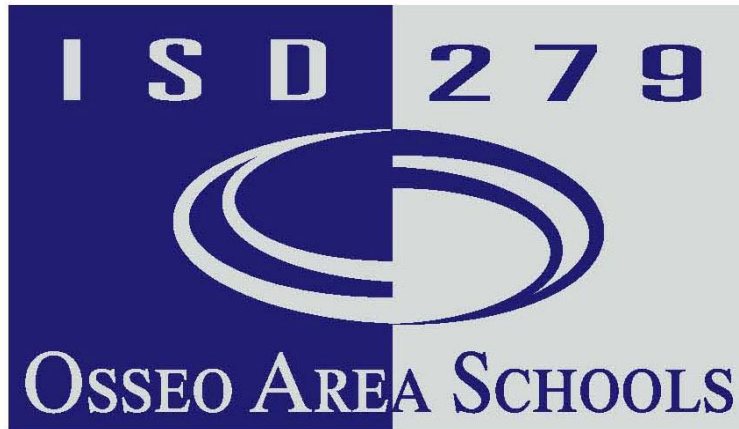


**AGREEMENT ON  
TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**



**UNITING COMMUNITIES OF EXCELLENCE**

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

**AND**

**EM-O KIDSTOP INSTURCTORS**

**Effective Date: July 1, 2008 through June 30, 2010**

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

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

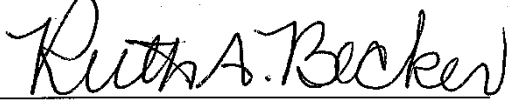
AND

EM-O KIDSTOP INSTRUCTORS

EFFECTIVE DATE: July 1, 2008 – June 30, 2010

IN WITNESS WHEREOF, The parties have executed this Agreement as follow

For the EM-O Kidstop Instructors



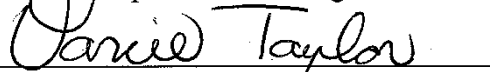
Kidstop Instructor's Negotiator



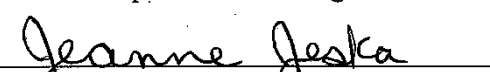
Kidstop Instructor's Negotiator



Kidstop Instructor's Negotiator



Kidstop Instructor's Negotiator

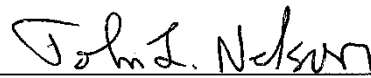


Kidstop Instructor's Negotiator

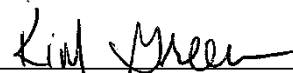


Education Minnesota Field Staff

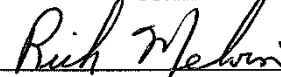
For Independent School District 279



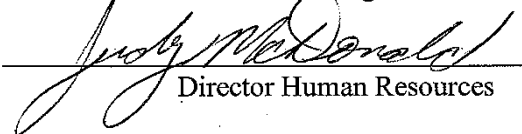
Chair



Clerk



Chief Board Negotiator



Director Human Resources

Dated this 18<sup>th</sup> day of August 2009

Addresses of Official Notice:

EM-O Kidstop Instructors:  
Education Minnesota – Osseo  
10200 73<sup>rd</sup> Avenue North #126  
Maple Grove, MN 55369

School Board:  
Office of the Superintendent of Schools  
Independent School District 279  
10200 93<sup>rd</sup> Avenue North  
Maple Grove, MN 55369

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## **ARTICLE I PURPOSE OF AGREEMENT**

This Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School District and the Kidstop Instructors, is pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the PELRA, and provides the terms and conditions of employment for Kidstop Instructors during the term of this Agreement.

## **ARTICLE II EMPLOYEE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA, as amended, the School Board recognizes Education Minnesota - Osseo as the exclusive representative of Kidstop Instructors employed by the School Board. The exclusive representative will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative will represent all the Kidstop Instructors of the district as defined in this Agreement and in said Act.

## **ARTICLE III DEFINITIONS**

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

**Section 2. Kidstop Instructors:** Will mean all Kidstop Instructors employed by Independent School District 279, Maple Grove, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

**Section 3. School Board:** For purposes of administering this Agreement, the term "School Board" may also mean the designated representative.

