ends in June, and who have exercised their COBRA rights, and are rehired prior to September 15<sup>th</sup> of the same year will have their July and August health and hospitalization insurance premium contributions reimbursed at the same rate as the District would have provided for single coverage had the separation of service not occurred.

**Section 7. Insurance Program Eligibility in the Event of Retirement:** A teacher who retires is eligible to participate in the health and hospitalization and dental plans of the School District but must pay the entire premium for the plans selected subject to Section 8 of this Article. The right to continue participation in a group plan is mandated by Minnesota Statute. Such plans will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

**Section 8. School District Contribution for Health Insurance for Retirees:** Teachers will be eligible under the following conditions:

**Subd. 1. Eligibility at 55:** This Section will apply to teachers who have completed at least fifteen (15) years of full time continuous service in any position covered under the terms of this agreement with the School District and who are at least fifty-five (55) years of age.

*Note: Effective 2012-2013, teachers hired on or after July 1, 2007 shall not qualify for benefits under this section. Those teachers shall qualify for benefits under Section 9, Post-Employment Health Care Accounts.*

**Subd. 2. Eligibility 50-54:** Teachers retiring between the ages of fifty (50) and fifty-four (54) must maintain School District health and hospitalization plans at their own expense until age fifty-five (55) to be eligible for School District contribution at age fifty-five (55).

**Subd. 3. Calculation of Benefit:** For all eligible teachers, the cumulative total amount will not exceed an amount determined by multiplying the teacher's daily rate of pay at the time of retirement times the number of the teacher's accumulated sick leave days in excess of one hundred and twenty-three (123) days as of the date of retirement. However, the total amount will not exceed \$37,800. The monthly district contribution toward the premium will be determined using the cumulative total amount earned by the teacher divided by the number of months until the teacher qualifies for Medicare. The benefit amount will not exceed 100% of the premium of the insurance plan selected by the teacher. If the teacher's FTE status is not full time at the time of retirement the benefit will be pro-rated according to the teacher's current FTE.

**Subd. 4. Retiree Responsibility:** The portion of the premium not contributed by the School District will be borne by the teacher. If a retiree fails to provide the School District with the required contribution within thirty (30) days of the due date, coverage will be canceled.

**Subd. 5. Determination of Daily Rate:** The teacher's daily rate of pay will be the daily rate at the time of retirement, as provided in the salary schedule for the school year, and will not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Subd. 6. Termination of Benefit:** This insurance contribution will in no event continue beyond the retired teacher's qualification for Medicare or upon the teacher's death, whichever occurs first.

**Subd. 7. Exception:** In the event that a retiree, who has accumulated one hundred and fifty (150) or more days of unused sick leave within five years of the planned retirement date and who has experienced a serious illness/disability requiring use of the School District Long-Term Disability Insurance, the School District will provide a base contribution toward the retirees' selected School District health insurance plan in the amount of \$225 per month for up to eighty-four (84) months, not to exceed a total contribution of \$18,900 with the contribution ending when the retiree qualifies for Medicare or upon the death of the teacher, whichever occurs first. An employee who qualifies for this exception must notify Human Resources with the submission of his/her retirement paperwork.

**Section 9. Post-Employment Health Care Accounts:** Employees hired on or after July 1, 2007, and any other employee who opts into this benefit according to this Section, shall no longer receive a district contribution for retiree health insurance. Instead, these employees shall receive an annual contribution to a Post-Employment Health Care Account, subject to the following conditions:

- a. An annual District contribution of \$500.00 shall be made for each enrolled teacher into a Post-Employment Health Care Account, to be used at any time the teacher separates from service with the District. This amount shall be pro-rated based on the teacher's FTE status or equivalent.
- b. Teachers shall become vested in the benefit after achieving continuing contract status or equivalent with the District.
- c. District contributions into the accounts shall be made as soon as practicable after the end of the school year, and each subsequent school year thereafter.
- d. Teachers hired before July 1, 2007 shall have a one-time opportunity to opt into the benefit outlined in this Section. The deadline for opting in was March 1, 2012. Those teachers who opt into the benefits under this Section shall be subject to the same employee leave benefits as those teachers who were hired on or after July 1, 2007, found in Article IX.

**Section 10. Section 125 Plan (Flexible Spending Plan):** The School District will provide a Section 125 Plan under the Internal Revenue code for eligible teachers.

**Subd. 1. Description:** The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses.

The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a “Cafeteria Plan” for federal income tax purposes.

- a. The plan year is July 1<sup>st</sup> through June 30<sup>th</sup> 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.
- b. Benefits eligible teachers with assignments greater than or equal to .5 FTE may participate in all components of this Subdivision.

### **Section 11. Property Damage Reimbursement Plan:**

Subd. 1. Purpose: To offer shared-cost loss prevention plan for damages to personal property (including motor vehicles) that occur while the teacher is performing his/her contracted duty. The plan is available for reimbursement for loss, damage, or destruction of personal property, including motor vehicles on school property or while the teacher is in the performance of school business. In the case of motor vehicles, reimbursement will not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the teacher.

Subd. 2. Cost: The School District and Education Minnesota – OSSEO will share the cost of funding the pool. Each will contribute \$2,500 annually until the fund has \$15,000 in assets. At that time contributions will be suspended until the fund drops below \$10,000 in assets at which time the contributions will be reinstated. The School District will fund their portion on June 1<sup>st</sup> of each year.

Subd. 3. Administration: Education Minnesota – OSSEO will administer the plan and will provide the School District with an annual report.

#### Subd. 4. Guidelines:

- a. Teachers must contact Education Minnesota – OSSEO to report the incident.
- b. A claim form will be required for reimbursement and all claims must be submitted within forty-five (45) days of the incident.
- c. All claims must include a copy of:
  - A police report
  - Repair estimate
  - Insurance claim (if a claim is filed)
  - Proof of deductible

Subd. 5. Maximum Reimbursement: Maximum reimbursement per loss will be limited to \$750 annually. Payments are limited to the resources in the pool. If claims exceed the amount in the pool,

payments will be made on a pro-rata basis. Any monies not claimed will be carried into the next fiscal year.

**Subd. 6. Non-reimbursable incidents:**

- a. An accident that occurs while the vehicle is moving in a reimbursable activity is not covered.
- b. No reimbursement will be given for damages that occur in conjunction with a moving violation charged to the requesting party.

**Subd. 7. Limits:** Reimbursement for damages to a teacher's personal property is limited to those items that are on the premises for the purpose of enhancing the curriculum or the teaching process, or personal property damaged or destroyed as a result of a student assault while the teacher is engaging in the performance of their duties.

## **ARTICLE IX LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1. Earn:** All teachers will be credited at the beginning of the school year with twelve (12) days of sick leave per year. Teachers working less than a full year will have their sick leave days pro-rated. Effective beginning 2012-2013, teachers hired on or after July 1, 2007 and teachers opting into the Post Employment Health Care Account as referenced in Article VIII Section 9 shall be credited with ten (10) days of sick leave at the beginning of the school year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to an unlimited number of days per teacher. Such accrual will be non-retroactive. Effective 2012-2013, teachers hired on or after July 1, 2007 and teachers opting into the Post Employment Health Care Account as referenced in Article VIII Section 9 may accumulate a maximum balance of one hundred (100) days of sick leave.

**Subd. 3. Use:**

- a. Sick leave with pay will be allowed by the School District whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence.
- b. Sick leave may also be used for the illness of a child including an adult child, spouse, parent, guardian, step-parent, sibling, grandparent, or any other relative or non-relative who stands in the same relationship with the teacher as determined by Human Resources provided the teacher has unused sick leave at the time of such absence.

**Subd. 4. Summer School:** Deduction of accrued sick leave during summer school teaching is one (1) day for two sessions and one-half (1/2) day for one session.

Subd. 5. Use - Pregnancy: A teacher may utilize available sick leave, subject to the provisions of this Section and Section 9 of this Article, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. A teacher will notify the Director, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. A licensed physician will determine the definition of disability.

- a. A teacher (other than the mother) may utilize up to thirty (30) days of sick leave in connection with the birth of their child, without access to the Extended Illness Sick Leave Pool. The thirty (30) days of sick leave must be used within six (6) weeks surrounding the birth of the child.
- b. A teacher may utilize up to thirty (30) days of sick leave for the adoption of a child, without access to the Extended Illness Sick Leave Pool, subject to the provisions of this Section and Section 9 of this Article.

Subd. 6. Medical Verification: If the duration of an absence extends past five (5) days, and there is a question as to the eligibility for sick leave, the Director, Human Resources reserves the right to verify the illness. In the event that medical verification is required, the Director, Human Resources will notify the teacher. Education Minnesota – OSSEO will receive a copy of any request for verification. In special circumstances, Human Resources reserves the right to obtain medical verification for an absence of fewer than six (6) days.

Subd. 7. Deduction: Sick leave allowed will be deducted from the teacher's accrued sick leave days.

Subd. 8. Excess Use: Any days used in excess of the number of days of accrued sick leave will be deducted from the teacher's salary.

Subd. 9. Use - Absences Covered by Workers' Compensation and/or Long-term Disability (LTD): This subdivision is subject to the provisions of the carrier plan descriptions.

- a. Upon the request of a teacher 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 LTD by the teacher and the teacher's base rate of pay to the extent of the teacher's earned accrual of sick leave.
- b. A deduction will be made from the teacher's accrued sick leave according to the pro-rata portion of days of sick leave which is used to supplement workers' compensation and/or LTD payments.
- c. Such payment will be paid by the School District to the teacher only during the period of disability. In no event will the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the teacher.

- d. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the teacher for LTD payments who elects to receive sick leave pursuant to this Agreement, will submit his/her workers' compensation check and/or LTD payment, endorsed to the School District prior to receiving payment from the School District for this absence.
- e. A teacher who is unable to perform teaching duties and responsibilities due to a physical assault resulting in an injury which occurs while on duty as a result of a work related incident will be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a. through e. of this Subdivision.
- f. If a teacher incurs an injury as described in e. of this Subdivision, and such injury causes the teacher to work less than their contracted FTE, the School District will continue to contribute its share of the cost of the health and hospitalization insurance plan in which the teacher is enrolled.

**Subd. 10. Extended Illness Sick Leave Pool:** The School District will maintain an extended illness sick leave pool. The pool will have an open enrollment period within thirty (30) days of each contract ratification (Refer to the Memo of Understanding titled "Extended Illness Sick Leave Pool Procedures").

- Membership in the Extended Illness Sick Leave Pool is mandatory for all teachers hired after June 30, 2004.

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

**Subd. 1. Use:** Teachers may be granted up to a maximum of ten (10) days absence per year for illness in the teacher'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 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 teacher. Such absences will be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay will be deducted from the teacher's salary.

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

**Subd. 1. Use - Immediate Family:** Teachers will be granted up to five (5) days for absence due to death of each member of the teacher'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 teacher. Such absences will be deducted from accrued sick leave.

If the teacher does not have sufficient accrued sick leave, the cost of the substitute rate of pay will be deducted from the teacher's salary. Additional absence, but not to exceed five (5) additional days may be granted with the cost of the substitute rate of pay to be deducted from the teacher's salary. Exceptions to the immediate family designations may be granted with pre-approval of Human Resources in extenuating circumstances.

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. Such absence will be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay will be deducted from the teacher's salary for each occurrence. Exceptions may be granted with approval of Human Resources in extenuating circumstances.

#### **Section 4. Jury Service Leave:**

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

Subd. 2. Remittance of Stipend: Teachers who receive a stipend for jury service will reimburse the School District for the amount received, minus the mileage and parking expense allowance if they were on jury service during a duty day.

Subd. 3. Pay: Teachers will have no loss of pay as a result of jury service if the provisions of Subd. 1. and 2. of this Section are met. Failure to do so will result in the deduction of a substitute rate of pay from the teacher's salary.

#### **Section 5. Court Appearance Leave:**

Subd. 1. Request of School District: When the School District is a party in a litigation and a teacher of the School District appears at the request of the School District or as codefendant in a case against the School District, the teacher will be entitled to his/her pay and no deduction of any leave provision will be charged to the teacher.

Subd. 2. Other Requests: If a teacher 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 principal/supervisor and the Director, Human Resources. If the teacher must appear at the proceeding, the teacher will be entitled to his/her pay and no deductions of any leave provisions will be charged to the teacher. If the matter is a result of actions for which the teacher has been found to have acted improperly and thus disciplined by the Director, Human Resources, the day(s) absent will be deducted from personal leave or short term leave referenced in this Article.

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

#### **Section 6. Personal Leave:**

Subd. 1. Purpose: A teacher will be credited one (1) personal leave day each year, accumulative to five (5) days. Effective beginning 2012-2013, teachers hired on or after July 1, 2007 and teachers opting into the Post Employment Health Care Account as referenced in Article VIII Section 9 shall be

credited with two (2) personal leave days each year. Personal leave may be used for activities requiring the teacher's personal attention not covered under other provisions of this Agreement.

Subd. 2. Request: Requests for personal leave must be made to Human Resources at least three (3) days in advance of the leave, except in the event of emergencies.

Subd. 3. Limit 4%: At no time will more than four percent (4%) of the teachers be granted leave under this section.

