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**IDnum** 260    **Language** English    **Country** United States    **State** MN

**Union** Education Minnesota - OSSEO

**Local** 1212

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

**Bargaining Agency** Maple Grove Independent School District 279

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 2000    **EndYear** 2003

**Source** <http://www.edmnosseo.com/contracts/teachercontract.htm>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

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# Teacher's Contract

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## ARTICLE I [go to top](#) PURPOSE OF AGREEMENT

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and Education Minnesota - OSSEO, Local 1212, American Federation of Teachers, 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 [go to top](#) 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 of Independent School District 279. Education Minnesota - OSSEO shall have those rights and duties as prescribed by the PELRA and as described in the provisions

of this Agreement.

Section 2. Appropriate Unit: Education Minnesota - OSSEO shall represent all teachers of the District as defined in this Agreement and in the PELRA.

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#### 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 terms in both cases are subject to the provisions of PELRA.

Section 2. Teacher: The term "teacher" shall mean all persons in the appropriate unit employed by the school district in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, 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" shall mean non-supervisory licensed staff. For the purposes of this agreement, the term "teacher" shall include but is not limited to: information technology specialists, social workers, psychologists, occupational therapists, music therapists, speech pathologists, counselors, chemical awareness counselors, licensed school nurses, instructional assistants (IA)-elementary, special education building coordinators (SEBC)-secondary and district curriculum specialists.

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

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

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#### 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 Board 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 employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall 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 employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Department of Children, Families, & Learning, 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 shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall 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 [go to top](#) TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall 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 shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall 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 shall 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 shall deduct from the teacher's paycheck the

dues which the teacher has agreed to pay to Education Minnesota – OSSEO during the period provided in said 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 shall be provided by the School Board. Authorization cards will be filed with the payroll department by Education Minnesota – OSSEO and shall continue in effect until revoked by the teacher on a form provided by the School Board. Such revocation form shall be delivered to the payroll department by the teacher by certified mail. Such revocation shall be submitted at least thirty (30) days in advance of such revocation. A copy of any revocation shall 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 shall 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 deductions for such dues shall not be subject to change during the school year.

Subd. 4. Schedule of Deductions: Such deductions shall be made in equal installments. The number of equal installments shall be sixteen (16), beginning on October 5 and ending on May 20. For continuing authorizations, the number of equal installments shall be sixteen (16), subject to Subd. 2 of this section. The School Board shall 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 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 shall 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 shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 1. Authorization: Education Minnesota – OSSEO shall 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 shall 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 shall 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 shall be on Education Minnesota – OSSEO. The School Board shall deduct the fee from the earnings of the employee and transmit the fee to Education Minnesota – OSSEO thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School Board pending a decision by the Bureau of Mediation Services or court. Any fair share challenge shall 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 unliquidated, 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: Fair share fee deductions shall be made in fourteen (14) equal installments beginning on November 5th and ending on May 20th.

Section 5. Electronic Direct Deposit: The school district will provide for direct deposit of paychecks to those financial institutions approved for same by the Federal Reserve Bank of Minneapolis.

Section 6. Political Action Committee (PAC) Deduction: Teachers may request a payroll deduction to contribute to the political action committee 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 shall continue in effect until revoked on a form provided by the School District's payroll department. Application for Education Minnesota – OSSEO Political Action Committee deduction shall 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 shall be made in eighteen (18) equal installments beginning on September 5th and ending on May 20th.

Section 7. Personnel Files:

Subd. 1. Access: All individual teacher evaluations and individual teacher files generated within the school district shall be available to the teacher during regular school district hours upon the teacher's request in accordance with Minnesota Statute 122A.40, Subd. 19.

Subd. 2. Review: Such request shall be made to the Human Resources Department. Human Resources shall schedule an appointment for the teacher to

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

Subd. 4. Right to Copy: The teacher shall have the right to a copy of any of the contents of his/her files at the teacher's expense.

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/Expungement: The school district may destroy or expunge such files as provided by law.

#### Section 8. Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, licensure and subject matter or field) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the school district, no later than December 15th of each year.

Subd. 2. Request for Change: Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have fifteen (15) work days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.

Subd. 3. Final List: Within fifteen (15) work days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board and the list as revised shall be binding on the school district and any teacher.

Subd. 4. Copies: Education Minnesota – OSSEO shall receive fifty (50) copies of the seniority list.

#### ARTICLE VI [go to top](#) BASIC SCHEDULES AND RATES OF PAY

Section 1. 2001-2002 Salary Schedule: The wages and salaries reflected in [Schedule A](#), attached hereto, shall be a part of the Agreement for the period July 1,2001 through June 30,2002.

Section 2. 2002-2003 Salary Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the period July 1, 2002 through June 30, 2003.

Section 3. Status of Salary Schedules: The salary schedules shall 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 shall 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 increments, lane changes, or other salary increases for good and sufficient grounds. A teacher's advancement shall not be withheld unless the teacher shall have 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 shall 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).