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

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

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

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

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

## ARTICLE V KIDSTOP INSTRUCTORS' RIGHTS

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

**Section 2. Right to Join:** Kidstop Instructors will have the right to form and join labor organizations, and will have the right not to form and not to join such organizations. Kidstop Instructors will have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

**Section 3. Request for Dues Check-off:** Kidstop Instructors will have the right to request dues check-off for the organization of the exclusive representative in accordance with the provisions of the PELRA, as amended. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the exclusive representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing.

**Section 4. Fair Share Fee:** In accordance with the PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

**Section 5. Credit Union Deductions:** Kidstop Instructors will have the right to request payroll deductions for one credit union selected by the EM-O Kidstop Negotiation's Committee.

Subd. 1. Authorization: Upon receipt of properly executed authorization card of the employee, the School District will make the designated deduction per paycheck. However, in no event will the authorized amount cause a net payroll check of less than eighty-five dollars (\$85) to be written.

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

**Section 6. Personnel Files:**

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

Subd. 2. Review: Such request will be made to the Human Resources. Human Resources will schedule an appointment for the Kidstop Instructor to review their file and will notify the instructor of such appointment.

Subd. 3. Documentation of Contents: The Kidstop Instructor and Human Resources representative will document the file content before the instructor is given the file for review. All such reviews will take place in Human Resources. The instructor and Human Resources representative will document the contents of the file at the termination of the review.

Subd. 4. Right to Copy: The Kidstop Instructor will have the right to a copy of any of the contents of his/her files at their expense.

Subd. 5. Right to Response: The Kidstop Instructor 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 such files as provided by law.

**Section 7. Other Rights:** Kidstop Instructors will have all other rights prescribed by the PELRA.

**ARTICLE VI  
SCHEDULE OF RATES OF PAY**

**Section 1. Hourly Rates of Pay:** The following rates of pay will be in effect for the period of July 1, 2008 through June 30, 2010.

<u>Steps</u>	<u>2008-2009 Hourly</u>	<u>2009-2010 Hourly</u>
Step 1	\$14.74	\$14.74
Step 2	\$15.30	\$15.30
Step 3	\$16.32	\$16.32
Step 4	\$17.34	\$17.34
Step 5	\$19.13	\$19.13

All Kidstop Instructors who have ten (10) or more years of consecutive employment in Independent School District 279 will receive a \$.40 per hour career increment differential.

All Kidstop Instructors who have twenty (20) or more years of consecutive employment in Independent School District 279 will receive a \$.25 per hour career increment differential.

Subd. 1. Additional compensation for late pickups: Add time as indicated to timecard:

6:00 - 6:05	ADD	15 minutes
6:06 - 6:15	ADD	30 minutes
6:16 - 6:30	ADD	1 hour
6:31 - 6:45	ADD	1 ½ hours
6:46 - 7:00	ADD	2 hours

**Section 2. Hours:**

Subd. 1. Work Year: The primary work year for all employees will be considered the school year program. A regular employee who works the summer program will be eligible to use accumulated sick leave days.

All employees will be expected to work their regular daily assignment on those days the Kidstop program is in session or scheduled to be in session with the exception of non-school program days. On those days, management reserves the right to assign work hours and site assignment to facilitate program operation. Any deviation from the regular daily assignment other than leaves as provided in Article VII must have the prior approval of the community education coordinator or designee and Human Resources.

Subd. 2. Overtime: Work over forty (40) hours per week will be paid at time and one-half or by compensatory time at time and one-half, as determined by the employee and the immediate supervisor. All overtime must be authorized in advance.

Subd. 3. Summer Programs:

- a) Summer Program notification: Kidstop Instructors working the school year program will notify Human Resource by February 1<sup>st</sup> of their intent to work the summer program.
- b) Kidstop Instructors will be paid at their same school year rate when employed as a substitute in the Summer Program.

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

Subd. 1. If the school program is closed and the Kidstop Instructor arrives at work site due to lack of notification prior to leaving for work, the instructor will be paid for an additional 2 hours.

Subd. 2. In the event of a late start, Kidstop hours will be the same as the site. (Example: If the District start time is one hour late, start time for Kidstop will be one hour late.)