Subd. 4. Additional Days: May be granted after the exhaustion of personal leave days under the following provisions and cannot be accumulated:

- a. Sick Leave Deduction: Two (2) additional days under the provisions of this section may be granted after the teacher has attained Continuing Contract status. These days will be deducted from the teacher's accrual of sick leave. Effective beginning 2012-2013, this provision shall not apply to teachers hired on or after July 1, 2007 and teachers opting into the Post Employment Health Care Account as referenced in Article VIII Section 9.
- b. Salary Deduction: Two (2) additional days under the provisions of this section may be granted, with the deduction of a substitute rate of pay from the teacher's salary.

Subd. 5. Exclusion: A personal leave day may be granted on the first or last day of the student school year. However, the leave will only be granted in rare and special circumstances with written explanation by the teacher and approval of the Director, Human Resources.

## **Section 7. Sabbatical Leave:**

Subd. 1. Purpose: A maximum of one (1) year may be granted to full-time teachers for the purpose of professional improvement through study, subject to the conditions established by the School Board. The minimum length of time that may be granted for a sabbatical leave is one (1) trimester. A sabbatical leave will not be granted for more than an accumulative total of one (1) year to any teacher in the School District during the duration of his/her service.

Subd. 2. Eligibility: To be eligible for sabbatical leave, a teacher must have completed seven (7) years of employment as a teacher in the School District.

Subd. 3. Prior Approval: Sabbatical leave for study will be limited to teachers centering their study in their areas of major concentration and will not be used for retraining in a new area except at the request of the administration. The Director, Human Resources, must approve the proposed program of study in advance.

Subd. 4. Request Deadline: Applications for full-year sabbatical leaves will be submitted in writing to the Director, Human Resources at the earliest possible date, but in no case later than March 1<sup>st</sup>, prior to the school year in which the leave is to be taken. Applications for sabbatical leaves of less than a full year must be submitted in writing to the Director, Human Resources at least three (3) months prior to the beginning date of the sabbatical leave being sought.



Subd. 5. Application: The application for a sabbatical leave will contain a detailed description of the intended activity and expected benefit to the School District including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 6. Limit 1-½ %: The number of teachers on sabbatical leaves at any one time will be limited to one and one-half percent (1-½ %) of the full-time teachers of the School District.

Subd. 7. Selection: If the number of requests for sabbatical leave exceeds the limitation, priority will be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of the School District. The granting of sabbatical leave, however, is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all sabbatical leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 8. Calculation of Pay: The allowance granted to a teacher on sabbatical leave will be based on one-half (1/2) the base contract salary of the individual for the school term during which the leave takes place. However, upon request from the teacher on sabbatical leave, the School District will pay seventy-five percent (75%) of the base contract salary during the school term in which the leave takes place. In the school term following the sabbatical leave, twenty-five percent (25%) of the previous school term's base contract salary will be deducted from the teacher's new base contract salary.

Subd. 9. Return to Service: A teacher who is granted a sabbatical leave of one (1) school year must pledge himself/herself to teach in the School District for two (2) full years following the termination of the leave. A teacher granted a sabbatical leave of less than one (1) year must pledge himself/herself to teach in the School District for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the time period as stated above, he/she will pay back to the School District the pro-rata part of the sabbatical allowance.

- Teachers granted sabbatical leave will enter into a written agreement with the School District for the repayment of monies and benefits paid by the School District for the teacher's noncompliance with this Subdivision.

Subd. 10. Return to Position: Upon expiration of the sabbatical leave, the teacher will have the right of returning to the position held prior to the leave unless such position has been discontinued pursuant to MS 122A.40.

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

## **Section 8. Child Care/Adoption Leave:**

Subd. 1. Purpose: A teacher, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The teacher will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to parents of a newborn or adopted child provided the parents are caring for the child. Teachers may be granted partial leaves of absence appropriate to the job assignment. Elementary classroom teachers (K-6) will be granted a .5 FTE or 1.0 FTE leave of absence only.

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

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant teacher will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery (See Section 1 Subd. 5a of this Article for use of sick leave by a teacher (other than the mother) in connection with the birth of their child).

Subd. 4. Use of Sick Leave for Adoption: A teacher may request to use up to thirty (30) days of accumulated sick leave for adoption, without access to the Extended Illness Sick Leave Pool to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

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

- a. The continuity of the instructional program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b. The request of the teacher.
- c. The specific employment duties of the teacher involved.
- d. The health and welfare of the teacher, unborn child or adopted child.
- e. The recommendation of the teacher's licensed physician.

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

- a. Grant any leave of more than twelve (12) months in duration.

- b. Permit the teacher to return to his/her employment prior to the date designated in the request for the leave, unless by mutual agreement of the teacher and the Director, Human Resources.

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

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

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

- a. The position has not been abolished pursuant to MS 122A.40.
- b. The teacher is not physically or mentally disabled from performing the duties of such position.

Subd. 10. Failure to Return: Failure of the teacher to return pursuant to the date determined in this section will constitute grounds for termination by the School District pursuant to MS 122A.40 unless the School District and the teacher mutually agree to an extension of the leave.

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

Subd. 12. Experience Credit: A teacher who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The teacher will not accrue additional experience credit for pay purposes or leave time during the period of absence.

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

Subd. 14. Insurance: A teacher on child care/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the teacher wishes to retain, following FMLA.

Subd. 15. Notification to Return: A teacher on child care/adoption leave of absence will be sent a contract from Human Resources by certified mail according to the following schedule:

- a. When the return date of the leave is intended to coincide with the opening of school, notification will be given by April 1<sup>st</sup>.

- b. At least sixty (60) days prior to the specified return of the leave when such date falls at any other time during the school year.

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

### **Section 9. Union Leave:**

Subd. 1. Use: Education Minnesota - OSSEO may be granted leave days each year to conduct the business of the union. If used, the union president will designate these days and in no instance will any one individual be granted more than ten (10) days. The cost of these days will be billed to Education Minnesota - OSSEO in the amount equal to the substitute rate of pay. Request for such leave will be made to the Director, Human Resources at least three (3) days in advance and will state the reason for the proposed leave. The president of Education Minnesota – OSSEO and the Director, Human Resources will meet and confer to discuss such leave when the total amount of leave days exceeds thirty five (35) days in a year.

Subd. 2. Union President: To provide an efficient means of leadership and participation in appropriate School District governance as outlined by this Agreement, state statutes and rules, and Board of Education policies and procedures, Education Minnesota – OSSEO (EM-O) and the District agree to assign the elected President of EM-O to a full-time, non-teaching assignment to accomplish the tasks outlined above.

- a. EM-O shall purchase and pay for the cost of a teacher to replace the EM-O President. Beginning the 2014-2015 school year, the cost for the replacement teacher shall be \$58,000. Payment shall be made on a quarterly basis as billed by the District.
- b. The EM-O President shall retain all rights as a teacher according to the terms of this Agreement, state statutes and rules, and Board of Education policies and procedures.

### **Section 10. Negotiation Leave:**

Subd. 1. Use: Up to six (6) members of the Education Minnesota - OSSEO's Negotiations Committee may be granted an appropriate number of days for purposes of collective bargaining with the School Board representative(s). Such days will be scheduled with the mutual consent of the School Board representative(s). There will be no leave deduction for these granted days.

### **Section 11. Long-Term Leave:**

Subd. 1. Eligibility: Teachers with a minimum of three (3) years of experience in the School District may be granted an unpaid leave of absence once every five (5) years.

Subd. 2. Duration: A leave may be granted for a period of time up to one (1) year. Additional leaves may be granted at the discretion of the Director, Human Resources.

Subd. 3. Partial Leaves: Teachers will be granted partial leaves of absence appropriate to the job assignment; however, elementary classroom teachers (K-6) will only be granted a .5 FTE or 1.0 FTE

leave of absence. Additional leaves may be granted at the discretion of the Director, Human Resources.

Subd. 4. Insurance: A teacher on a long-term leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs the teacher wishes to retain, commencing with the beginning of the leave.

Subd. 5. Benefit Accrual: A teacher on long-term leave will retain his/her accrued benefits of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 6. Purpose: Consideration for granting long-term leaves will be given for:

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

Subd. 7. Requests: Requests for leaves must be made at least thirty (30) days in advance, except in emergencies, and submitted to the Director, Human Resources for approval.

Subd. 8. Limit 2%: The number of teachers on a long-term leave at any given time will not exceed two percent (2%) of the total teaching staff.

Subd. 9. Notification to Return: A teacher on a long-term leave will be sent a contract from Human Resources by certified mail according to the following schedule:

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

Subd. 10. Reinstatement: A teacher returning from long-term leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished pursuant to MS 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.
- c. That the teacher has not been on leave for longer than the equivalent of one (1) FTE year.
- d. That a teacher with more seniority would not be displaced.
- e. If the teacher is on leave for more than the equivalent of one (1) FTE year, the teacher may return to the original building by mutual agreement between the teacher and the principal if an opening exists in the building. If there is not mutual agreement or if a position does not exist at the original building, the teacher will be transferred in accordance with School Board Policy 449 – Teacher Transfer as outlined in Addendum A.

Subd. 11. Failure to Return Contract: The teacher will lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

### **Section 12. Short-Term Leave:**

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

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the terms of this Agreement. Short-term leave will only be granted after personal leave is exhausted.

Subd. 3. Requests: Requests for a short-term leave will be made in writing a minimum of five (5) days in advance, except in the case of emergencies.

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

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

### **Section 13. Federal Program Leave:**

Subd. 1. Eligibility: A teacher who enlists in VISTA, the Peace Corps or other federal programs may be granted a leave of absence for up to two (2) years. The teacher will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 2. Insurance: A teacher on a federal program leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs the teacher retains, commencing with the beginning of the approved leave.

Subd. 3. Benefit Accrual: A teacher on a federal program leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 4. Requests: Request for a Federal Program leave must be made at least thirty (30) days in advance, except in emergencies, and submitted to the Director, Human Resources for recommendation.

Subd. 5. Notification to Return: A teacher on a federal program leave will be sent a contract from Human Resources by certified mail according to the following schedule:

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

Subd. 6. Reinstatement: A teacher returning from a federal program leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished pursuant to MS 122A.40.
- b. The teacher is not physically or mentally disabled from performing the duties of such position.

**Subd. 7. Failure to Return Contract:** The teacher will lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days following receipt of the letter.

#### **Section 14. Religious Holiday Leave:**

**Subd. 1. Use:** Teachers may be granted up to three (3) days of religious holiday leave. Teachers must make application to Human Resources at least three (3) days prior to the religious holiday. Human Resources will notify the teacher's principal/supervisor to make the necessary arrangements to allow the teacher to make up the days at some other prearranged time. However, a teacher may utilize provisions outlined in Section 6, Personal Leave, or Section 1, Sick Leave, if so desired. If the teacher chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

#### **Section 15. Extended Leave of Absence:**

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

**Subd. 2. Conditions:** The School Board will consider the granting of extended leaves only under the conditions as they are described in MS 122A.46 and MS 354.094, as of the date of this Agreement.

**Subd. 3. Eligibility:** Teachers 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 MS 354.05, Subd. 13. to be eligible for extended leave of absence.

**Subd. 4. Requests:** Requests for extended leaves of absence must be submitted to the Director, Human Resources by March 1<sup>st</sup> of the year preceding the school year for which the extended leave of absence would commence. Requests to begin an extended leave of absence at a time other than the beginning of the school year may be considered by the School District. If approved, the teacher will be granted a long term leave for the remaining duty days of the current school year and the extended leave of absence will then commence on the first duty day of the following school year.

**Subd. 5. Reinstatement:** A teacher returning from an extended leave of absence will be reinstated according to the following guidelines and subject to the following conditions:

- a. That the position has not been abolished pursuant to MS 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.

- c. That the teacher has not been on an extended leave of absence for longer than the equivalent of one (1) FTE year (effective with leaves granted beginning with the 2004-2005 school year).
- d. That a teacher with more seniority would not be displaced.
- e. If the teacher is on an extended leave of absence for more than the equivalent of one (1) FTE year, the teacher may return to the original building, by mutual agreement between the teacher and the principal, if an opening exists in the building. If there is not mutual agreement or if a position does not exist at the original building, the teacher will be transferred in accordance with School Board Policy 449 – Teacher Transfer as outlined in Addendum A (effective with leaves granted beginning with the 2004-2005 school year).

Subd. 6. Notification of Return: The District is not obligated to reinstate any teacher who is on an extended leave of absence pursuant to MS 122A.46 unless the teacher advises the School District in writing of the intention to return before February 1<sup>st</sup> in the school year preceding the school year in which the teacher wishes to return or by February 1<sup>st</sup> in the calendar year in which the leave is scheduled to terminate.

Subd. 7. Failure to Return Contract: The teacher will lose all re-employment rights if the teacher refuses or fails to return the contract within ten (10) days of receiving the contract.

#### **Section 16. Community Connection Leave:**

Subd. 1. Use: This paid leave is intended to permit teachers to participate in an opportunity to connect with parents and the community in order to help build community trust and support for Osseo Area Schools.

Subd. 2. Application: A written application will be submitted to Human Resources at least ten (10) days prior to the date of the requested leave. The Director, Human Resources and the President of Education Minnesota - OSSEO will review the application and inform the individual teacher if the leave is approved within three (3) days of receipt of the application.