Graduate credits must be earned from a graduate institution that has an accredited program and grants a Masters of Education (M.Ed.), Masters of Arts (M.A.), Masters of Science (M.S.), Masters of Social Work (M.S.W.), Masters of Fine Arts (M.F.A.), Masters of Music (M.M.) or Masters in Business Administration (M.B.A.).

Board credits are earned in district-sponsored board credit offerings, 15 hours on a teacher advisory team, or an activity approved by the Professional Growth Committee and the Assistant Superintendent, Human Resources. A district board credit is 15 hours or the equivalent of one (1) semester credit. Refer to Professional Growth Handbook for detailed explanation.

If a teacher attends a workshop during the work day, an approved leave (i.e. sabbatical, personal, short-term or long-term) must be used to earn credits that qualify. In addition, no district funds can be expended for registration and/or reimbursable expenses.

c. Credits that DO NOT Qualify: Courses in educational administration do not qualify for lane changes. Effective January 1, 1993, 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 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 Assistant Superintendent, Human Resources for a master's degree program. Approval must be obtained prior to the completion of 10 semester credits. Submit Prior Approval – Master's Program Form (PF65) along with a copy of your 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: 10 semester credits are required per lane change. A minimum of 5 graduate semester credits is required. A maximum of 5 semester board credits may be used. One (1) semester credit equals 1.5 quarter credits.

f. Deadlines: Lane change request must be submitted to Human Resources by October 15<sup>th</sup> for coursework that was completed by September 15<sup>th</sup> for salary increase effective beginning of school year. Lane change request must be submitted to Human Resources by March 15<sup>th</sup> for coursework that was completed by February 15<sup>th</sup> for salary increase 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 Lane Change Request Form (PF83) 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.

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 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). Master's degree programs in special education, guidance/counseling, developmental reading, information media/technology, school psychology, and curriculum instruction with an emphasis and/or focus in the field(s) in which the teacher is now doing his/her teaching shall be considered in this classification.

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. Level II certified social workers shall be placed on this lane.

Subd. 3. Step Advancement:

The School Board shall 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 minimum of one (1) full semester's teaching in this district in any year of teaching shall be required to qualify for a year's experience. Exceptions to step advancement shall comply with Minnesota Statutes.

Subd. 4. Initial Step Placement: The school district will determine initial step placement based on teaching experience. Exceptions may be made by mutual agreement with Education Minnesota-Osseo.

ARTICLE VII [go to top](#)

EXTRA COMPENSATION

Section 1. Extra Assignments – Point Value Compensation 2001-2003: The wages and salaries reflected in [Schedule C](#) attached hereto, shall be a part of this Agreement.

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 for five (5) days in each building in the school district. When an opening exists, qualified volunteers within the building will be given consideration before an assignment is made. Payments, as reflected in [Schedule C](#), shall be made separate and apart from the basic salary schedule.

Section 2. Other Assignments – Hourly Compensation 2001-2003: The wages and

salaries reflected in [Schedule D](#), attached hereto, shall be a part of this Agreement.

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](#) which requires work beyond the regular school year or the regularly assigned week. Payments, as reflected in [Schedule D](#), shall be made separate and apart from the basic salary schedule.

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

Section 4. Salaries for Department Chairpersons and Team Leaders for 2001-2003: The wages and salaries reflected in [Schedule C](#) attached hereto, shall be a part of this Agreement.

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](#), shall be made separate and apart from the basic salary schedule.

Section 5. Teachers as Substitutes: A teacher may be assigned by the principal to teach during his/her preparation time. Teachers may be assigned no more than two (2) times per year. These assignments will only be made in an emergency or when a regular substitute teacher is not available.

Subd 1. Pay Rate: 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 shall be paid the hourly rate in [Schedule D](#) or portion thereof in addition to their contracted salary. If a classroom section is split, the teachers assigned shall divide the hourly rate in [Schedule D](#) or portion thereof.

Subd. 2. Assignment Process: A fair and equitable process of assigning teachers to substitute will be developed jointly by teachers and building principal (s) at each building. The process must be approved by the teachers using the shared decisions model.

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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 District Professional Growth Committee. The District Professional Growth Committee with the Assistant Superintendent, 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.

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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 District Professional Growth Committee. The District Professional Growth Committee with the Assistant Superintendent, 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. Other National Certifications: The Assistant Superintendent, 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. 4. Eligibility: A teacher must be certified by December 31 in order to be eligible for the stipend for that school year.

Subd. 5. Application: Eligible teachers must apply annually by December 31 in order to receive the stipend for that school year. The teacher must submit a National Certification Stipend Application form to the Assistant Superintendent, Human Resources.

Subd. 6. Pay Rate: Upon certification as recognized in this section, the teacher shall be paid an additional \$1,000 each year the certification is maintained. Payment shall be made the first pay date in February.

#### Section 7. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time teachers who have completed at least fifteen (15) years of continuous service with the school district and who are at least fifty (50) years of age, shall 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.

Subd. 2. Exclusion: This section shall apply only to teachers whose service has been full-time as defined by this Agreement and whose service began prior to July 1, 1990. For teachers whose employment began after this date, the provisions of this section will not be applicable.