**Section 4. Placement on Schedule:** New employees will be placed on the appropriate schedule as determined by the requirements of the job and at the discretion of Human Resources. Effective July 1, 2009, each ten and one-half (10 ½ ) month employee who has worked a minimum of 89 paid days during the school fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) will move to the next step on the salary schedule on July 1<sup>st</sup> of the following year. Schedule advancements will occur on July 1<sup>st</sup> of each year for eligible employees. Employees will maintain their seniority based on their original hire date within the unit. For the purposes of this section, a day worked will include paid leave and holiday pay. Employees must be regularly scheduled to work ten and one-half (10-1/2) hours or more per week in order to qualify for step movement. Summer only employment does not qualify for step movement.

**Section 5. Holidays:**

Subd. 1. Full-time twelve (12) month Kidstop Instructors will be granted eleven (11) paid holidays as determined by the School District prior to July 1 each year.

Subd. 2. Part-time Kidstop Instructors regularly scheduled to work ten and one half (10 1/2) hours or more per week will be granted eight (8) paid holidays as determined by the School District prior to July 1 each year.

The following eight (8) paid holidays will be granted.

Thanksgiving	Spring Holiday
Day after Thanksgiving	Martin Luther King –or- President's Day
Winter Holidays (2 days)	Memorial Day
New Year's Day	

Subd. 3. If a holiday occurs on a work day, the Kidstop Instructor will be paid double their normal rate of pay.

**Section 6. Vacation Allowance:** Full-time Kidstop Instructors working fifty-two weeks (52) per year and in a regular position of thirty-two (32) hours or more per week will be granted vacation as follows:

After six months of consecutive employment	5 days
After one year of consecutive employment	5 days (total of 10 days/year)
After five years of consecutive employment	15 days
After eleven years of consecutive employment	16 days

After twelve years of consecutive employment	17 days
After thirteen years of consecutive employment	18 day
After fourteen years of consecutive employment	19 days
After fifteen years of consecutive employment	20 days
After nineteen years of consecutive employment	25 days

Conditions for Vacation Allowance:

- a) Vacation must be earned prior to the time it is taken. Effective July 1, 2009, vacation will be credited pro-rata for each month earned consistent with the first payroll cycle each month.
- b) Vacation time will not be accumulated.
- c) Vacation must be scheduled in advance and will be approved only upon submission of a request in accordance with District procedure and subject to available balance.
- d) An employee resigning prior to an earned vacation period (anniversary date through June 30, 2009) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks notice of proposed termination date. Failure on the part of the employee to give proper notice shall constitute forfeiture of this provision.
- e) Vacation eligibility will be calculated on anniversary date of employment.
- f) Kidstop Instructors that become eligible for vacation allowance will be credited with actual months worked as a Kidstop Instructor. A maximum of three (3) weeks vacation will be attained through this provision.

**Section 7. Seniority:**

Subd. 1. Seniority Date: An employee's seniority date will be the original date of employment in the School District within the Kidstop Instructor's unit. If the starting date is the same between two or more employees, the employee with the greatest number of years of district service in a regular (non-casual position) will be considered the most senior. In the event of a tie between years of service, the School District will meet and confer with the employee representatives to determine a process to break the tie.

Subd. 2. Forfeiture: An employee who is discharged, resigns, or does not report for an assignment after being recalled will forfeit all seniority rights.

Subd. 3. Seniority Rights: An instructor assigned temporarily as a program manager will retain all seniority rights within the instructors' employee group and will retain all previous credit for pay purposes. Upon completion of the temporary assignment, the employee will be re-employed in a position for which the employee is qualified commensurate with a position occupied prior to the assignment provided the position(s) has not been abolished.

Subd. 4. Seniority List: A seniority list of regular employees will be updated and posted on the District website October 15 and March 15 annually.

**Section 8. Probation and Regular Status:** New employees will be considered as probationary employees until they have completed ten (10) months of employment. During this time they have no seniority privileges and may be transferred, discharged, reduced in hours of

assignment, or terminated in the event of job elimination. Upon completion of ten (10) months of employment, the employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

**Section 9. Posting of Positions:** Vacancies to be filled will be posted for a period of five (5) working days. Employees interested in applying should discuss the possible transfer with their immediate supervisor and then make application to the Human Resources. Employees who apply during the designated time frame will be considered on the basis of previous work experience, training, and job performance. Management reserves the right to make the final decision in filling the position.