Subd. 3. Responsibility of Teacher: Each teacher granted a community connection leave will submit a written report to Education Minnesota – OSSEO and Human Resources within two (2) weeks of such leave.

Subd. 4. Limit: A maximum of twenty-five (25) days over the terms of this Agreement for this unit will be reserved for this leave.

#### **Section 17. Unrequested Leave of Absence:**

Subd. 1. Conditions: The School Board may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position(s), lack of pupils, financial limitations, or merger of classes. Such leave of absence will continue for a period of five (5) years, after which the right to reinstatement will terminate. The teacher's right to reinstatement will also terminate if the teacher fails to file with the School Board by March 1<sup>st</sup> of any year, a written statement requesting



reinstatement. Such leave will be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School District.

Subd. 2. Notification: Teachers placed on such leave will receive notice by June 1<sup>st</sup> of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Authority: Unrequested leave of absence and recall will be in accordance with MS 122A.40 Subd. 7 and Subd. 11.

Subd. 4. Seniority Tie Breaker: Article V, Section 8, Subd. 5 will be used for continuing contract teachers of equal seniority for purposes of determining the order of placement on unrequested leave of absence and implementation of involuntary transfer.

**Section 18. Eligibility for Leave of Absence Benefits:** Teachers who are paid under Salary Schedules A or B are eligible for leave of absence benefits. Unless specifically provided for in this Article, leave of absence benefits are not applicable to summer assignments.

## **ARTICLE X PART-TIME AND HOURLY RATE TEACHERS**

**Section 1. Health Insurance:** Teachers working a minimum of 0.5 FTE contract (or equivalent twenty [20] hours per week) but less than 0.8 FTE contract (or equivalent thirty-two [32] hours per week) are eligible for group insurance in a plan offered by the School District. Enrollment will be voluntary.

Subd. 1. Health and Hospitalization Insurance: Effective January 1, 2016, the School District will pay a pro-rata portion of the premium for single coverage in the plan selected by the teacher:

- a. Maximum District Contribution per Month: Up to \$417.82 for any plan.
- b. The teacher will pay the difference between the School District's contribution and the premium for the selected plan.

### High Deductible Health Plan / HSA:

1. For those part-time employees who elect to participate in the High Deductible health plan, the District will make a contribution of \$200.00 monthly to a Health Savings Account (HSA) and \$400 monthly for those who enroll in an employee +1 or family plan. The provisions for July and August contributions and the payment of administrative fees provided to full-time employees shall apply to part-time employees as well.
2. Payment shall be made into the trust account recommended by the School District Insurance Advisory Committee.
3. Teachers working fewer than twenty (20) hours per week or less than a .5 FTE contract will be eligible to purchase a School District group health and hospitalization plan designated specifically for teachers working less than 20 hours per week or less than a .5 FTE contract and subject to conditions established by the carrier. The full cost of the plan will be borne by the teacher and paid by payroll deduction. Teachers working fewer than

twenty (20) hours per week or less than a .5 FTE contract who select the deductible plan are not eligible for the HSA contribution.

**Section 2. Group Term Life Insurance:** The School District will pay the full premium for each \$1,000 of coverage for group term life insurance. The amount of life insurance provided will be \$20,000, subject to the conditions of the carrier.

**Section 3. Supplemental Group Term Life Insurance:** Teachers working fewer than thirty-two (32) hours per week (.8 FTE contract) will have the option, subject to the conditions established by the School District's carrier for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000, not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the teacher and paid by payroll deduction.

**Section 4. Long-term Disability Income Protection:** The School District will pay the full premium for teacher coverage in the existing long-term disability income protection plan of the School District for teachers who qualify for and enroll in such coverage. This coverage will apply to the base annual salary.

**Section 5. Leaves of Absence:** Teachers working fewer than thirty-two (32) hours per week (.8 FTE contract) will be eligible for leave of absence benefits. Sick leave and personal leave will accrue at the same rate as outlined in Article IX, Sections 1 and 6. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status (full-time to part-time or part-time to full-time), the accrued days will follow the teacher and be equal in value to the teacher's new status.

**Section 6. Salary and Rates of Pay:**

**Subd. 1.** Contracted teachers working fewer than thirty-two (32) hours per week (.8 FTE contract) will be paid on a pro-rata basis according to Salary Schedule A for 2015-2016 and Salary Schedule B for 2016-2017.

**Subd. 2.** Hourly teacher compensation will be paid according to Schedule D for 2015-2017.

**Section 7. Attendance at Workshops and Staff Development:** Part-time teachers will attend all School District and building level staff development activities on workshop days. Part-time teachers will be paid on a pro rata basis in excess of their regular contracted hours for their attendance at District and building level staff development sessions on workshop days. During sustaining operations, part-time teachers work their regular contract hours.

**Subd. 1. Payment for additional hours worked on workshop days:** Pro-rata compensation at the full time rate will be added to the teacher's annual salary and paid in equal increments throughout the year for the additional time teachers are required to be in attendance on workshop days.

**Subd. 2. Part time teachers on modified work week schedules:** Part time teachers who do not work every day of the school calendar are required to create and submit a work calendar to their principal/director/coordinator. The calendar must include the FTE equivalent of 181 days along with 5 full time staff development days.

- a. When a District workshop falls on the teacher's scheduled work day, the teacher will be required to attend all district and building level staff development sessions.
- b. When a District workshop falls on a teacher's non-scheduled work day, the teacher will be required to attend all district and building level staff development sessions and will exchange days/hours to equal their FTE status.

## **ARTICLE XI HOURS OF SERVICE**

**Section 1. Definitions:** The normal work week is forty (40) hours. Teachers will report for duty not less than twenty (20) minutes before the opening of school and will remain twenty (20) minutes after school is dismissed. Teachers will be available for normal duties beyond these times if assigned by the principal.

**Section 2. Pupil Supervision:** The normal duties include a reasonable share of extracurricular, co-curricular and supervisory activities, as determined by the principal, superintendent, or School Board. In addition to the basic school day or week, teachers may be required by the School Board to participate in school activities.

**Section 3. Professional Responsibilities:** Normal duties include meetings called by principals, department chairpersons/team leaders and School District administrators, which may necessitate a longer teacher's day or week. Moreover, an important function of a teacher is to work with student(s) and, to accomplish this, a longer teacher's day or week may be necessary.

**Section 4. Duty Free Lunch Period:** Each teacher will have a duty free lunch period of approximately thirty (30) minutes.

**Section 5. Preparation Time:** Teacher preparation time will be as follows:

**Subd. 1. Elementary Schools:** Approximately sixty (60) minutes per day in two (2) approximately thirty (30) minute blocks. Buildings and sites where an alternative scheduling model has been approved by Education Minnesota – OSSEO and the District will be considered to be in compliance with this subdivision.

**Subd. 2. Secondary Schools:** Approximately fifty (50) to fifty-five (55) minutes per day. Buildings and sites where an alternative scheduling model has been approved by Education Minnesota – OSSEO and the District will be considered to be in compliance with this subdivision.

**Subd. 3. Flexibility:** For teachers assigned to a position that requires travel between schools, the School District, Education Minnesota - OSSEO and the affected teacher will meet to assure appropriate preparation time is provided daily. This may result in having the preparation time outside the student contact day.

**Section 6. Collaborative Time:** A minimum of 42 minutes during the contract day will be for teacher collaborative time each week for all teachers starting 2016-2017. Whenever possible, the time will be scheduled as one block of time. The team will determine how the time will be used.

**Section 7. Parent-Teacher Conferences:** Within the yearly school calendar, thirty (30) hours or four (4) days will be designated for Parent-Teacher Conferences. However, to best utilize these hours to increase student achievement, the parties acknowledge the opportunity to utilize a portion of these thirty (30) hours to meet the evolving interests of the School Board and Education Minnesota-OSSEO.

This section is not intended to add more responsibilities or greater commitments beyond what is already stated in this agreement. The parties agree that the use of these thirty (30) hours should be used to maximize the time and commitments already being exerted by members of Education Minnesota-OSSEO and the School District.

Such use of these thirty (30) hours other than for Parent-Teacher Conferences will be determined only by mutual agreement between Education Minnesota-OSSEO and the School Board through a Labor-Management Committee.

Subd. 1. Part-time Teachers: Part-time teachers' parent-teacher conference hours/days will be prorated according to their FTE contract.

Subd. 2. Half-day Programs: Half-day kindergarten and early childhood programs will have thirty (30) hours or four (4) days designated for each half-day session. These half-day kindergarten parent-teacher conference days will be designated in the yearly school calendar.

Subd. 3. Conference Dates: The actual conference dates and times will be determined at the building level using an agreed upon decision making process.

Subd. 4. Early Childhood and Elementary: Early Childhood and elementary schools will have two (2) conference periods: Fall and Winter/Spring.

Subd. 5. Secondary: Secondary schools will usually divide their conference times between the three (3) trimesters.

**ARTICLE XII  
LENGTH OF THE SCHOOL YEAR**

**Section 1. Teacher Duty Days:** The number of teacher duty days will be 186 for the 2015-2016 and 2016-2017 school years. In subsequent years, the School Board will, prior to April 1<sup>st</sup> of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two (2) school years. Teachers will perform services on those days as determined by the School Board including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

**Section 2. Modifications in Calendar, Length of School Day:**

**Subd. 1. Calendar Modifications:** In the event of energy shortage, severe weather, or other emergency, the School Board reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher will perform duties on such other day(s) in lieu thereof as the School Board will determine, if any.

**Subd. 2. Other Modifications:** In the event of energy shortage, severe weather, or other emergency, the School Board may modify the duty day or duty week, with the understanding that the total number of hours will not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

**Subd. 3. Compensation Deductions:** In the event that teacher duty days are not scheduled for the regular duty year, due to a work stoppage, the teacher's compensation will be reduced pro rata of the teacher's base salary.

**Section 3. Meet and Confer:** Prior to adjusting the calendar, duty day, or duty week in Section 2 hereof, the School Board will afford Education Minnesota – OSSEO the opportunity to meet and confer on such matters.

**ARTICLE XIII  
OSSEO AREA LEARNING CENTER (OALC)**

**Section 1. Osseo Area Learning Center:** The Osseo Area Learning Center (OALC) is a unique teaching and learning environment for students who meet entrance eligibility as provided by law and School District procedures.

**Subd. 1.** The OALC does not mirror existing schools in the School District, as it requires a higher level of flexibility in its programs and operations. It is market driven and focused on the individuality of each student. To meet the needs of individual students, the parties recognize that the OALC is unique because of its mission, facilities and students it serves and accordingly requires particular consideration in this Agreement.

**Section 2. Application of Terms and Conditions:** Except as provided in this Article, all the provisions of this Agreement will apply to teachers at the OALC.

**Section 3. Calendar Year:** The calendar year for the OALC will include the regular school year and an Extended Year Program.

**Section 4. Duty Day:** The duty day for OALC teachers will consist of 7 hours and 10 minutes of continuous duty including a 30-minute duty free lunch and a 50-55 minute preparation period. Exceptions may be made with mutual agreement of Education Minnesota-OSSEO, the teacher, and the School Board.

**Section 5. Extended Year Program Assignments and Independent Study Program Assignments:** Extended Year/Extended Day program assignments and Independent Study Program assignments will be initially posted by the OALC Administration or designee at the program site. Administration will first consider interested teachers at the program site who hold an appropriate license and apply.

Open positions will be posted according to established School District procedures for any Extended Year Program and Independent Study Program position not filled by current site staff. Teaching during the Extended Year Program and the Independent Study Program at the OALC or site will be voluntary. All positions will be posted and hired annually.

**Section 6. Extended Year Program Duty Pay:** Staff teaching in the Extended Year program will be paid their daily rate of pay on a pro-rata basis from Salary Schedule A or B of the prior school year.

**Section 7. Independent Study Program Pay for Contracted Teachers:** Effective at the start of the 2002 extended learning year program, all Independent Study classes and any other classes taught under the auspices of the OALC (regardless of the specific site of delivery) taught by contracted teachers will be paid on a pro-rata basis.

**Subd. 1. Summer Independent Study:** The salary used for Independent Study classes taught in the summer will be from Salary Schedule A or B for the prior school year.

**Subd. 2. Regular School Year Independent Study:** The salary used for Independent Study classes taught during the regular school year, will be pro-rata pay, based on the current salary schedule. Pro-rata pay of a contracted teacher is determined from Salary Schedule A or B of this Agreement.

**Subd. 3. Daily Pro-Rata Pay:** Dividing the individual teacher's annual salary from Salary Schedule A or B of this Agreement by 186 determines the daily pro-rata pay.

**Subd. 4. Hourly Pro-Rata Pay:** Hourly pro-rata pay is determined by dividing the amount determined in Subd. 3 of this Section by eight (8).

**Section 8. Independent Study Program Hourly Pay for Non-Contracted Teachers:** All Independent Study classes and any other classes taught under the auspices of the OALC (regardless of the specific site of delivery) taught by non-contracted teachers will be paid according to Schedule D.