Subd. 3. Calculation of Benefit: A teacher shall 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 shall be in the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 5. Incentive Window: For all retirements on or after July 1, 1999, any qualified teacher who retires after attaining the age of 60, but has not, or will not have turned age 61 prior to the beginning of the year in which they retire and has completed fifteen (15) years of continuous service to the school district shall receive retirement incentive pay as defined and limited in Subd. 3 of this article. For all licensed staff who have turned age 61 or older and have completed fifteen (15) years of continuous service, a one (1) time only opportunity shall be provided to receive retirement incentive pay as defined and limited in Subd. 3 of this article. This incentive shall expire based on notices received no later than March 1, 2003, with the retirement effective no later than the end of the 2002-2003 school year. (June 30, 2003)

Subd. 6. Payment Schedule 50-54: A teacher who retires at age 50-54 will receive their retirement incentive pay on July 20 if their birth date is between January 1 and June 30 in the year they reach age 55. If their birth date is between July 1 and December 31, they will receive their incentive pay on January 20 of the following year.

Subd. 7. Payment Schedule 55 & Over: Retirement incentive pay for those age 55 or older shall be paid by the school district according to the following schedule. Teachers who retire between January 1 and June 30 shall receive their retirement incentive pay on July 20 of that year. Teachers who retire between July 1 and December 31 shall receive their retirement incentive pay on January 20 of the following year.

Subd. 8. Exceptions: Retirement incentive pay shall not be granted to any teacher who is discharged by the school district.

Section 8. Deferred Compensation Programs: In accordance with Section 457 or 403b of the Internal Revenue Code and M.S. 356.24, the School Board will match the contribution of an eligible teacher according to the following schedules towards either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity 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. Maximum District Annual Match:

a. Maximum District Annual Match – Effective July 1, 2001

Effective July 1, 2001 District Match	
Step 5	\$240
6	\$640
22	\$680
26	\$780

## b. Maximum District Annual Match – Effective July 1, 2002

The district's match of a full-time teacher's contribution will be the required minimum contribution of \$240 annually or the maximum amount listed. The district's match for a part-time teacher's contribution will be the required minimum contribution of \$240 annually or the maximum amount listed pro-rated to the teacher's FTE.

Teachers whose service began prior to July 1, 1990	Minimum District Annual Match	Maximum District Annual Match
Steps 16-21 (must choose one dollar amount)	\$240	\$640
Steps 22-25 (must choose one dollar amount)	\$240	\$680
Steps 26 and above (must choose one dollar amount)	\$240	\$780

Teachers whose service began after July 1, 1990	Minimum District Annual Match	Maximum District Annual Match
Step 5 and above (must choose one dollar amount)	\$240	\$675

Teachers may defer more than the 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 have attained Step 5 status or above on the basic salary schedule (A or B) contained herein. Participation in the plan shall be voluntary and will be governed by the policies and guidelines as defined in the Minnesota State Plan or IRS code 403b.

## ARTICLE VIII

GROUP BENEFITS/INSURANCE [go to top](#)

Section 1. Eligibility: Full-time teachers who are paid under Schedules A and B are eligible for group insurance. Those teachers working thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage.

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

Section 3. Selection: The selection of insurance carriers and policies shall be made by the School Board.

Subd. 1. Health and Hospitalization Insurance:

a. Single Coverage:

Effective July 1, 2001, the School Board will pay the sum of \$297.60 per month, which represents full premium for individual coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in one of the school district's group health and hospitalization plans.

b. Family Coverage:

1. Employee + 1: Effective July 1, 2001, the School Board shall contribute \$447.94 per month which represents seventy-five percent (75%) of the premium cost for employee + 1 dependent coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in one of the school district's group health and hospitalization plans. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Effective July 1, 2002, the School Board will pay seventy five (75%) of the premium cost of the health/hospitalization plan for employee +1 coverage in which the qualified employee enrolls. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

2. Employee + 2: Effective July 1, 2001, the School Board shall contribute \$689.46 per month which represents seventy-five percent (75%) of the premium cost for family coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in one of the school district's group health and hospitalization plans. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Effective July 1, 2002, the School Board will pay seventy five (75%) of the premium cost of the health/hospitalization plan for family coverage in which the qualified employee enrolls. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

3. 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/hospitalization plan, one employee will be provided the contribution for family (employee + 2) coverage. Additionally, in the event both employees enroll in the same hospitalization dependent plans, full premium for individual coverage of the plan will be credited toward the premium cost of the family/dependent plan elected by the employees. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

c. Disability Coverage:

Teachers who have qualified for long-term disability insurance or teachers

who have qualified for benefits under the Workers' Compensation Act and who previously qualified for the district's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the teacher at his/her expense.

Subd. 2. Group Term Life Insurance: The School Board shall pay the sum of \$2.04 per year which represents full premium for each \$1,000 coverage for group term life insurance for all full-time teachers employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Full-time teachers who qualify and enroll will be covered by the group term life insurance to the extent of one (1) times base annual salary calculated to the nearest \$500 to a maximum of \$50,000.