**Section 10. Job Elimination:**

Subd. 1. Seniority: In the event of job elimination requiring layoff, the employee with the least seniority in the site will be laid off first. The employee, if qualified, will have the right to displace the least senior employee in the Kidstop Instructor's unit in the School District. Failure to accept the position will be viewed as a resignation by the employee.

Subd. 2. Recall List: A regular employee who has been displaced due to a layoff will be placed on a recall list. When a position becomes available, the most senior qualified employee will be recalled first. If the employee fails to report to work upon two (2) weeks notice of recall, this will cause the employee to lose all recall rights.

Subd. 3. Recall Period: A regular employee will be kept on the recall list up to twelve (12) months after the layoff if no position has been offered.

Subd. 4. Assignment Reduction – More Than Two Hours: When a reduction in assignment of more than two (2) hours per day occurs, the following steps will be taken: a) the incumbent is offered the option of retaining the position; or b) if the incumbent declines the reduced position, the employee, if senior, will have the right to bump the least senior employee within the site having equal hours or the greatest hourly assignment best matching his/her previous assignment. If such right is not utilized, the employee may bump the least senior person in the unit who has similar hours or a similar shift (AM/PM). The bumped employee, if senior, will have rights to bump the least senior employee within the unit having equal hours or the greatest hourly assignment best matching his/her previous assignment. The person then bumped will only have rights to bump the least senior employee in the unit or may elect to take an open position.

Subd. 5. Full-time employees. When a reduction or elimination of a full-time assignment occurs, the employee will have the right to displace the least senior full-time employee in the unit who has similar hours or a similar shift (am/pm). The bumped employee, if senior, will have the right to bump the least senior full-time employee within the unit. The person then bumped will have the right to bump the least senior employee in the unit or may elect to take an open position.

In the event of a full-time permanent vacancy, a displaced Kidstop Instructor will be offered the position in seniority order.

**ARTICLE VII  
GROUP INSURANCE**

**Section 1. Health and Hospitalization Insurance for full-time employees (employees scheduled to work 32 or more hours weekly):** The selection of insurance carriers and policies will be made by the School District.

Subd. 1 Basic Group Health and Hospitalization Plans:

a) Single Coverage:

- 1) The School District will pay the total premium cost for Single coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
- 2) The School District will pay up to a maximum of \$473.76 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

b) Employee +1 Coverage:

- 1) The School District will pay seventy-five percent (75%) of the total premium cost for Employee +1 coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
- 2) The School District will pay up to a maximum of \$710.96 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

c) Family Coverage:

- 1) The School District will pay seventy-five percent (75%) of the total premium cost for Family coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
- 2) The School District will pay up to a maximum of \$1,137.49 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

d) VEBA Contribution:

- 1) For those employees who elect to participate in the deductible health and hospitalization plan, the School District will make an annual contribution to a VEBA trust for the employee as follows:
  - For employees who select Single coverage, the School District will contribute \$504 annually.

- For employees who select Employee +1 coverage, the School District will contribute \$1020 annually.
  - For employees who select Family coverage, the School District will contribute \$1200 annually.
- 2) Employees who elect to participate in the deductible health and hospitalization plan as first time participants effective July 1, 2009 or effective July 1, 2010 will receive the full annual School District contribution to the VEBA trust upon their enrollment.
  - 3) Employees who are continuing participation in the deductible health and hospitalization plan from the prior year and/or employees who elect to participate in the deductible health and hospitalization plan with an effective date after July 1, 2010 will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.
  - 4) The School District will pay the cost for the administration of the deductible health and hospitalization plan and any trustee fees.

Subd. 3. Married Couples in District with Family Coverage: When an employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one employee will be provided the contribution for Family coverage in the plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for Single coverage of the plan will be credited toward the premium cost of the Family/Employee +1 plan elected by the employees. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 4. Group Term Life Insurance: The School District will pay the premium for group term life insurance for all full-time employees employed by the School District who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time employees who qualify and enroll will be covered by group term life insurance up to the employee's base annual salary calculated to the nearest \$500.

Subd. 5. Supplemental Group Term Life Insurance: Full-time Kidstop Instructors will have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Subd. 2 of this Section, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000 or \$125,000 not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deduction.