**Section 9. Extra Compensation:** OALC teachers performing extra duties will be compensated as defined in this Section.

**Subd. 1. Co-Curricular Activities:** As defined in the PELRA, teachers may apply for and/or be assigned by the administration as advisors or sponsors of activities listed in Schedule C. All openings

for extra and co-curricular activities will be posted via an electronic job system for five (5) days. When an opening exists, qualified volunteers within the OALC will be given consideration before an assignment is made. Payments, as reflected in Schedule C, will appear as separate line items on the pay statement.

**Section 10. Utilization of Accrued Sick Leave:** Utilization of accrued sick leave during the OALC Extended Year Program is one (1) day for two sessions (4 hours) and one-half (1/2) day for one session (2 hours) or full pay deduct.

**ARTICLE XIV  
EARLY CHILDHOOD FAMILY EDUCATION, SCHOOL READINESS, PARENT  
EDUCATORS, OTHER EARLY CHILDHOOD, AND ADULT BASIC EDUCATION  
TEACHERS**

**Section 1. Recognition:** For the purpose of this Agreement, Early Childhood Family Education (ECFE), School Readiness, Parent Educators, other early childhood, and Adult Basic Education (ABE) teachers are teachers who are in positions which require a Minnesota teaching license and who meet the representation definition of this Agreement in Article III, Section 2.

**Section 2. Application of Agreement:** All provisions of this Agreement will apply to ECFE, School Readiness, Parent Educators, other early childhood, and ABE teachers. The parties recognize that ECFE, School Readiness, other early childhood, and ABE programs are unique and market driven and, accordingly, require particular consideration in this Agreement.

**Subd. 1. Calendar Year:** The calendar year for ECFE, School Readiness, Parent Educators, other early childhood, and ABE teachers may be conducted over the period of the fiscal year on a calendar that may differ from that of the Pre K-12 programs.

**Subd. 2. Duty Year:** The normal ECFE calendar year will consist of 170 duty days. Recognizing the unique nature of the ABE program, the duty year will be assigned by the School District and may be modified based on the needs of the program.

**Section 3. Probationary Period:** The probationary period of ECFE, School Readiness, Parent Educators, other early childhood, and ABE teachers will be three (3) years of continuous service. Following the probationary period, teachers may be discharged for just cause. Teachers who hold continuing contract status are subject to provisions as set forth in MS 122A.40.

**Section 4. Seniority:** Seniority is defined as the teacher's original continuous employment in a licensed position. ECFE, School Readiness, Parent Educators, other early childhood, and ABE teacher seniority lists will be separate and apart from the seniority list for all other teachers covered under this Agreement with no bumping or recall rights between the groups. ECFE, School Readiness, and other early childhood teachers will have seniority only as an early childhood teacher. ABE teachers will have seniority only as an ABE teacher. ECFE, School Readiness, Parent Educators, other early childhood, and ABE teachers will not have rights to any other teaching position in the School District. In the event of job elimination requiring lay-off, the teacher with the least seniority in the program will be laid off first. A teacher who has been displaced due to a lay-off will be placed on a recall list and will remain on the recall list for a maximum of twenty-four (24) months. When a position becomes available, the most senior appropriately

licensed teacher will be recalled first. The teacher will receive a minimum of two (2) weeks' notice of recall. If the teacher fails to report to work the first day of service, the teacher will lose all recall rights.

**Section 5. Rights of ECFE, School Readiness, Parent Educators, Other Early Childhood, and ABE Teachers:** ECFE, School Readiness, Parent Educators, other early childhood, and ABE teacher assignments and working conditions will include but not be limited by Subd. 1.- 10. of this Section.

Subd. 1. Additional Hours: When additional teaching hours are available, the hours will be offered to teachers based on licensure and seniority with consideration given to class/program schedule, teaching-experience and skills.

Subd. 2. Reduction of Hours: Reduction of hours will take place by reverse seniority. Exception: teachers may have their hours of service reduced for one class per week without regard to seniority. Positions will be eliminated in reverse seniority order. The number of hours assigned to a teacher at the beginning of the school year will be an average of the teacher's fall and spring hours of the previous year.

Subd. 3. ABE Offsite Instructional Hours: Due to the special nature of the offsite workplace environment, the School District will determine which teacher(s) is/are qualified for the position(s) with consideration given to experience and skills. In the event two or more teachers are qualified for the position, the assignment will be offered in order of seniority.

Subd. 4. Contracted Positions:

- a. Whenever a contract position is vacant, the contract will be offered to the most senior hourly teacher in the program who holds the appropriate licensure and has experience in the applicable content area. The position will be offered in order by seniority until accepted. If not accepted, then the position will be posted as a contract position. Only full time, 0.9 FTE or 0.8 FTE contracts will be offered and the District will not be required to offer contracts less than 0.8 FTE. When a hourly position is converted over to a contracted position or new contract positions are created in a program (ECFE, School Readiness, other early childhood, or ABE), it will be offered to the current staff in that program based on their seniority.
- b. When an hourly teacher takes a contracted position, that teacher will keep their sick leave balance, pro-rated based on their assignment as an hourly teacher. Thereafter, the teacher will continue to accrue sick leave as a contract teacher.
- c. If an hourly teacher maintains a fiscal year FTE status of 0.80 or greater for two consecutive years, that teacher must be offered a temporary contracted position, subject to funding and enrollment, for the following year. The temporary contract may continue for up to a maximum of three (3) years or until the contracted position referenced in Subd. 4.a is vacant, whichever occurs sooner.
- d. The total number of duty days in any full year 1.0 contracted position must reflect a minimum of 170 duty days and can be changed on an annual basis to reflect additional days, depending on the needs of the program and as determined by supervisor.



Subd. 5. Planning and Prep Time: Each ECFE, School Readiness, Parent Educator, and other early childhood teacher will have five (5) minutes of prep/planning time for each twenty-five (25) minutes of direct contact with program participants. Each ABE teacher will have fifteen (15) minutes of prep/planning time for each sixty (60) minutes of direct contact with program participants.

Subd. 6. Set Up, Take Down, Reorganization Time for Non-Identical Classes at Different Sites: Each ECFE teacher assigned to teach a class offering will have thirty (30) minutes set up time prior to each class and thirty (30) minutes of take down or reorganization time after each class.

Subd. 7. Set Up, Take Down, Reorganization Time for Identical Classes and/or Non-Identical Classes Offered at Same Site: Each ECFE teacher assigned to teach identical classes and/or non-identical classes in a series will have thirty (30) minutes set up time prior to the first class and thirty (30) minutes reorganization time between classes and thirty (30) minutes of take down/reorganization time following the last class in the series.

Subd. 8. Evening and Saturday Assignments: ECFE teachers will not be required to work more than one evening per week and one Saturday per semester. In the event of illness for an ECFE teacher required to work on a Saturday, that teacher shall be allowed to use sick leave regardless of whether a substitute is obtained.

Subd. 9. Classes: The work week for a full-time ECFE teacher will be a maximum of one thousand three hundred eighty (1,380) minutes of student contact time per week.

Subd. 10. Travel or Outreach Assignments: An ECFE teacher assigned to non-District 279 sites and/or assigned outreach teaching will have their schedules modified to meet these programmatic needs.

**Section 6. Compensation:** Hourly rate ECFE, School Readiness, Parent Educators, other early childhood, Title 1 Hourly, and ABE teachers are paid according to Schedule E (page 58).

Subd. 1. Initial Salary Schedule Placement: The School District will determine initial salary schedule placement based on teaching experience. Exceptions may be made by mutual agreement with Education Minnesota – OSSEO.

Subd. 2. Performance Increment Advancement: The School District will grant advancement on the above salary schedule for teaching experience effective at the beginning of the work year, subject to the conditions as stated in Article XVI, Duration. A minimum of 85 duty days teaching in this School District in any year of teaching will be required to qualify for a year's experience. Exceptions to performance increment advancement will comply with Minnesota Statutes.

Subd. 3. Substitute Rate of Pay: Substitutes in ECFE, School Readiness, Parent Educators, other early childhood, and ABE programs will be paid hourly according to Schedule D (page 58).

## **ARTICLE XV GRIEVANCE PROCEDURE**

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

**Section 2. Representative:**

- a. The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- b. Education Minnesota – OSSEO may be represented at any level of the grievance procedure.

**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 any weekday not designated as a holiday by the School District. During the summer break period, a working day is defined as any weekday not designated as a holiday by the School District.

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 Postal Service 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 decisions and will be transmitted to all parties of interest and to Education Minnesota - OSSEO.

**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 this Agreement 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 principal or supervisor and Human Resources. Human Resources will forward a copy of the written grievance to Education Minnesota - OSSEO. 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 teacher and the School Board's designee.

**Section 5. Adjustment of Grievances:** Any written grievance submitted will be with the consent of Education Minnesota - OSSEO. A teacher filing a written grievance without the consent of Education Minnesota – OSSEO will bear all costs of the grievance. Any decision on any grievance at any level without the presence of Education Minnesota – OSSEO will have no bearing on this Agreement nor will

it set any precedent on this Agreement, or on any future grievance so filed with the consent of Education Minnesota - OSSEO. The School Board, the teacher, and Education Minnesota – OSSEO representative will attempt to adjust grievances that may arise during the course of employment of any teacher within the School District in the following manner.

**Subd. 1. Informal Discussions:** Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the principal or supervisor and Education Minnesota - OSSEO representative. 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 principal or supervisor. A copy of such written grievance must simultaneously be filed with Human Resources. The Director, Human Resources will set a meeting date within five (5) days of receipt of the written grievance. The Director, Human Resources will give a written decision on the grievance to the parties involved within ten (10) days after the meeting.

**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 designee will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee will issue a decision in writing to the parties involved.

**Subd. 4. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after the 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. Arbitration Procedures:** In the event that the teacher 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. 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 Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request will ask that the appointment be made within thirty (30) days after receipt of the request. Failure to agree upon the arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein will constitute a waiver of the grievance.

Subd. 3. 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. 4. Decision: The decision by the arbitrator will be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her will be final and binding upon the parties, subject however, to the limitations of the arbitration decisions as provided in the PELRA of 1971, as amended.

Subd. 5. 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 that 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. 6. 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 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 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 School Board to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

## **Section 8. 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, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

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

## **ARTICLE XVI 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, 2017, and thereafter until modifications are made pursuant to the PELRA. In the event a successor Agreement is not entered into prior to the commencement of school in 2017, a teacher will be compensated according to the last individual contract executed between the teacher and the School Board until such time that a successor Agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2017, it will give written notice of such intent no later than April 1, 2017.

- If such notice is not served, the School Board will not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties will not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School Board and Education Minnesota – OSSEO representing the teachers of Independent School District 279. The provisions herein relating to the 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 negotiations during the term of this Agreement except as provided in Article XVI, Section 5.

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

**Section 5. Savings Clause:** Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders will be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

## SCHEDULE A

### 2015-2016 Salary Schedule

Q = Quarter Hours      S = Semester Hours

Lane	I BA	II Q BA+15 S BA+10	III Q BA+30 S BA+20	IV Q BA+45 S BA+30	V MA	VI Q MA+15 S MA+10	VII Q MA+30 S MA+20	VIII Q MA +45 S MA+30
Performance Increment								
2	39,935	41,212	42,531	43,892	48,691	50,249	51,855	53,517
3	41,212	42,531	43,892	45,296	50,249	51,855	53,517	55,229
4	42,531	43,892	45,296	46,744	51,855	53,517	55,229	56,998
5	43,892	45,296	46,744	48,242	53,517	55,229	56,998	58,820
6	45,118	46,561	48,053	49,785	55,229	56,998	58,820	60,704
7	46,561	48,053	49,589	51,378	56,998	58,820	60,704	62,646
8	48,053	49,589	51,177	53,022	58,820	60,704	62,646	64,649
9	49,589	51,177	52,815	54,719	60,704	62,646	64,649	66,718
10	50,562	52,815	54,503	56,786	62,646	64,659	66,718	68,852
11	52,881	55,359	58,056	61,272	67,847	69,752	71,660	73,624
12	52,881	55,359	58,056	61,272	67,847	69,752	71,660	73,624
13	52,881	55,359	58,056	61,272	67,847	69,752	71,660	73,624
14	54,376	56,853	59,244	63,014	69,715	71,746	73,779	75,868
18	55,870	58,348	60,738	64,515	71,342	73,498	75,654	78,620
22	57,366	59,844	62,234	66,017	72,968	75,248	77,531	81,497
26	58,861	61,341	63,727	68,519	75,594	78,001	80,389	85,179

<sup>1</sup> MA Out of Field.

<sup>2</sup> Career performance increments advancement see Article 6, Section 4, Subd. 6.

**Note:** Increment advancement in the shaded cells of the above schedule is subject to the provisions of Article VI, Section 4, Subd. 4.