Subd. 3. Supplemental Group Term Life Insurance: Full-time teachers shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Subd. 2, to purchase supplemental group term life insurance in the amounts of either \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000. The cost of the supplemental coverage shall be borne by the teacher and paid by payroll deductions.

Subd. 4. Long-Term Disability Income Protection: The School Board shall pay the full premium of \$5.64 per year per \$1,000 for teacher coverage in the existing long-term disability income protection plan of the School Board for all full-time teachers employed by the School Board who qualify for and enroll in such coverage. This coverage shall apply to the base annual salary.

Subd. 5. Dental Insurance:

a. Single Coverage:

The School Board shall pay a sum of \$21.87 per month which represents full premium 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 shall be paid in total by the teacher and paid by payroll deduction minus the school district's contribution for single coverage. Whether the district offers family/dependent coverage is subject to the conditions as established by the carriers.

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

Section 5. Duration of Insurance Contribution: A teacher is eligible for School Board



contributions as provided in this Article as long as the teacher is employed by the School Board. Upon termination of employment, all School Board participation and contribution shall cease, effective on the last day of the month in which employment terminates.

Section 6. Insurance Program Eligibility in the Event of Retirement: A teacher who retires is eligible to participate in the health/hospitalization and dental plans but must pay the entire premium for the plans selected subject to Section 7 of this Article. The right to continue participation in such plans will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

Section 7. School Board Contribution for Health Insurance for Retirees: Teachers shall be eligible under the following conditions:

Subd. 1. Eligibility: Section 7 applies only for retirees who retire after July 1, 1999.

Subd. 2. Eligibility at 55: This Section shall apply to teachers whose service has been full-time as defined by this Agreement, who have had fifteen (15) years of continuous service with the school district and who are at least fifty-five (55) years of age.

Subd. 3. Eligibility 50-54: Teachers retiring between ages of 50 and 54 must maintain District health/hospitalization plans at their own expense until age 55 to be eligible for District participation at age 55.

Subd. 4. Calculation of Benefit: For all eligible teachers, the cumulative total amount shall not exceed an amount determined by multiplying the teacher's daily rate of pay at the time of retirement times the number of employee's accumulated sick leave days in excess of 123 days as of the date of retirement. However, the total amount in either case shall not exceed \$20,580.

Subd. 5. Retiree Responsibility: The total annual School Board contribution shall not exceed \$2,940 a year or \$245 monthly. The portion of the premium not contributed by the District shall 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. 6. Determination of Daily Rate: The teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 7. Termination of Benefit: This insurance coverage shall in no event continue beyond the retired teachers qualification for Medicare or death, whichever occurs first.

Subd. 8. Exception: Effective July 1, 1999. In the event that a retiree, who has accumulated 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 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 \$100 per month for up to 84 months, not to exceed a total contribution of \$8,400 with the contribution ending when the teacher qualifies for Medicare or at death, whichever occurs first.

Section 8. Section 125 Plan. The district shall provide a Section 125 Plan under the Internal Revenue code for all teachers.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes.

The plan year will commence January 1 through December 31 of each year. There are three components to the plan:

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

Part-time teachers may participate only in component one and two above.

## ARTICLE IX [go to top](#) LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. Earn: All teachers shall be credited at the beginning of the school year with twelve (12) days sick leave per year. Teachers working less than a full year shall have their sick leave days pro rated.

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

Subd. 3. Use: Sick leave with pay shall be allowed by the School Board 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. Sick leave may also be used for the illness of a minor child as provided for in M.S. 181.9413 (Sick or Injured Child Care Leave), 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 6 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. A teacher shall notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. The definition of disability shall be determined by a licensed physician.

Subd.6. Medical Verification: If there is a question as to the eligibility of a teacher for sick leave, the Assistant Superintendent, Human Resources reserves the right to verify the illness within thirty (30) days after receipt of the teacher's absence card. In the event that medical verification is required, the teacher will be advised by the Assistant Superintendent, Human Resources. Education Minnesota – OSSEO will receive a copy of any request for verification.

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

Subd. 8. Approval: Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form provided.

Subd. 9. Excess Use: Any days used in excess of the number of days of sick leave accrued will be deducted from the teacher's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 10. Use -Absences Covered by Workers' Compensation and/or Long-term Disability (LTD).

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 Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School Board 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 shall 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 shall be paid by the School Board to the employee only during the period of disability.

d. In no event shall 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.

e. 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 policy, shall submit his/her workers' compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the school district for this absence.

f. A teacher who is unable to perform teaching duties and responsibilities due to an injury which occurs during the duty day as a result of a student or parent/guardian related incident, shall 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.

g. If a teacher incurs an injury as described in Subd. f. above, and such injury causes the teacher to work less than their contracted FTE, the district will continue to contribute its share of the cost of the health and hospitalization insurance plan that the employee is enrolled in.