Subd. 6. Long-Term Disability Income Protection: The School District will pay the premium for employee coverage in the existing long-term disability income protection plan of the School District for all full-time employees employed by the School District who qualify for and enroll in such coverage. This coverage will apply up to the employee's base annual salary.

Subd. 7. Dental Insurance:

- a) Single Coverage: The School District will pay a sum of \$29.00 per month for individual coverage for each full-time Kidstop Instructor employee who qualifies for and enrolls in the School District's group dental insurance plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

- b) Family Coverage: Full-time employees who qualify for and enroll for family/dependent coverage in the School District's group dental insurance plan will pay the full cost of the premium minus the School District's contribution for single coverage. The premium will be paid by payroll deduction.

**Section 2. Health and Hospitalization Insurance for part-time employees (employees scheduled to work 30 hours but less than 32 hours weekly)**: The selection of insurance carriers and policies will be made by the School Board.

Subd. 1. Basic Group Health and Hospitalization Plans:

a) Single Coverage:

- 1) The School District will pay the total premium cost for Single coverage for each part-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
- 2) The School District will pay up to a maximum of \$460.45 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

- b) Employee +1 and Family Coverage: The employee may choose to purchase Employee +1 coverage or Family coverage at the cost of the Employee +1 coverage or Family coverage premium minus the monthly sum contributed by the School District towards the Single coverage rate described in Subd.1.a., of this Section

Subd. 2. VEBA Contribution:

- a) For those employees who elect to participate in the deductible health and hospitalization plan, the School District will make an annual contribution to a VEBA trust for the employee as follows:
- For employees who select Single coverage, the School District will contribute \$504 annually.
  - For employees who select Employee +1 coverage, the School District will contribute \$1020 annually.
  - For employees who select Family coverage, the School District will contribute \$1200 annually.
- b) Employees who elect to participate in the deductible health and hospitalization plan as first time participants effective July 1, 2009 or effective July 1, 2010 will receive the full annual School District contribution to the VEBA trust upon their enrollment.
- c) Employees who are continuing participation in the deductible health and hospitalization plan from the prior year and/or employees who elect to participate in the deductible health and hospitalization plan with an effective date after July 1, 2010 will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.
- d) The School District will pay the cost for the administration of the deductible health and hospitalization plan and any trustee fees.

**Section 3. Eligibility:**

**Subd. 1. Active Employees:** Those employees working a full school year schedule consisting of thirty-two (32) or more hours per week will be considered full-time for purposes of eligibility for group insurance. Qualifications will include those established by the School District and the carrier of the coverage. Part-time employees, employees working 30 hours but less than 32 hours, qualify only for the District's basic health and hospitalization plan.

**Subd. 2. Employees on Leave of Absence:** Employees on paid and unpaid leaves of absence may continue participation in the District health and life insurance plan(s) in accordance with COBRA and FMLA regulations. Employees on a paid leave of absence must pay their portion of the premium (if any). Employees on unpaid leaves must pay the full premium cost of coverage if the employee is not eligible for FMLA protection(s) or the employee is eligible for FMLA but more than twelve (12) weeks has elapsed since the beginning of the leave.

**Section 4. Enrollment:** All employees qualifying will enroll for such coverages in accordance with the procedures established by the School District.

**Section 5. Claims Against the School District:** It is understood that the School Districts' obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 6. Duration of Insurance Contribution:** An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution will cease effective on the last day of the month in which employment terminations.

**Section 7. Insurance Program Eligibility in the Event of Retirement:** A Kidstop Instructor who retires is eligible to participate in the health/hospitalization plan upon retirement per Minnesota statute, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier.

**Section 8. Section 125 Plan:** The district will provide a Section 125 Plan under the Internal Revenue code for all employees.

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

**Subd. 2. Plan Year:** The plan year will be determined by the School Board. There are three components to the plan:

- Health insurance premium deduction with pre-tax dollars
- Dependent care reimbursement account
- Medical expense reimbursement account

**Section 9. Deferred Compensation Programs:** In accordance with Section 457 or 403b of the Internal Revenue Code and Minnesota Statute §356.24, the School District will match the contribution of an eligible Kidstop Instructor 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 Districts' guidelines for approval. The contribution and match are forwarded each pay period to the plan account.