## SCHEDULE B

### 2016-2017 Salary Schedule

Q = Quarter Hours      S = Semester Hours

Lane	I BA	II Q BA+15 S BA+10	III Q BA+30 S BA+20	IV Q BA+45 S BA+30	V MA	VI Q MA+15 S MA+10	VII Q MA+30 S MA+20	VIII Q MA +45 S MA+30
2	40,534	41,831	43,169	44,551	49,422	51,002	52,633	54,319
3	41,831	43,169	44,551	45,976	51,002	52,633	54,319	56,057
4	43,169	44,551	45,976	47,446	52,633	54,319	56,057	57,853
5	44,551	45,976	47,446	48,966	54,319	56,057	57,853	59,703
6	45,795	47,260	48,773	50,532	56,057	57,853	59,703	61,615
7	47,260	48,773	50,333	52,149	57,853	59,703	61,615	63,585
8	48,773	50,333	51,944	53,818	59,703	61,615	63,585	65,619
9	50,333	51,944	53,608	55,540	61,615	63,585	65,619	67,719
10	51,320	53,608	55,321	57,638	63,585	65,619	67,719	69,885
11	53,674	56,190	58,927	62,191	68,865	70,798	72,735	74,729
13	55,191	57,706	60,132	63,960	10,760	72,822	74,886	77,066
16	56,708	59,224	61,649	65,483	72,412	74,600	76,788	79,799
19	58,226	60,742	63,167	67,001	74,063	76,376	78,694	82,719
23	59,744	62,261	64,683	69,546	76,728	79,171	81,595	86,457

<sup>1</sup> MA Out of Field.

<sup>2</sup> Career performance increments advancement see Article 6, Section 4, Subd. 6.

**Note:** Increment advancement in the shaded cells of the above schedule is subject to the provisions of Article VI, Section 4, Subd. 4.

## Hourly Pro Rata 2015-2016 Rates

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
2	26.84	27.70	28.58	29.50	32.72	33.77	34.85	35.97
3	27.70	28.58	29.50	30.44	33.77	34.85	35.97	37.12
4	28.58	29.50	30.44	31.41	34.85	35.97	37.12	38.31
5	29.50	30.44	31.41	32.42	35.97	37.12	38.31	39.53
6	30.32	31.29	32.29	33.46	37.12	38.31	39.53	40.80
7	31.29	32.29	33.33	34.53	38.31	39.53	40.80	42.10
8	32.29	33.33	34.39	35.63	39.53	40.80	42.10	43.45
9	33.33	34.39	35.49	36.77	40.80	42.10	43.45	44.84
10	33.98	35.49	36.63	38.16	42.10	43.45	44.84	46.27
11	35.54	37.20	39.02	41.18	45.60	46.88	48.16	49.48
12	35.54	37.20	39.02	41.18	45.60	46.88	48.16	49.48
13	35.54	37.20	39.02	41.18	45.60	46.88	48.16	49.48
14	36.54	38.21	39.81	42.35	46.85	48.22	49.58	50.99
18	37.55	39.21	40.82	43.36	47.94	49.39	50.84	52.84
22	38.55	40.22	41.82	44.37	49.04	50.57	52.10	54.77
26	39.56	41.22	42.83	46.05	50.80	52.42	54.03	57.24



## Hourly Pro Rata 2016-2017 Rates

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
2	27.24	28.11	29.01	29.94	33.21	34.28	35.37	36.51
3	28.11	29.01	29.94	30.90	34.28	35.37	36.51	37.67
4	29.01	29.94	30.90	31.89	35.37	36.51	37.67	38.88
5	29.94	30.90	31.89	32.91	36.51	37.67	38.88	40.12
6	30.78	31.76	32.78	33.96	37.67	38.88	40.12	41.41
7	31.76	32.78	33.83	35.05	38.88	40.12	41.41	42.73
8	32.78	33.83	34.91	36.17	40.12	41.41	42.73	44.10
9	33.83	34.91	36.03	37.32	41.41	42.73	44.10	45.51
10	34.49	36.03	37.18	38.74	42.73	44.10	45.51	46.97
11	36.07	37.76	39.60	41.79	46.28	47.58	48.88	50.22
13	37.09	38.78	40.41	42.98	47.55	48.94	50.33	51.75
16	38.11	39.80	41.43	44.01	48.66	50.13	51.61	53.63
19	39.13	40.82	42.45	45.03	49.77	51.33	52.89	55.59
22	40.15	41.84	43.47	46.74	51.56	53.21	54.84	58.10

## SCHEDULE C

### 2015-2017 Extra Assignments – Compensation

**Section 1.** Each assignment will be compensated at \$119.00 per point for the duration of this Agreement (July 1, 2015-June 30, 2017). Assistant positions will receive a salary based on a 75% factor of the point/salary.

**Section 2.** A change in season length will affect points. The extended season compensation plan will be paid at 4% and 6% payment per level of competition.

**Section 3.** Co-curricular advisors and coaches will receive three scheduled payments during the assignment.

**Section 4.** The areas shaded indicate the position is currently not offered.

#### I. Co-Curricular Assignments

#### 2015-2017 Secondary Athletics

<b>Senior High Athletics</b> <i>(Site coordinated and funded)</i>	<b>Points @ 119.00</b>	<b>Head Year 1</b>	<b>Head Year 2</b>	<b>Head Year 11*</b>	<b>Asst. Year 1</b>	<b>Asst. Year 2</b>	<b>Asst. Year 11*</b>
Adaptive Sports	33.2	3951	4149	4357	2964	3112	3268
Alpine Skiing	36.3	4320	4536	4763	3240	3402	3573
Badminton	26.1	3106	3262	3426	2330	2447	2570
Baseball	38.5	4582	4812	5053	3437	3609	3790
Basketball	53.2	6331	6648	6981	4749	4986	5236
Cheerleading - Fall	23.2	2761	2900	3045	2071	2175	2284
Cheerleading - Winter	31.6	3761	3950	4148	2821	2963	3111
Cross Country Running	33.9	4035	4237	4449	3027	3178	3337
Dance Team	29.4	3499	3674	3858	2625	2756	2894
Diving	36.7	4368	4587	4817	3276	3441	3613
Football	50.8	6046	6349	6667	4535	4762	5001
Golf	34.0	4046	4249	4462	3035	3187	3347
Gymnastics	34.6	4118	4324	4541	3089	3243	3406
Hockey	50.8	6046	6349	6667	4535	4762	5001
Lacrosse	36.3	4320	4536	4763	3240	3402	3573
Nordic Skiing	36.3	4320	4536	4763	3240	3402	3573
Soccer	36.3	4320	4536	4763	3240	3402	3573
Softball	38.5	4582	4812	5053	3437	3609	3790
Swimming	36.7	4368	4587	4817	3276	3441	3613
Sync Swimming	32.5	3868	4062	4266	2901	3047	3200
Tennis	26.1	3106	3262	3426	2330	2447	2570
Track	36.3	4320	4536	4763	3240	3402	3573

\*Experience step to be granted after ten (10) years of experience in the same sport/activity.

<b>Senior High Athletics</b> <i>(Site coordinated and funded)</i>	<b>Points @ 119.00</b>	<b>Head Year 1</b>	<b>Head Year 2</b>	<b>Head Year 11*</b>	<b>Asst. Year 1</b>	<b>Asst. Year 2</b>	<b>Asst. Year 11*</b>
Trapshooting (Spring)	30.0	3570	3749	3936	2678	2811	2952
Trapshooting (Fall)	19.6	2332	2449	2571	1749	1837	1928
Volleyball	38.5	4582	4812	5053	3437	3609	3790
Wrestling	46.0	5474	5748	6036	4106	4311	4527

<b>Middle School Athletics</b>	<b>Points @ 119.00</b>	<b>Head Year 1</b>	<b>Head Year 2</b>	<b>Head Year 11*</b>	<b>Asst. Year 1</b>	<b>Asst. Year 2</b>	<b>Asst. Year 11*</b>
Basketball	15.3	1821	1913	2013	NA	NA	NA
Cross Country Running	10.7	1274	1338	1405	NA	NA	NA
Football	15.3	1821	1913	2013	NA	NA	NA
Golf	10.7	1274	1338	1405	NA	NA	NA
Gymnastics	15.3	1821	1913	2013	NA	NA	NA
Softball Modified	14.3	1702	1788	1878	NA	NA	NA
Softball Slow Pitch	14.3	1702	1788	1878	NA	NA	NA
Swimming	14.3	1702	1788	1878	NA	NA	NA
Sync Swimming	12.3	1464	1538	1615	NA	NA	NA
Tennis	10.0	1190	1250	1313	NA	NA	NA
Track	11.9	1417	1488	1563	NA	NA	NA
Volleyball	15.3	1821	1913	2013	NA	NA	NA
Wrestling	15.3	1821	1913	2013	NA	NA	NA

### 2015-2017 Secondary Activities

<b>Senior High Activities</b> <i>(Site Coordinated and Funded)</i>	<b>Points @ 119.00</b>	<b>Head Year 1</b>	<b>Head Year 2</b>	<b>Head Year 11*</b>	<b>Asst. Year 1</b>	<b>Asst. Year 2</b>	<b>Asst. Year 11*</b>
Academic Clubs	8.8	1048	1101	1157	NA	NA	NA
Band Director	19.7	2345	2463	2587	NA	NA	NA
Class Advisor	12.4	1476	1550	1628	NA	NA	NA
Debate	37.8	4499	4724	4961	3375	3543	3721
Destination Imagination	15.0	1785	1875	1969	NA	Na	NA
Drama Club	11.6	1381	1451	1524	NA	NA	NA
Drumline (Winter)	50.0	5950	6247	6559	4462	4685	4919
Equipment Manager	50.3	5986	6286	6601	NA	NA	NA
Jazz Band	12.4	1476	1550	1628	NA	NA	NA
Literary Magazine	8.0	952	1000	1050	NA	NA	NA
Marching Band - Summer	46.9	5582	5862	6156	4187	4397	4617
Marching Band/Pep Band (Fall)	50.0	5950	6247	6559	4462	4685	4919
Math League	20.6	2452	2575	2704	NA	NA	NA
Mock Trial	15.5	1845	1938	2035	NA	NA	NA
Model United Nations	15.0	1785	1875	1969	NA	NA	NA

\*Experience step to be granted after ten (10) years of experience in the same sport/activity.

<b>Senior High Activities</b> <i>(Site Coordinated and Funded)</i>	<b>Points @ 119.00</b>	<b>Head Year 1</b>	<b>Head Year 2</b>	<b>Head Year 11*</b>	<b>Asst. Year 1</b>	<b>Asst. Year 2</b>	<b>Asst. Year 11*</b>
Musical Director	28.7	3416	3587	3767	NA	NA	NA
Musical/Orchestra Director	16.8	2000	2100	2205	NA	NA	NA
Musical Producer	8.0	952	1000	1050	NA	NA	NA
Musical/Technical Director	16.8	2000	2100	2205	NA	NA	NA
Musical/Vocal Director	28.7	3416	3587	3767	NA	NA	NA
Natl. Honor Society	12.4	1476	1550	1628	NA	NA	NA
Newspaper	31.0	3689	3874	4068	NA	NA	NA
Newspaper (Journalism Instr.)	21.0	2499	2624	2756	NA	NA	NA
One Act Play	21.1	2511	2637	2769	NA	NA	NA
Orchestra Director	19.7	2345	2463	2587	NA	NA	NA
Pep Band – Fall (if Fall Marching Band is not offered)	10.8	1286	1351	1419	NA	NA	NA
Pep Band - Winter	12.1	1440	1512	1588	NA	NA	NA
Robotics, Fall	29.6	3522	3698	3882	2641	2773	2911
Robotics, Spring	29.6	3522	3698	3882	2641	2773	2911
Speech	20.6	2452	2575	2704	NA	NA	NA
Student Government	25.6	3047	3200	3360	2286	2400	2520
Three Act Play	33.9	4035	4200	4410	3027	3150	3308
Vocal Director	19.7	2345	2463	2587	NA	NA	NA
Weight Room - Fall	11.8	1405	1476	1550	NA	NA	NA
Weight Room - Spring	9.1	1083	1138	1195	NA	NA	NA
Weight Room - Winter	13.8	1643	1726	1813	NA	NA	NA
Yearbook	24.9	2964	3113	3269	NA	NA	NA
Yearbook (Yearbook Instructor)	16.7	1988	2088	2193	NA	NA	NA
<i>(System Coordinated And Funded)</i>							
Auditorium Manager <i>Community Engagement</i>	29.5	3511	3687	3872			
Arena Manager <i>Community Engagement</i>	42.8	5094	5349	5617			
Chem. Hygiene Officer <i>Health &amp; Safety</i>	17.0	2023	2125	2232			
Destination Imagination <i>Gifted Education</i>	15.0	1785	1875	1969			
Mock Trial <i>Gifted Education</i>	15.5	1845	1938	2035			
Model United Nations <i>Gifted Education</i>	15.0	1785	1875	1969			
Webmaster <i>Community Relations</i>	15.0	1785	1875	1969			

\*Experience step to be granted after ten (10) years of experience in the same sport/activity.