Subd. 11. Extended Illness Sick Leave Pool: The School Board will maintain an extended illness sick leave pool from which a maximum of five hundred (500) days may be used, districtwide, from the pool, in any one year. The pool shall have an open enrollment period within thirty (30) days of each contract ratification. Refer to Memorandum of Understanding titled "Extended Illness Sick Leave Pool Procedures".

- 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. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the teacher. Such absences shall be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay shall 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 father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the teacher. Such absences shall be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave the cost of the substitute rate of pay shall be deducted from the teacher's salary. Additional absence, but not to exceed five (5) additional days may be granted with the full cost of substitute rate of pay to be deducted from the teacher's salary. Exceptions to the immediate family designations may be granted with approval of the Assistant Superintendent, Human-Resources.

Subd. 2. Use - Not Immediate Family: Absence due to the death of a person not listed in Subd. 1 shall be limited to one (1) day per year. 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 shall be deducted from the teacher's salary.

#### 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 are to reimburse the school district for the amount received, minus the mileage and parking expense allowance if they were on jury duty during a duty day.

Subd. 3. Pay: Teachers will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 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 Board: When the School Board is a party in a litigation, and a teacher of the school district appears at the request of the School Board or as codefendant in a case against the School Board, 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 Assistant Superintendent, 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 shall 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 Assistant Superintendent, 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: 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. 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. 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 in writing to the building principal and the Assistant Superintendent, Human Resources at least three (3) days in advance of the leave, except in event of emergencies.

Subd. 3. Limit 2%: At no time shall more than two percent (2%) of the teachers be granted personal leave.

Subd. 4. Additional Days: 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 will be granted on a workshop day and the first or last day of the student school year; however, such leave will be deducted from the total number of personal leave days accumulated per subdivision one and four at the rate of two (2) personal leave days per one (1) day of absence.

#### Section 7. Sabbatical Leave:

Subd. 1. Purpose: A maximum of one (1) year or two (2) semesters, or three (3) quarters, 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 which may be granted for a sabbatical leave is one (1) quarter. A sabbatical leave shall 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 shall be limited to teachers centering their study in their areas of major concentration and shall not be used for retraining in a new area except at the request of the administration. The proposed program of study must be approved in advance by the Assistant Superintendent, Human Resources.

Subd. 4. Request Deadline: Applications for full-year sabbatical leaves shall be submitted in writing to the Assistant Superintendent, Human Resources at the earliest possible date, but in no case shall this be after April 1, 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 Assistant Superintendent, 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 shall 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 shall 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 shall 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 school service. 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 shall 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 Board will pay seventy-five percent (75%) of the base contract salary during the school term in which the leave takes place. In the 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 Independent School District 279 schools 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 Independent School District 279 schools 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 shall pay back to the School Board the pro rata part of the sabbatical allowance.

Teachers granted sabbatical leave shall enter into a written agreement with the School Board for the repayment of monies and benefits paid by the school district for the teacher's noncompliance with this section.

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

Subd. 11. Experience Credit: A teacher who returns from sabbatical leave within the provisions of this section shall 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 shall not accrue additional experience credit for pay purposes or leave time during the period of absence for sabbatical leave.

#### Section 8. Child Care Leave:

Subd. 1. Purpose: A teacher may be granted a child care leave of absence

according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child. Teachers may be granted partial leaves of absence appropriate to the job assignment. Elementary classroom teachers (K-6) may be granted a .5 or 1.0 leave of absence only.

Subd. 2. Request: A teacher making application for child care leave shall inform the Assistant Superintendent, Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Pregnancy: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. During this period of disability, the teacher shall be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The effective beginning date of such leave and its duration or resignation if the teacher so elects, shall be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of commencement and duration of the leave or the effective date of the resignation, the Assistant Superintendent, Human Resources shall review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. Child care leave dates should normally coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, 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 or unborn child.
- e. The recommendation of the teacher's physician.

Subd. 5. Duration: In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation, if the teacher elects to resign, the School Board may, but shall 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 employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the teacher and the



School Board.

Subd. 6. Approval of Leave: If the teacher complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the teacher in writing of its action.

Subd. 7. Termination of Leave: Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days notice to return.

Subd. 8. Reinstatement: A teacher returning from child care leave shall 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 M.S.122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.

Subd. 9. Failure to Return: Failure of the teacher to return pursuant to the date determined in this section may constitute grounds for termination by the school district pursuant to M.S 122A.40.

Subd. 10. 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 opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 11. Salary: The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Subd. 12. Experience Credit: A teacher who returns from child care leave within the provisions of this section shall 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 shall not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Insurance: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, following FMLA.

Subd. 14. Notification to Return: A teacher on child care leave will be sent a contract from the Human Resources office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1.

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

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

### Section 9. Adoption Leave:

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

Subd. 2. Request: A teacher making application for adoption leave shall inform the Assistant Superintendent, Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Date of Leave: The school district may adjust the proposed beginning or ending date of an adoption leave so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

Subd. 4. Use of Sick Leave: A teacher may request to use up to 15 days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the teacher's custody.

Subd. 5. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School Board shall 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 adoption leave.