**Subd. 1. Maximum District Annual Match:**

<u>Eligibility</u>	Effective July 1, 2007 - Maximum District Annual Match Amounts For 12 Month Employees	Effective July 1, 2007 - Maximum District Annual Match Amounts For 10 ½ Month Employees
3 years of service	\$280*  (The District will match up to \$11.67 per pay check up to a maximum of \$280 per year.)	\$280*  (The District will match up to \$14.74 per pay check up to a maximum of \$280 per year.)
5 years of service	\$360*  (The District will match up to \$15.00 per pay check up to a maximum of \$360 per year.)	\$360*  (The District will match up to \$18.95 per pay check up to a maximum of \$360 per year.)
10 years of service	\$720*  (The District will match up to \$30.00 per pay check up to a maximum of \$720 per year.)  Effective 07/01/09: (The District will match up to \$35.00 per pay check up to a maximum of \$840 per year.)	\$720*  (The District will match up to \$37.89 per pay check up to a maximum of \$720 per year.)  Effective 07/01/09: (The District will match up to \$44.21 per pay check up to a maximum of \$840 per year.)

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

**ARTICLE VIII  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1. Earn:** All Kidstop Instructors will accrue sick leave at the rate of one (1) day per month worked, up to a maximum of twelve (12) days annually.

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

Subd. 3. Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to personal illness which prevented attendance and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.

Subd. 4. Medical Verification: If there is a question as to the eligibility of an employee for sick leave, the School District reserves the right to verify the illness. In the event that a medical certificate will be required, the employee will be so advised by the School District.

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

Subd. 6. Approval: Sick leave pay will be approved only upon submission of a timely request in accordance with District procedure and subject to available balance. Employees will be entitled to request sick leave in one- hour increments.

Subd. 7. Utilization of Sick Leave Benefits during Absences Covered by Workers' Compensation:

- a) Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation payment.
- c) Such payment will be paid by the School District to the employee only during the period of disability.
- d) In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e) An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act, who elects to receive sick leave pursuant to this Agreement, will submit the Workers' Compensation check endorsed to the School District prior to receiving payment from the School District for this absence.
- f) An employee who is unable to perform his/her duties and responsibilities due to an injury which occurs during the duty day as a result of a student-related incident, will be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a. through e. of this Subdivision.
- g) If a Kidstop Instructor incurs an injury as described in Subd. f above, and such injury causes the employee to work less than full-time, the district will continue to contribute

its share of the cost of the health and hospitalization insurance plan that the employee is enrolled in.

**Section 2. Family Illness:** Kidstop Instructors may be granted up to ten (10) days of absence per year, upon approval of the Assistant Superintendent, Human Resources, for illness in the Kidstop Instructor's or spouses immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Those days will be deducted from accrued sick leave.

**Section 3. Bereavement Leave:**

**Subd. 1. Use – Immediate Family:** Kidstop Instructors will be granted up to but not to exceed five (5) days for absence due to death of each member of the employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave.

**Subd. 2. Use – Not Immediate Family:** Absence due to the death of a person, not listed in Subd. 1 will be limited to one (1) day per year. Such absence will be deducted from accrued sick leave.

**Section 4. Child Care/Adoption Leave:**

**Subd. 1. Purpose:** An employee, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The employee will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Employees may be granted partial leaves of absence appropriate to the job assignment.

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

**Subd. 3. Use of Sick Leave for Pregnancy:** If the reason for the leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery.

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

**Subd. 5. Date of Leave:** The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the employee and the Assistant Superintendent, Human Resources. In determining the date of the commencement and

duration of the leave, the Assistant Superintendent, Human Resources will review each case on its individual merits taking into consideration the following:

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

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

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

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

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

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

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

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

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

Subd. 12. Experience Credit: An employee who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the

commencement of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

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

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

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

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

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

**Section 5. Long-Term Leave:** Kidstop Instructors who have a minimum of three (3) years experience in the School District may apply for an unpaid leave of absence once during their district employment, due to health reasons, education, retraining or career change, approved travel or election to political office. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

**Subd. 1. Requests:** Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources. Normally, the number of staff on approved leave at any given time will not exceed two (2).