<b>Middle School Activities</b> <i>(Site Coordinated and Funded)</i>	<b>Points @ 119.00</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 11*</b>
Academic Clubs	9.3	1107	1163	1222
Academic Coach/Challenge	15.0	1785	1875	1969
Band Director	12.4	1476	1550	1628
Cheerleading - Fall	10.0	1190	1250	1313
Debate	9.3	1107	1163	1222
Drama	9.3	1107	1163	1222
Equipment Manager	20.7	2464	2588	2718
House League Coach	14.0	1664	1748	1836
Musical Director	23.0	2737	2874	3018
Newspaper	9.3	1107	1163	1222
Orchestra Director	12.4	1476	1550	1628
Photo Club	9.3	1107	1163	1222
Play Director	9.3	1107	1163	1222
Special Activities	9.3	1107	1163	1222
Student Government	13.3	1583	1663	1747
Vocal Director	12.4	1476	1550	1628
Yearbook	15.7	1869	1963	2062
<i>(System Coordinated And Funded)</i>				
Academic Coach/Challenge <i>Gifted Education</i>	15.0	1785	1875	1969
Auditorium Manager <i>Community Engagement</i>	24.8	2952	3100	3255
Chem. Hygiene Officer <i>Health &amp; Safety</i>	11.6	1381	1451	1524
Webmaster <i>Community Relations</i>	12.0	1428	1500	1575

\*Experience step to be granted after ten (10) years of experience in the same sport/activity.

## 2015-2017 Elementary Activities

<b>Activities</b> <i>(Site Coordinated and Funded)</i>	<b>Points</b> <b>@</b> <b>119.00</b>	<b>Year</b> <b>1</b>	<b>Year</b> <b>2</b>	<b>Year</b> <b>11*</b>
Building Choir	7.7	917	963	1012
Student Government	6.8	810	851	894
Young Inventor's Fair	5.0	595	625	657
<i>(System Coordinated And Funded)</i>				
Academic Coach/Challenge <i>Gifted Education</i>	15.0	1785	1875	1969
Child Chorus Accompanist <i>Gifted Education</i>	13.5	1607	1688	1773
Child Chorus Director <i>Gifted Education</i>	23.7	2821	2963	3112
Elementary Band <i>Music</i>	10.4	1238	1300	1365
Elementary Orchestra <i>Music</i>	10.4	1238	1300	1365
Safety Patrol <i>Transportation</i>	16.4	1952	2050	2153
Webmaster <i>Community Relations</i>	8.9	1060	1113	1169

\*Experience step to be granted after ten (10) years of experience in the same sport/activity.

**II. Extra Assignments:** Extra assignment positions will receive three scheduled payments during the assignment.

## 2015-2017 Professionals

<b>Extra Assignment</b> <i>(Site Coordinated and Funded)</i>	<b>Points</b> <b>@</b> <b>119.00</b>	<b>Year</b> <b>1</b>	<b>Year</b> <b>2</b>	<b>Year</b> <b>11</b>
Staff Development Assessment Specialists	34	4046.00	4249.00	4462.00
District Nurse	NA	4,012.00	NA	NA
New Teacher Mentor	NA	1,200.00	NA	NA
New Teacher Mentor - Leader	NA	1,500.00	NA	NA

## 2015-2017 Department Chairpersons and Elementary Team Leaders

Each school is awarded one of the departments below. Each Team Leader will receive base points of 8.2 (equals \$976.00). In addition to the base pay, the leader will receive \$40 per member on their team.

In the event alternative models are developed, the new position will be formulated on the same basis as the existing model as defined in Schedule C II.B. herein, provided that they are of equal responsibility and time commitments.

<b>Senior High</b> <i>(Site Coordinated)</i>	<b>Middle School</b> <i>(Site Coordinated)</i>	<b>Elementary</b> <i>(Site Coordinated)</i>	<b>Other Educational Centers/Programs</b> <i>(Site Coordinated)</i> <b>3-6 Leaders as determined by the site</b>
Art	Art	Kindergarten	
Business Education	NA	NA	
Cooperative Program	English Learner	1st Grade	
English Learner	Family Consumer Sci.	2nd Grade	
Family Consumer Sci.	Guidance & Counseling	3rd Grade	
Guidance & Counseling	Language Arts	4th Grade	
Industrial Technology	Mathematics	5th Grade	
Language Arts	Media & Technology	6th Grade	
Mathematics	Music	Special Educ.	
Media & Technology	Physical Education	Spec. Team 1(a)	
Music	Science	Spec. Team 2(a)	
Physical Education/Health	Social Studies	NA	
Science	Special Education	NA	
Social Studies	Technology Education	NA	
Special Education	World Language	NA	
World Language	NA	NA	

*(a) Examples of Specialist Teams are Physical Education, Music, Media & Technology, Behavior Intervention Teacher, and Gifted Education.*

## SCHEDULE D

### 2015-2017 OTHER ASSIGNMENTS – HOURLY COMPENSATION

**Section 1. Rate of Pay:**

Effective the ratification date of the contract-June 30, 2017

\$30.00

- a. Extra Time: Teachers will be paid the established hourly rate of pay for extra assignments not specified elsewhere in this Agreement. Extra assignments include, but are not limited to, summer school/programs teachers, homebound teachers, curriculum team writers, staff development trainers, writing team leaders, and staff development participation.
- b. Hourly Assignment: Teachers will be paid the established hourly rate of pay for a regular hourly assignment.

## SCHEDULE E

### 2015-2016 TITLE I, ECFE, SCHOOL READINESS, PARENT EDUCATORS, OTHER EARLY CHILDHOOD, AND ABE TEACHERS

**2015-2016 Hourly Rates**

BA Performance Increment		MA Performance Increment	
1	\$31.48	1	\$31.73
2	\$31.79	2	\$32.05
3	\$32.09	3	\$32.36
4	\$32.40	4	\$32.67
5	\$32.71	5	\$32.99

## 2016-2017 TITLE I, ECFE, SCHOOL READINESS, PARENT EDUCATORS, OTHER EARLY CHILDHOOD, AND ABE TEACHERS

**2016-2017 Hourly Rates**

BA Performance Increment		MA Performance Increment	
1	\$31.95	1	\$32.21
2	\$32.27	2	\$32.53
3	\$32.57	3	\$32.85
4	\$32.89	4	\$33.16
5	\$33.20	5	\$33.48



**MEMORANDUMS OF UNDERSTANDING  
BETWEEN  
EDUCATION MINNESOTA-OSSEO  
&  
OSSEO AREA SCHOOLS (ISD 279)**

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The following pages contain the full text of the Memorandums of Understanding between the School District and Education Minnesota – OSSEO.

EDUCATION MINNESOTA-OSSEO

OSSEO AREA SCHOOLS-ISD 279

  
\_\_\_\_\_  
President

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

Dated: January 20, 2016

## Team Leader Selection Process

**EFFECTIVE DATE:**            November 16, 1989

**REVISION DATE:**            March 11, 2014; July 1, 2015

**Posting<sup>1</sup>:**

The team leader positions are to be posted annually along with the current job description. The posting could include information concerning special projects, curriculum implementation and intervention activities for which leadership will be needed.

**Application/Nomination:**

The members of the team will meet as a group and nominate up to three candidates who they feel will provide the appropriate leadership and communication. Applicants may provide information relative to why she/he would be suited for the leadership position.

**Interview Process:**

The site leader will conduct interviews with each candidate. Interview questions will be contributed by the staff and site leader based on the expectations of the affected group and site leader for that position.

**Selection of Candidate:**

The site leader will make the final selection.

*<sup>1</sup>Annual posting of the leadership position does not preclude the opportunity for a person continuing in that position for a second year, particularly when excellent leadership has been provided. However, when a new building is opened, it is recommended that the team leader position remain stable for two years.*

## **Topics Subject to the Meet and Confer Process**

**EFFECTIVE DATE:**        **January 3, 2002**

Changes that affect the Agreement on Terms and Conditions of Employment are subject to the meet and confer process. This meet and confer agreement is not intended to interfere with inherent managerial rights recognized in the Agreement on Terms and Conditions of Employment.

## **Extended Illness Sick Leave Pool Procedures**

**EFFECTIVE DATE:**            **November 16, 1989**

**REVISION DATES:**            **November 1995; January 3, 2002; October 21, 2003; August, 2007;  
March 2014**

**Administration:**

Human Resources will administer the extended illness sick leave pool. An accounting of the pool's operation will be given to Education Minnesota - OSSEO annually (July).

**Membership:**

Teachers as defined in this Agreement on Terms and Conditions of Employment between Independent School District 279 and Education Minnesota – OSSEO are eligible to be members of the extended sick leave pool.

All teachers hired after July 1, 2004 will be required to join the pool. The new teacher will contribute one (1) day of sick leave to the pool.

Any teacher employed prior to July 1, 2004, who did not join the pool when he/she was initially eligible, may join when the pool is replenished or during open enrollment which occurs within thirty (30) days of each contract ratification. A teacher joining because of the need to replenish the pool or during open enrollment after contract ratification must donate the number of days equal to the number of days he/she would have donated had he/she been a member of the pool from the time he/she was first eligible.

Once a teacher is a member of the extended illness sick leave pool he/she may not withdraw from membership.

A minimum of eight hundred (800) days must be in the pool at the start of each school year. If the number of days is less than eight hundred (800), each member must contribute one (1) additional day of accumulated sick leave to the pool. All days donated to the pool are non-returnable. However, if a teacher has donated a day to the pool within three (3) years of their retirement the donated day may be used for their Retirement Incentive Pay (Article VII, Section 7) or their School Board Contribution for Health Insurance for Retirees (Article VIII, Section 8) provided the teacher has not utilized the pool within the same three (3) years, that day will be restored to their accumulated sick leave balance.

**Operation:**

The purpose of the pool is to provide extra sick leave days to those teachers suffering from a long-term/extended/recurring illness. A long-term illness or extended illness is defined as an absence of twenty-four (24) or more consecutive duty days. Sick leave pool days will be used only for personal long-term illness of the teacher.

In order for teachers to be eligible to draw from the pool, they must be contributing members. A request for use of pool days must be in writing and must be accompanied by a licensed physician's verification that the applicant is/was unable to work. A member is not eligible to use pool days until five (5) consecutive duty days after the depletion of individual accumulated sick leave (five day pay deduct). Available personal leave and/or substitute leave days may be substituted for the five (5) day pay deduct.

Benefits from the sick leave pool will end upon a member's qualification for benefits from the long-term disability insurance plan, the Teachers' Retirement Association, or Social Security. The maximum benefit from the pool by any member is fifty-five (55) days as long as the absence is uninterrupted and verified by a licensed physician.

Sick leave days from the pool may be drawn only for designated teacher calendar duty days.

Teachers on leaves of absence or sabbaticals are not eligible for benefits from the pool. Teachers receiving workers' compensation are not eligible to draw from the pool.

The fiscal year of the pool will be the teacher contract year.

Exceptions may be made at the discretion of Human Resources.

## **Library Media Specialists and Technology Integration Specialist Exchange Days for Set Up and/or Summer Inservice**

**EFFECTIVE DATE:**    December 21, 2005

**REVISION DATE:**     March 11, 2014

Education Minnesota-OSSEO and the School District agree that elementary and secondary library media specialists and technology integration specialists have a unique and important role to play in providing library, media and technology services to the students, teachers and community within District 279.

Exchange Days for Set Up: Elementary and secondary library media specialists that voluntarily, with their principals' agreement, choose to provide the individual schools that they serve with up to four (4) days of set up, distribution of equipment or other duties to prepare the media center for the start of the school year during the summer may exchange a maximum of four (4) days during the regular school year for the days worked during the summer.

Exchange Days for Summer Inservice: Elementary and secondary library media specialists and technology integration specialists may voluntarily choose to participate in staff development activities sponsored by the School District Media and Technology Department for a maximum of five (5) days during the summer that may be exchanged for a maximum of five (5) days during the regular school year.

Library media specialists may exchange the four (4) Set Up staff development days for four (4) contract work days during the regular school year, and library media specialists and technology integration specialists may exchange the five (5) Summer Inservice days for five (5) contract work days during the regular school year. Exchange days selected from the regular school year contracted days must be scheduled by mutual agreement with the building principal(s). Conflicts with scheduling of exchange days will be mediated by the Director, Human Resources.

## LSN Exchange Days

**EFFECTIVE DATE:** July 1, 2015 – June 30, 2017

Education Minnesota-OSSEO and the School District agree that Licensed School Nurses (LSNs) have a unique and important role to play in helping to prepare staff and families for the school year. Therefore, in order to prepare for the upcoming school year, LSNs may work up to four (4) days before workshop week in exchange for conference release days. Time worked before workshop week must be communicated and agreed upon by the supervisor.

## Selected Personnel Practices

**EFFECTIVE DATE:**           September 27, 2000

**REVISION DATES:**         January 3, 2002; July 1, 2004

**1. Education Minnesota – OSSEO representation on District-wide committees:**

When teacher representation is needed for a District-wide committee or task force, Education Minnesota – OSSEO will select the representative(s). Administration will collaborate with Education Minnesota – OSSEO when appointing teachers to District-wide committees.

**2. Investigation protocol:**

When a teacher is alleged to have committed misconduct, the teacher must be allowed to have an Education Minnesota – OSSEO representative with him/her at any meeting related to the alleged misconduct. The investigation process must be conducted in an expeditious manner once representation has been established. The administrator in charge of the investigation will make every effort to complete the investigation within 30 calendar days; however, circumstances surrounding an allegation may result in an extended investigation. The staff member must be given timely progress reports.

Teachers placed on administrative leave of absence during an investigation will receive full pay and benefits except for long-term disability, which will continue up to the limits provided in the carrier's contract.

Data resulting from an investigation will be handled according to applicable School Board policy and the Minnesota Government Data Practices Act.