Subd. 6. Reinstatement: A teacher returning from adoption leave shall 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 M.S. 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Failure to Return: Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the teacher mutually agree to an extension of the leave.

Subd. 8. Probationary Period: The parties agree that the applicable periods of probation for the teacher as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Experience Credit: A teacher who returns from adoption leave within the provisions of this section shall 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 shall not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 10. Insurance: A teacher on adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, following FMLA.

Subd. 11. Notification to Return: A teacher on adoption leave will be sent a contract from Human Resources by certified mail according to the following schedule:

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

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

#### Section 10. Union Leave:

Subd. 1. Use: Education Minnesota - OSSEO may be granted thirty-five (35) days leave per year to conduct the business of the union. If used, these days will be designated by the union president and in no instance shall any one individual be granted more than ten (10) days. The cost of these days shall be billed to Education Minnesota - OSSEO in the amount equal to the substitute rate of pay. Request for such leave shall be made to the Assistant Superintendent, Human Resources at least three (3) days in advance and will state the reason for the proposed leave.

#### Section 11. Negotiation Leave:

Subd. 1. Use: Six (6) members of the Education Minnesota - OSSEO'S Negotiations Committee may be granted up to six (6) days each for purposes of collective bargaining with the School Board representative(s). Additional days may be granted at the discretion of the Assistant Superintendent, Human Resources. Such days shall be scheduled with the mutual consent of the School

Board representatives. There shall be no pay deduction for these granted days

## Section 12. Long-Term Leave

Subd. 1. Eligibility: Teachers with a minimum of three (3) years of experience in the school district may apply for an unpaid leave of absence. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

Subd. 2. Duration: Leave may be granted for a period of time up to one (1) year. Teachers may be granted partial leaves of absence appropriate to the job assignment. Elementary classroom teachers (K-6) may be granted a .5 or 1.0 leave of absence only.

Subd. 3. Insurance: A teacher on an approved long-term leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 4. Benefit Accrual: A teacher on approved leave shall 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. 5. Purpose: Consideration for granting long-term leaves will be given for:

- Education
- Health
- Election to Political Office
- Approved Travel
- Re-Training or Career Change

Subd. 6. Requests: Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the Assistant Superintendent, Human Resources for his/her recommendation. Final approval will be made by the School Board.

Subd. 7. Limit 2%: The number of staff on approved leave at any given time shall not exceed two percent (2%) of the total teaching staff.

Subd. 8. Notification to Return: A teacher on 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 said leave is intended to coincide with the opening of school, notification shall be given by April 1 of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 9. Reinstatement: A teacher returning from long-term leave shall 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 M.S. 122A.40
- b. That the teacher is not physically or mentally disabled from performing the duties of such position

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

### Section 13. Short-Term Leave:

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

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

Subd. 3. Requests: Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall clearly state the reason for the leave.

Any special conditions or arrangements established by the administrator for a short-term leave, shall be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

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

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

Subd. 6. Limit 1-½%: The number of staff on short-term leave shall not exceed one and one-half percent (1-½ %) of the total certified teaching staff.

### Section 14. Federal Program Leave:

Subd. 1. Eligibility: Teachers enlisting in VISTA, the Peace Corps or other federal programs may be granted leaves of absence of up to two (2) years. Any time spent on said leave will not count as experience on the salary schedule.

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 shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. Benefit Accrual: A teacher on a Federal Program leave shall 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 Assistant Superintendent, Human Resources for his/her recommendation. Final approval will be made by the School Board. The number of staff on a Federal Program leave shall not exceed four (4) people.

Subd. 5. Notification of 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 said leave is intended to coincide with the opening of school, notification must be given by April 1.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 6. Reinstatement: A teacher returning from Federal Program leave shall 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 M.S. 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.

The teacher shall 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 15. 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 immediate supervisor to make the necessary arrangements allowing 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 may be granted with full loss of pay. At no time shall more than two percent (2%) of teachers be on religious holiday leave.

#### Section 16. Extended Leave of Absence:

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46 and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. 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 M.S. 122A.46 and 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 district and at least ten (10) years of allowable service as defined in Section 354.05, Subdivision 13 to be eligible for extended leave of absence.

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

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 M.S. 122A.40.
- b. That the teacher is not physically or mentally disabled from performing the duties of such position.

If the teacher is on leave three (3) years or less, he/she will return to the previously held teaching assignment. If the teacher is on leave more than three (3) years, 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 District Policy 449-Teacher Transfer.

Subd. 6. 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.

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

#### 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, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board by March 1st of any year, a written statement requesting reinstatement. Such leave shall 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 Board.

Subd. 2. Notification: Teachers placed on such leave shall receive notice by

June 1 of the school year prior to the commencement of such leave with reasons therefore.

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

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.

1. Date the Board of Education took action to approve employment or the first day of employment, whichever occurs first.
2. Date and time of day the teacher's Recommendation for Employment Form is received in the Human Resources office.
3. Length of continuous teaching experience in District 279 including approved leaves of absence.
4. Total years of public school teaching experience.