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

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

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

**Subd. 5. Notice to Return:** An employee on long-term leave will be sent a letter of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave. The employee shall lose all re-employment rights if the employee refuses or fails to return the letter of assignment by certified mail within ten (10) days.

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

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

**Section 6. Jury Service:** An employee summoned to jury duty will be granted time off with pay.

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

Subd. 2. Remittance of Stipend: Employees who receive a stipend for a jury service are to reimburse the School District for the amount received, minus the mileage and parking allowance if they were on jury duty during school time.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subds. 1 and 2 are met. Failure to do so will result in a cost of sub deducts.

**Section 7. Personal Leave:** A Kidstop Instructor will be granted a leave of no more than one (1) day per year, accumulative to five (5) days, for personal situations which cannot be attended to when the Kidstop program is not in session. Request for personal leave must be submitted according to established procedures at least three (3) days in advance, except in the event of emergencies.

At no time will more than four percent (4%) of Kidstop Instructors be granted personal leave under this section on any given day.

**Section 8. Short-Term Leave (Ten (10) Days or Less):** Kidstop Instructors may apply for a short term leave of absence:

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

Subd. 2. Duration: Full-time Kidstop Instructors may be granted short-term leave for not more than ten (10) working days during the term of this Agreement. Part-time Kidstop Instructors may be granted short-term leave for not more than fifteen (15) working days per year.

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

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

Subd. 4. Approval: Short term leave must be approved by Human Resources.

Subd. 5. Eligibility-Full-time: Short-term leave will normally be available no more than once per year during the term of this Agreement for full-time Kidstop Instructors.

Subd. 6. Eligibility-Part-time: Short term leave will normally be available no more than fifteen (15) days per year during the term of this Agreement for part-time Kidstop Instructors.

Subd. 7. Limit: The number of staff on short term approved leave will normally not exceed two (2). On designated non-school program days, this limit will not be applicable.

**Section 9. Religious Holiday Leave:** A Kidstop Instructor may be granted up to three (3) days of religious holidays. Instructors must make application to Human Resources at least three (3) days prior to the religious holiday. Upon approval, Human Resources will notify the instructor's immediate supervisor to make the necessary arrangements allowing the instructor to make up the days at some other prearranged time. However, an instructor may utilize provisions outlined in Section 7, Personal Leave, if so desired. If the instructor chooses none of the options as outlined herein, leave may be granted with full loss of pay. (At no time will more than three (3) of the Kidstop Instructors be granted Religious Holiday leave.)

**Section 10. Eligibility for Leave Benefits:** An employee who is regularly scheduled to work ten and one-half (10-1/2) hours or more per week will be eligible for the leave benefits provided in this Article. Summer only or seasonal employees shall not qualify for leave benefits.

## **ARTICLE IX GRIEVANCE PROCEDURE**

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

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

**Section 3. Definitions and Interpretations:**

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

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein will be timely if it bears a postmark of the United States mail within the time period.

**Section 4. Time Limitation and Waiver:** Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a

grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

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

**Subd. 1. Informal Discussions:** Informal discussions will take place between the grievant and his/her supervisor. Through these discussions the parties will attempt to resolve the problem.

**Subd. 2. Level I:** If the grievance is not resolved through informal discussions, the employee may submit the item in writing to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee will issue a decision in writing to the parties involved.

**Subd. 4. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this Level, and report its findings and recommendations to the School Board. The School Board will then render its decision.

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

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

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

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

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

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

Subd. 4. Hearing: The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the PELRA.

Subd. 6. Expenses: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party.

The parties will share, equally, fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters on inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## ARTICLE X DURATION

**Section 1. Terms and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing upon the date of its execution through June 30, 2010, and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to the commencement of school in 2010, a Kidstop Instructor will be compensated according to the last individual rate of pay executed between the Kidstop Instructors and the School District until such time that a successor agreement is executed. If the Kidstop Instructors' desire to modify or amend this Agreement commencing on July 1, 2010, they will give written notice of such intent no later than May 1, 2010, including complete language and detail of proposed changes. If such notice is not served, the School District will not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties will not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School Board and Kidstop instructors. The provisions herein relating to terms and conditions supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

**Section 4. Severability:** The provisions of this Agreement will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Agreement or the application of any provision thereof.