**3. Safe building, site, program:**

The School Board shall not require licensed staff to work in unsafe, unhealthy, or hazardous conditions.



## **Counselor Exchange for Summer Duty Days**

**EFFECTIVE DATES:** July 1, 2015 thru June 30, 2017

**Senior High:**

191 paid days: 186 contract, five (5) paid pro rata, also including five (5) days as defined below.

**Middle School:**

186 paid days including five (5) days as defined below.

Summer duty days will be scheduled the week after school ends in the spring and the two weeks prior to teacher workshops in the fall. Days scheduled outside these times will be mutually agreed upon by the building principal and the affected counselor(s). A maximum of five (5) days during the summer may be exchanged for a maximum of five (5) days during the regular school year. Counselors may exchange these summer duty days for five (5) contract workdays during the regular school year. The five (5) days selected from the regular school year contracted days must be scheduled by mutual agreement with the building principal(s). Conflicts with scheduling of exchange days will be mediated by the Director, Human Resources and a representative of Education Minnesota-OSSEO (EM-O).

## Professional Learning Communities

**EFFECTIVE DATES:** January 1, 2010 – June 30, 2013

**REVISION DATES:** July 1, 2015 – June 30, 2017

The following contains the full text of the Memorandum of Understanding (MOU) Osseo Area Schools, ISD 279 (“District”), and Education Minnesota – OSSEO, Local 1212, Education Minnesota, American Federation of Teachers, National Education Association, AFL-CIO (“Union”), relating to Professional Learning Communities/data teams.

**PURPOSE:** Both parties jointly recognize that creating and sustaining a collaborative culture focused on student learning is a key strategy for achieving our mission. We also recognize that educational decisions are best made with the use of high-quality data. This MOU provides a framework for continued implementation of PLC’s/data teams/collaborative teams.

**DEFINITION:** The following are key characteristics of PLC’s/data teams/collaborative teams:

- members work interdependently to achieve building goals
- teams seek answers to the following questions:
  1. What do we want students to learn?
  2. How will we know if they’ve learned it?
  3. How will we respond if they don’t know it?
  4. How will we respond if they already know it?
- members define measures of improvement
- members develop common assessments around those measures
- members monitor student progress
- members analyze data and discuss strategies with the goal of instructional innovation

**MEETING TIMES:** Ideally, PLC time will be within the teacher duty day. For the purposes of this MOU, the teacher duty day is defined as twenty minutes before and twenty minutes after the student contact day. If time cannot be provided during the duty day, then it is the responsibility of the PLC to meet approximately one (1) hour per month outside of the duty day.

**WAIVER:** If a site determines that additional PLC times and meetings are necessary beyond what is outlined above to advance student achievement, a request for a waiver must be submitted to the PLC Review Committee.

**PLC REVIEW COMMITTEE:** An ad hoc PLC review committee will be comprised of members of the teachers’ bargaining unit as selected by the Education Minnesota – OSSEO president, and members of District administration to oversee and assess current implementation of PLCs. The committee will have equal representation (3-4 members each) between District administration and Education Minnesota – OSSEO. This committee’s guidelines and protocols will be implemented starting in the 2013-2014 school year. The committee will incorporate the consensus method for decision-making purposes.

**ALTERNATIVE ARRANGEMENT FOR SPECIALISTS OR OTHER ISOLATED STAFF:**

In the event that a teacher is the only licensed staff of a particular type or who teaches a particular subject within their building, that teacher may opt for a system-level PLC. In this situation, that teacher must meet with other staff within their district department. Teachers in this situation would not meet during building PLC time, but would instead arrange an alternative time(s) to meet with their teams. The teacher would be responsible for establishing the system-level team. These system-level PLC's teams must meet at least monthly and may be outside of the duty day. Requests to establish system-level PLC's must be submitted to the PLC Review committee.

## Mark Reporting Days

**EFFECTIVE DATES:** Effective with the ratification of the contract through June 30, 2019

Education Minnesota-OSSEO and the School District agree that the Mark Reporting Day at the end of trimester 1 and 2 will be scheduled at the discretion of the teacher to complete the work. On these two scheduled Mark Reporting Days, teachers may choose to report to work or not report. District required work must be completed by the deadline established by each site.

On trimester 3 Mark Reporting Day, all teachers must report to their site in the morning for a minimum of a half day and check out with their supervisor prior to leaving for the school year.

## Teacher Transfer Process

**EFFECTIVE DATES:** July 1, 2015 through June 30, 2019

Education Minnesota-OSSEO and the School District agree to modify Addendum A, Subd. 2 to the following:

The district will identify ten (10) openings created by retirements, resignations, terminations or new programs that will not be available during Voluntary Transfer round one. This will not cause the displacement of any continuing contract teachers at the site for which the opening is created. All other openings created by retirements, resignations, terminations or new programs known by March 1<sup>st</sup> will first be made available to continuing contract teachers who are currently within the building/site or program. If more than one continuing contract teacher applies for the same position, all continuing contract teachers requesting an internal site reassignment must be interviewed by a team of affected teachers, including the Principal/Director/Coordinator. The Principal/Director/Coordinator will make the final decision. However, the building/site or program must submit a similar or equal position to the Initial Voluntary Transfer of Continuing Contract Teachers Process.

*(Exception: If the building/site or program has an overall reduction in their FTE's any FTE opening created by retirements, resignations, terminations or new programs that are filled at the building/site or program by a continuing contract teacher in this process exempts the building/site or program from having to submit a similar or equal position to the Initial Voluntary Transfer of Continuing Contract Teachers Process. Probationary teachers cannot be moved from their current level and/or assignments into a newly vacated position if a similar position cannot be delivered to the initial voluntary transfer process).*

## **Alternative Salary Structure**

**EFFECTIVE DATE:** July 1, 2011

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279 (“District”), and Education Minnesota – OSSEO, Local 1212, Education Minnesota, American Federation of Teachers, National Education Association, AFL-CIO (“Union”), relating to developing an alternative salary structure.

**PURPOSE:**

The purpose of this MOU is to provide a framework for studying, discussing, and possibly implementing a new salary structure for teachers.

**AGREEMENT:**

1. The District and Education Minnesota – OSSEO agree to meet in good faith, beginning in the 2011-2012 school year, to discuss alternatives to the current teacher salary structure.
2. Such discussion and analysis shall include, but not be limited to exploring the following:
  - Modifying performance increments and lanes;
  - Studying new salary ranges or salary schedules;
  - Defining objective research-based performance goals;
  - Creating SMART (specific, measurable, attainable, relevant, & time bound) evaluation rubrics and guides;
  - Advancing in salary based on objective research-based performance-goals;
  - Creating an appeals process for resolving disputes in lieu of filing grievances.
3. If the parties are able to mutually agree to a new salary structure, including applicable performance goals and salary advancement, such salary structure may be implemented the following July 1<sup>st</sup>, unless an alternative date is mutually agreed by the parties.

## **TRA Extended Leave of Absence (up to 5 Years) Opportunity**

**EFFECTIVE DATE:** December 9, 2015 to June 30, 2021

**APPLICATION DEADLINE:** March 1, 2016, 4:00 PM for the 2016-2017 school year and  
March 1, 2017, 4:00 PM for the 2017-2018 school year

### **AGREEMENT:**

#### Purpose

The purpose of this Memorandum of Understanding is to provide a one-time opportunity for teachers to exercise an option for an extended leave of absence (up to 5 years) with the District paying the **employer's portion** of Teachers Retirement Association (TRA) contributions.

#### Conditions

The District will pay the **employer's contribution only** to the Teachers Retirement Association (TRA). The employee is responsible for paying their contribution to the Teachers Retirement Association as per TRA rules. As per TRA regulations, any interruption in payments will disqualify the employee from the purchase of TRA service credits for the duration of the leave.

The TRA contribution will be based on the teacher's base salary contract amount not to exceed a 1.0 FTE assignment.

If the teacher is employed by another Minnesota public school district as a teacher (TRA-eligible position) while on this leave of absence, TRA contributions from Osseo will cease.

The teacher will maintain their seniority date while on the leave of absence.

#### Eligibility

Teachers must:

- a) Have a minimum of seven (7) consecutive years of full-time teaching service in the District.
- b) Have at least ten (10) years of allowable TRA service as defined in Section 354.05, Subdivision 13.
- c) Be currently teaching .8 FTE status or more in the District.

Teachers who are paid at an hourly rate of pay are not eligible for this District paid benefit.

#### Application

A teacher must submit an application to Human Resources by **March 1, 2016, 4:00 PM for the 2016-2017 school year and March 1, 2017, 4:00 PM for the 2017-2018 school year.**

## Reinstatement

A teacher returning from an extended leave of absence will be reinstated according to the following guidelines and subject to the following conditions:

- a. That the position has not been abolished pursuant to M.S. 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.
- c. That the teacher has not been on an extended leave of absence for longer than the equivalent of one (1) FTE year. (Effective with leaves granted beginning with the 2007-2008 school year.)
- d. If the teacher is on an extended leave of absence for more than the equivalent of one (1) FTE year, the teacher may return to the original building by mutual agreement between the teacher and the principal if an opening exists in the building. If there is not mutual agreement or if a position does not exist at the original building, the teacher will be transferred in accordance with School Board Policy 449 – Teacher Transfer.

Pursuant to Minnesota Statute 122A.46, the School Board will not be obligated to reinstate a teacher who takes a full-time or part-time position as a teacher in another Minnesota school district while on an extended leave of absence. This does not apply to a teacher who is employed as a substitute teacher.

## Notification of Return

The School Board is not obligated to reinstate any teacher who is on an extended leave of absence pursuant to Section 122A.46 unless the teacher advises the School Board in writing of the intention to return before February 1 in the school year preceding the school year in which the teacher wishes to return or by February 1 in the calendar year in which the leave is scheduled to terminate.

## Failure to Return Contract

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract within ten (10) days.



**Addendum**

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.....				

# ADDENDUM A

## Teacher Transfer Procedures

Subd. 1. Distribution of FTE's within the Building/Site or Program: The specific process for distribution within the building/site or program of the Full Time Equivalent (FTE's) will be determined using the Framework for Collaborative Decision Making. Principals will be provided the names of those teachers who have a right to return to a previously held position. Teachers with return rights include:

- a. Teachers returning from approved leaves pursuant to return right guidelines disclosed in Article IX- Leaves of Absence of the Teachers' Terms and Conditions of Employment.
- b. Teachers returning from a Teacher Exchange (see Subd.10 of this Addendum).
- c. Teachers in identified positions who have indicated an intention to return to their former position (see Subd. 16 of this Addendum).

Subd. 2. Internal Site Reassignments of Continuing Contract Teachers: All openings created by retirements, resignations, terminations or new programs known by March 1<sup>st</sup> will first be made available to continuing contract teachers who are currently within the building/site or program. If more than one continuing contract teacher applies for the same position, all continuing contract teachers requesting an internal site reassignment must be interviewed by a team of affected teachers, including the Principal/Director/Coordinator. The Principal/Director/Coordinator will make the final decision. However, the building/site or program must submit a similar or equal position to the Initial Voluntary Transfer of Continuing Contract Teachers Process.

*(Exception: If the building/site or program has an overall reduction in their FTE's any FTE opening created by retirements, resignations, terminations or new programs that are filled at the building/site or program by a continuing contract teacher in this process exempts the building/site or program from having to submit a similar or equal position to the Initial Voluntary Transfer of Continuing Contract Teachers Process. Probationary teachers cannot be moved from their current level and/or assignments into a newly vacated position if a similar position cannot be delivered to the initial voluntary transfer process).*

Subd. 3. Internal Site Reassignments of Probationary Teachers: Probationary teachers may be reassigned within the building/site or program. The reassignment of probationary teachers cannot reduce the number of FTE's that a building/site or program submits to the Initial Voluntary Transfer of Continuing Contract Teachers Process. The Principal/Director/Coordinator will make the final decision on any reassignment of probationary teachers in the Internal Site Reassignment of Probationary Staff.

Subd. 4. Initial Voluntary Transfer of Continuing Contract Teachers: Positions created by retirements, resignations, terminations or new programs that are known by March 1<sup>st</sup> will be open to all properly licensed continuing contract teachers who may seek a voluntary transfer except when a building/site or program filled the position within the Internal Site Reassignment Processes as outlined in Subd. 2 and Subd. 3.

- a. Interviews in the Initial Voluntary Transfer for Continuing Contract Teachers Process: Continuing contract teachers who seek a voluntary transfer must notify the Human Resources Department within a five (5) day posting period for positions in this Initial Voluntary Transfer process. The five (5) most senior continuing contract teachers requesting a voluntary transfer must be interviewed by a team of affected teachers, including the Principal/Director/Coordinator. The Principal/Director/Coordinator will make the final decision. When there is more than one open position at a building/site or program and a continuing contract teacher applies for multiple positions, the building/site or program is only obligated to interview the continuing contract teacher two (2) times. Reasons, if requested, must be presented within five (5) days to the teacher not selected with appropriate feedback about the interview and why the decision to deny the transfer was made.
- b. Availability of New Opening for the Internal Reassignment Process: The position previously held by a continuing contract teacher who receives a reassignment in this Initial Voluntary Transfer Process will be made available for internal site reassignment following the procedures of Subd. 2 with a 24 hour posting, or will be made available through the Involuntary Transfer Process.