Section 18. Eligibility for Leave of Absence Benefits: Teachers who are paid under Schedules A and 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.

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### PART-TIME AND HOURLY RATE TEACHERS

Section 1. Health Insurance: Teachers working twenty (20) hours per week (.5 contract) or more but less than thirty-two (32) hours per week (.8 contract) are eligible for group insurance in a plan designated by the School District. Effective July 1, 2002, the School District will pay a pro-rata portion of the full premium for individual coverage. Enrollment will be voluntary. A teacher may enroll in a higher cost option in the District designated plan but will pay the difference between the District's pro-rata contribution to the lowest cost plan and the selected option.

Teachers working fewer than twenty (20) hours per week (.5 contract) shall be eligible to purchase a school district group health and hospitalization plan designated specifically for teachers working less than 20 hours per week (.5 contract) and subject to conditions established by the carrier. The full cost of the plan shall be borne by the teacher and paid by payroll deduction.

Section 2. Life Insurance: The School Board shall pay a sum of \$2.04 per year which represents full premium for each \$1,000 of coverage for group term life insurance. The amount of life insurance provided shall be \$10,000, subject to the conditions of the carrier.

Section 3. Supplemental Group Term Life Insurance: Teachers working fewer than thirty-two (32) hours per week shall have the option, subject to the conditions



established by the School Board's carrier for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of \$10,000, \$20,000 or \$30,000. The cost of the supplemental coverage shall be borne by the teacher and paid by payroll deduction.

Section 4. Leaves of Absence: Teachers working fewer than thirty-two (32) hours per week shall be eligible for leave of absence benefits. Sick leave and personal leave shall accrue at the same rate as outlined in Article IX, Section 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 5. Salary and Rates of Pay:

Subd. 1. Contracted teachers working fewer than thirty-two (32) hours per week shall be paid on a pro-rata basis according to [Schedule A](#) for 2001-2002 and [Schedule B](#) for 2002-2003.

Subd. 2. Hourly teachers compensation shall be paid according to [Schedule D](#) for 2001-2002 and 2002-2003.

Section 6. Attendance at Workshops and Staff Development: Part-time teachers are expected to attend all District and building level staff development activities on workshop days. Part-time teachers do not receive additional pay for their attendance at staff development sessions. During sustaining operations, part-time teachers work their regular contract hours.

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HOURS OF SERVICE

Section 1. Definitions: The normal work week is forty (40) hours. Teachers shall report for duty not less than twenty (20) minutes before the opening of school and shall 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 or its designated representatives to participate in school activities.

Section 3. Professional Responsibilities: Normal duties include meetings called by principals, department/team chairpersons and 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 shall have a duty free lunch period of approximately thirty (30) minutes.

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

Elementary Schools: Approximately sixty (60) minutes per day in two (2) approximately thirty (30) minute blocks.

Secondary Schools: Approximately fifty (50) to fifty-five (55) minutes per day.

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### LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The number of teacher duty days shall be 186 for the 2001-2002 and 2002-2003 school years. In subsequent years, the School Board shall, prior to April 1, 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 shall 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 shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall 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 shall 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 shall be reduced pro rata of the teacher's basic salary.

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

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### 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 district procedures.

Subd. 1. The OALC does not mirror existing junior and senior high schools in the

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 the 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 district.

Section 5. Extended Year Program Assignments: Extended Year Program assignments will be initially posted by Human Resources only at the OALC. Administration will first consider interested OALC teachers who hold an appropriate license. Human Resources will post the open positions according to established district procedures for any Extended Year Program position not filled by current OALC staff. Teaching during the Extended Year Program at the OALC will be voluntary.

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

Section 7. Independent Study Program Assignments: Independent Study Program assignments will be initially posted by Human Resources only at the site where instruction will occur. Administration will first consider teachers at that site who hold an appropriate license. Human Resources will post the open positions according to established district procedures for any Independent Study Program position not filled by staff at the site where instruction will occur. Teaching during the after school Independent Study Program will be voluntary.

Section 8. 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) 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 Schedules 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 Schedule A or B of this agreement.

Subd. 3. Daily Pro-Rata Pay: Daily pro-rata pay is determined by dividing the individual teachers annual salary from Schedules A or B of this agreement by 186.

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

Section 9. Independent Study Program Hourly Pay for Non-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) will be paid according to Schedule D.

Section 10. Extra Compensation: OALC teachers performing extra duties shall be compensated as defined in this section.

Subd. 1. Teacher Leadership Model: The teacher leadership model will be formulated on the same basis as department chairpersons in other secondary buildings as provided in Schedule C. Payments, as reflected in Schedule C, will be made separate and apart from the basic salary schedule.

Subd 2. 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 co-curricular activities will be posted for five (5) days in each building in the school district. 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 be made separate and apart from the basic salary schedule.

Section 11. 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 pay deduct.