Subd. 5. Probationary Teacher within Affected Building, Department or Program: The following procedures will be followed to identify the continuing contract teacher who will be an Involuntary Transfer.

- a. Probationary Teacher within Affected Grade Level, Department or Program: When an Involuntary Transfer is required at a building, department or program and there is a probationary teacher within the building, department or program, the probationary teacher will be removed from the position and may be placed in a hiring pool provided the teacher meets District standards based on the teacher performance appraisal system. Probationary teachers not placed in the hiring pool will have their contracts non-renewed at the end of the current school year. Placement in this pool does not guarantee employment. However, following the Involuntary Transfer Process, teachers in the hiring pool of displaced probationary teachers will be considered first for any remaining open positions. Probationary teachers selected for the pool but not placed by June 1<sup>st</sup> will have their teaching contract non-renewed.
- b. No Probationary Teacher within Affected Building, Department or Program: If there are no probationary teachers at the affected building, department or program, continuing contract teacher volunteers within the building, department or program will be sought to become the Involuntary Transfer (see Subd. 5c).
- c. Continuing Contract Teacher within Affected Building, Department or Program wants to be the Involuntary Transfer: Continuing Contract teachers in the affected building, department or program may volunteer in seniority order (most to least) to become the Involuntary Transfer.

- d. No Continuing Contract Teacher within Affected Building, Department or Program wants to be the Involuntary Transfer: If there are no volunteers at the affected building, department or program, other continuing contract teachers holding the same licensure as the least senior continuing contract teacher of the affected building, department or program may volunteer, again in seniority order (most to least), to become the Involuntary Transfer. The Principal or Program Director/Coordinator must approve the request to allow these building/site or program volunteers, because the least senior teacher of the affected building, department or program must transfer to the position held by the teacher who volunteers to become the Involuntary Transfer.
- e. Least Senior Continuing Contract Teacher within Affected Building, Department or Program: If there is not a qualified volunteer, the least senior continuing contract teacher in the affected building, department or program will be the Involuntary Transfer.
- f. Opportunity to Transfer to a Probationary Teacher's Position: The least senior continuing contract teacher will have the opportunity to transfer to another position at the current building/site or program if the position is open or the position is held by a probationary teacher and the continuing contract teacher is properly licensed. The continuing contract teacher who indicates a desire to transfer to a position within the building/site or program must meet with the Principal/Director/Coordinator regarding the transfer. If the requested transfer is approved, the displaced probationary teacher will then be assigned as an Involuntary Transfer because the displacement does not cause a continuing contract teacher to become the Involuntary Transfer.
- g. Exemption from being the Involuntary Transfer if on Building or District Level Assistance: A continuing contract teacher on a building or district level assistance program will not be eligible to become the Involuntary Transfer, except under STRAND conditions outlined in Subd. 13.
- h. Major changes in a building/site and/or unique circumstances: Education Minnesota-OSSEO and the District may enter into a Memorandum of Understanding to allow continuing contract teachers to enter the Involuntary Transfer Process where appropriate.

Subd. 6. Principal Responsibility for Notification of Openings to Human Resources Department:

When the internal building/site or program staffing process is complete, the Principal or Program Director/Coordinator will list the teacher(s) who will be the Involuntary Transfer(s) and any remaining vacancies by grade level or by license area and provide the list to Human Resources. This list must be provided during the staffing process each year.

Subd. 7. Human Resources Department Responsibility for Involuntary Transfer: Human Resources will contact each teacher on the Involuntary Transfer list to ascertain the desired grade level (elementary) or division (elementary, middle or senior high) to be selected in the Involuntary Transfer process. The desired positions must be within the licensure area(s) of the continuing contract teachers.

Human Resources will provide information on possible open positions or positions held by a probationary teacher to assist each teacher in the Involuntary Transfer Process to identify their desired grade level (elementary) or division (elementary, middle or senior high) to be selected in the Involuntary Transfer process.

- a. Seniority List: Human Resources will compile a list of all teachers identified for Involuntary Transfers on the Involuntary Transfer list, their licenses, and seniority dates. Education Minnesota-OSSEO will be supplied this list as soon as it is compiled.
- b. Involuntary Transfer Notification: Teachers identified for Involuntary Transfer will be notified in writing not later than five working days before the Involuntary Transfer Meeting. The notice will contain:
  1. A complete list of all vacancies available to the individual teacher based on his/her current license(s) including the grade level, department, building/site or program, a description of the position and/or program, and
  2. The date and time for the Involuntary Transfer Meeting for the individual's license area(s).
- c. Vacant Position List: Human Resources will work with Directors, Principals, or Coordinators to ensure an appropriate position is available in the Involuntary Transfer Process for identified teachers.
  1. There must be an open position at one grade level on either side of the desired grade level for elementary teachers, an open position at the desired division (middle or senior high) for secondary teachers, and an open position at the requested level for other teachers. The process of making appropriate positions available may necessitate the placement of additional probationary teachers into the hiring pool for probationary teachers. Human Resources and Education Minnesota-OSSEO will assist all teachers in the Involuntary Transfer Process to identify and/or select an appropriate position.
  2. It is understood that the requirement to ensure an appropriate position as stated in Subd. 7c-1 will only be enforced when there are open positions or there is a position(s) held by probationary teachers in the desired levels or licensure areas.
  3. The positions will only be guaranteed at the beginning of the selection process. Once the selection process begins, seniority will dictate available positions. A teacher must select a position based on the open positions at the time their name is called based on their seniority date and licensure. Teachers are encouraged to select a position within the framework of Subd. 7c-1.

Subd. 8. Involuntary Transfer Meeting for Teachers: All teachers who have been involuntarily transferred should attend the Involuntary Transfer Meeting so that they may select their position in seniority order (most to least).

- a. Selection of Assignments by Seniority: Specific assignments will be made exclusively on seniority and license. The most senior Involuntary Transfer will select first. The next most senior by license area will then have the second choice, and so on. The process will continue until all involuntarily transferred teachers have received an assignment.
- b. Official Notification of Assignment: All involuntarily transferred teachers will be notified by Human Resources of their assignment for the following year no later than three (3) days following the Involuntary Transfer Meeting.
- c. Right of Continuing Contract Teachers to Return to Their Previous Assignment: Human Resources will notify any continuing contract teachers who are involuntarily transferred if the position they were transferred from becomes available between the Involuntary Transfer Meeting and the first teacher workshop day. If a continuing contract teacher wishes to return to their previous assignment, they must notify Human Resources within three (3) days of notification, or before their first scheduled work day, whichever occurs first. The position to which they had been involuntarily transferred will then be posted for a voluntary transfer except when the notification is given within five (5) days of the first teacher workshop day.

Subd. 9. Second Voluntary Transfer Process: All open positions not filled in the Involuntary Transfer Process will be made available to current contract teachers and probationary teachers who were placed in the hiring pool for displaced probationary teachers. Teachers who seek a voluntary transfer must notify Human Resources within a five (5) day posting period for open positions they seek in this Second Voluntary Transfer process. All continuing contract teachers requesting a voluntary transfer must be interviewed by a team of affected teachers, including the Principal/Director/Coordinator. The Principal/Director/Coordinator will make the final decision. When there is more than one open position at a building/site or program and a continuing contract teacher applies for multiple positions, the building/site or program is only obligated to interview the continuing contract teacher two (2) times. Reasons, if requested, must be presented within five (5) days to the teacher not selected with appropriate feedback about the interview and why the decision to deny the transfer was made.

Subd. 10. Teacher Exchange: To provide different teaching options, two or more continuing contract teachers may request to exchange positions for one school year.

- a. The request to exchange positions must be made in writing to the principals involved, to the appropriate Directors, and to the Director, Human Resources. A teacher exchange may be approved without following the posting notice or the transfer policy.
- b. Requests to participate in a teacher exchange must be received in Human Resources no later than June 30<sup>th</sup>.

- c. Approval will be made by the principals involved, the appropriate Directors, and the Director, Human Resources in conjunction with the continuing contract teachers making the request.
- d. All teacher exchanges will begin on the first day of the school year.
- e. Upon expiration of the time period for the exchange, the teachers will return to their prior positions or exchange teachers may request to continue in their new assignment thereby giving up their rights to the previous assignment. A request to continue in the new assignment must be submitted to Human Resources no later than March 1<sup>st</sup>.

Subd. 11. Positions Known After the Involuntary Transfer Process: Following the Second Voluntary Transfer Process, all available positions created by new funding, changes in enrollment, additional resignations, retirements, leaves of absence, or vacancies created by other voluntary transfers will be made available for voluntary transfer. Human Resources will post or publish any remaining positions that are still open for the coming school year. The notification will specify licensure requirements, any special conditions, special needs and skills unique to the position. Positions will be posted for three (3) working days until the end of the school year and five (5) working days after school is out for the summer until August 1<sup>st</sup>. Effective August 1<sup>st</sup> the posting duration will be reduced to three (3) days until five (5) days prior to the 1<sup>st</sup> teacher workshop day. Continuing Contract, probationary teachers and outside candidates may apply for these positions. Continuing Contract Teachers must be granted an interview. The granting of interviews for probationary and outside candidates is at the discretion of the Principal/Director/Coordinator.

Subd. 12. Transfer Process within five (5) days of the first teacher workshop day: District teachers may receive a voluntary transfer within five (5) days prior to the first teacher workshop day in the following ways:

- a. By mutual agreement between Principals/Directors/Coordinators.
- b. To positions as approved by a Labor Management Committee.
- c. To a position where the licensure area has a shortage of candidates.

Subd. 13. STRAND Realignment: Definition: A Minnesota Supreme Court decision requires school boards to reassign continuing contract teachers in a reasonable manner to preserve their employment. The shifting or realignment of these teachers saves the jobs of other less senior continuing contract teachers who are facing layoffs.

Subd. 14. Early Hiring of Staff: Human Resources each year will determine the probable distribution of FTE's to buildings/sites or programs for the next year. The Director, Human Resources may, after conducting a Meet and Confer process with Education Minnesota - OSSEO, authorize the early hiring of a targeted number of unassigned new hires in selected areas. These unassigned new hires will be assigned to specific positions immediately following the Involuntary Transfer assignments.

Subd. 15. Unique Circumstances: Occasionally it may be in the best interest of a continuing contract teacher and the School District to involuntarily transfer the teacher due to situations that are unique and are not related to performance. When a teacher makes a request for an Involuntary Transfer for a unique situation, a Labor Management Committee will convene.

- a. Labor Management Committee Membership: The Labor Management Committee will include the following:
  1. The Director, Human Resources
  2. The affected licensed staff member
  3. The affected licensed staff member's current Principal/Director/Coordinator
  4. The affected licensed staff member's current Directors
  5. The Education Minnesota Field Staff
  6. The Education Minnesota - OSSEO President
- b. Labor Management Committee Process: This committee will review the request and MUST mutually agree that a transfer would be in the best interest of all involved in order for the teacher to be placed in the Involuntary Transfer Process. If the request is granted, the position held by the affected teacher will not follow the building/site or program selection process, but be placed as a vacancy as noted in Subd. 4.
- c. Exclusion from Returning to the Vacated Position: Once the affected teacher is placed in the Involuntary Transfer Process he/she will not be allowed to return to the position in the building/site or program he/she vacated.

Subd. 16. Process to return to a classroom teaching assignment for continuing contract teachers in an identified position: A continuing contract teacher in a position that has been identified jointly by Education Minnesota – OSSEO and the Director, Human Resources as a position that will not be open for Involuntary Transfer except in special circumstances will have the right to request to return to classroom teaching in a position for which they are appropriately licensed under guidelines a-f of this Subd. These positions include, but are not limited to, the following: district curriculum specialist, behavior intervention teacher, special education building coordinator (SEBC), gifted education teacher (GE, EXCEL, SEM), alternative teacher professional pay system (ATPPS) facilitator, ATPPS instructional coach, and testing coordinator.



- a. The teacher must notify the Human Resources Department by March 1<sup>st</sup> of the year preceding the school year in which the teacher would return to a teaching assignment.
- b. If the teacher has held the position three (3) years or less, he/she will be allowed to return to the previously held teaching assignment.
- c. If the teacher has held the position more than three (3) years, guidelines d-f of this Subd. are followed.
- d. The teacher who is currently assigned to a building on a full-time or part-time basis may request to be assigned to a vacancy in that building in the internal transfer process (See Subd. 2 of this Addendum).
- e. The teacher may apply to any open position through the Initial Voluntary Transfer of Continuing Contract Teachers Process (See Subd. 4 of this Addendum).
- f. The teacher who is not placed through the Internal Transfer process or through the Initial Voluntary Transfer of Continuing Contract Teachers Process will be placed on the Involuntary Transfer List and will select a position through the Involuntary Transfer Process (see Subd. 8 of this Addendum).

Subd. 17. Human Resources has established unique protocols for the transfer of continuing contract teachers in the following program areas, including but not limited to:

- Elementary Music and Physical Education
- Special Education Site Programs
- Gifted Education (GE, EXCEL, SEM)
- Speech Pathologists
- School Psychologists
- School Social Workers
- Occupational Therapists