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## COMMUNITY EDUCATION TEACHERS

Section 1. Recognition: For the purpose of this Agreement, Early Childhood Family Education (ECFE) and Adult Basic Education (ABE) teachers shall be referred to as Community Education teachers. Community Education teachers as referred to in this Section are those teachers who are in positions which require a Minnesota teaching license and who meet the representation definition of the Agreement in Article III, Section 2, excluding all other Community Education employees. However, M.S. 122A.15 specifically provides that such licensure will not be construed to bring such Community Education teachers within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1 or M.S. 122A.41, Subd. 1.

Section 2. Application of Agreement: All the provisions of this Agreement shall apply to Community Education teachers. The parties recognize that Community Education programs are unique and market driven and, accordingly, require particular consideration in the Agreement.

Subd. 1. Calendar Year: The calendar year for Community Education 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 shall 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 Community Education teachers will be three (3) years of continuous service. Following the probationary period, teachers may be discharged for just cause. Community Education teachers are not subject to continuing contract provisions as set forth in M.S. 122A.40.

Section 4. Seniority List: Seniority is defined as the teacher's original continuous employment in ECFE and/or ABE programs in a licensed position. ECFE and ABE teacher seniority lists shall be separate and apart from the seniority list for all other teachers covered under the Agreement with no bumping or recall rights between the groups. ECFE teachers will have seniority only as an ECFE teacher. ABE teachers will have seniority only as an ABE teacher. Community Education teachers will not have rights to any other teaching position in the School District.

Section 5. Rights of Community Education Teachers: Community Education teacher assignments and working conditions shall include but not be limited by Subd. 1-8.

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. Teachers may have their hours of service reduced by the hours assigned for one class per week without regard to seniority. Positions will be eliminated in seniority order.

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: The conversion of Community Education hourly teaching positions to contracted teaching positions will be offered to present community education teachers based on their seniority.

Subd. 5. Planning and Prep Time: Each ECFE 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 30 minutes set up time prior to each class and 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 30 minutes set up time prior to the first class and 30 minutes reorganization time between classes and 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 or Saturday each week with the exception of not more than one, one time, special class assignment on a Saturday per semester.

Subd. 9. Classes: The workweek for a full-time ECFE teacher shall be a maximum of 1200 minutes of classes per week.

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

Section 6: Compensation: Hourly rate Community Education teachers are paid on the following wage schedule.

<u>BA</u>	<u>2001-2002</u>	<u>2002-2003</u>	<u>MA</u>	<u>2001-2002</u>	<u>2002-2003</u>
Step 1	\$22.80	\$22.80	Step 1	\$23.05	\$23.05
Step 2	\$23.05	\$23.05	Step 2	\$23.30	\$23.30
Step 3	\$23.30	\$23.30	Step 3	\$23.55	\$23.55
Step 4	\$23.55	\$23.55	Step 4	\$23.80	\$23.80
Step 5	\$23.80	\$23.80	Step 5	\$24.05	\$24.05

Subd. 1. Initial Step Placement: Initial step placement will be on step 1 BA or MA.

Subd. 2. Step Advancement: A Minimum of 500 hours of instruction per fiscal year is required to be eligible for step movement on July 1. Those who work less than 500 hours each fiscal year will be granted a step increase after two years. Only one-step advancement will be granted per year on July 1.

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GRIEVANCE PROCEDURE<sub>N</sub>

Section 1. Grievance Definition: A grievance shall 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 shall refer to working days. A working day is defined as any week day not designated as a holiday by the school district. During the summer break period, a working day is defined as any week day 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 shall not be included. The last day of the period so computed shall 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 shall 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 1 of this grievance procedure, shall 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 shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. 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 shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall 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 shall be with the consent of Education Minnesota - OSSEO. A teacher filing a written grievance without the consent of Education Minnesota – OSSEO shall bear all costs of the grievance. Any decision on any grievance at any level without the presence of Education Minnesota – OSSEO shall have no bearing on this Agreement nor shall 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 shall attempt to adjust grievances which 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 shall take place between the aggrieved party, the principal or supervisor and Education Minnesota - OSSEO representative. Through these discussions the parties shall 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 Assistant Superintendent, Human Resources shall set a meeting date within five (5) days of his/her receipt of the written grievance. The Assistant Superintendent, Human Resources shall 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 his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall 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 shall 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 shall 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 PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said 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 shall constitute a waiver of the grievance.

Subd. 3. Hearing: The grievance shall 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 shall 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 shall be a hearing de novo.

Subd. 4. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her shall 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 shall 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 shall be made of the hearing at the request of either party. The parties shall share, equally, fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be borne by the party requesting it.

Subd. 6. Jurisdiction: The arbitrator shall 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 shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall

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 shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 shall give due consideration to the statutory rights and obligations of the public School Boards 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 shall be construed to limit, impair or affect the right of any teacher, or group of teachers, as provided in state statutes.

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DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2003, 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 2003, a teacher shall 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. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2003, it shall give written notice of such intent no later than April 1, 2003.

If such notice is not served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall 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, shall not be open for negotiations during the term of this

Agreement except as provided in Article XIV, Section 5.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or any such provision under any circumstances is held invalid, it shall 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 shall be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

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