

ELK RIVER AREA SCHOOL DISTRICT



JULY 1, 2013
TO
JUNE 30, 2015

BETWEEN

INDEPENDENT SCHOOL DISTRICT 728

AND THE

DISTRICT 728 COORDINATORS ASSOCIATION

**MASTER
AGREEMENT**

Our **mission** is to **educate, inspire & empower** our **diverse** learners,
to shape their **futures**, to accomplish their **dreams** and to contribute **positively** to our local and global **communities**.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Purpose	1
2 Recognition of Exclusive Representative	1
2.1 Recognition	
2.2 Appropriate Unit	
3 Definitions	1
3.1 Terms and Conditions of Employment	
3.2 School District	
3.3 Special Education Coordinators	
3.4 Duty Year	
3.5 Modification in Calendar, Length of School Day	
3.6 Extended Contract Days	
3.7 Work Day	
3.8 Work Week	
3.9 Full-Time Employment Status	
3.10 Part-Time Employment Status	
3.11 Master Agreement Coverage	
3.12 Other Terms	
4 School District Rights	4
4.1 Inherent Managerial Rights	
4.2 Management Responsibilities	
4.3 Effect of Laws, Rules, and Regulations	
4.4 Reservation of Managerial Rights	
5 Group Insurance	5
5.1 Eligibility Requirements for All Insurance Programs	
5.2 Qualifications	
5.3 Continuation of Benefits	
5.4 Health and Hospitalization	
5.5 Life	
5.6 Long-Term Disability	
5.7 Dental	
5.8 Liability and Property	
6 Section 105 Plan	8

6.1	Purpose	
6.2	Contribution	
6.3	Balance Roll Over	
6.4	Interest Earned on Funds	
6.5	Benefits in the Event of the Death of a Coordinator	
7	403(B) Matching Retirement Plan	9
7.1	Purpose	
7.2	Eligibility	
7.3	Definition of Continuous Employment	
7.4	Matching Contributions	
7.5	Matching Payment Schedule	
7.6	Maximum Contribution	
7.7	Transition Between Plans	
7.8	Ten (10) Year Coordinators	
7.9	Discharge Restrictions	
7.10	Benefits in the Event of the Death of a Coordinator	
7.11	State and Federal Requirements	
8	Compensation for Unused Sick Leave and Personal Leave	13
8.1	Purpose	
8.2	Eligibility	
8.3	Discharge Restrictions	
8.4	Amount of Unused Sick Leave Days Credit	
8.5	Contributions to Other Accounts	
8.6	Contributions from Other Accounts	
8.7	Rate of Compensation	
8.8	Payment	
8.9	Benefits in the Event of the Death of a Coordinator	
8.10	State and Federal Requirements	
8.11	Restrictions	
9	State of Minnesota Post Retirement Health Care Savings Plan.....	15
9.1	Purpose	
9.2	Eligibility	
9.3	Benefit Amount	
9.4	Restrictions	
10	Holidays	16
11	Leaves of Absence	17
11.1	Sick Leave	
11.2	Illness of Immediate Family	
11.3	Bereavement Leave	

11.4	Personal Leave	
11.5	Emergency Leave	
11.6	Maternity Leave	
11.7	Jury Duty	
11.8	Coordination of Leaves for a Sabbatical Leave	
11.9	Medical Leave	
11.10	Adoption Leave	
11.11	Other Leaves of Absence	
11.12	Unrequested Leave of Absence	
12	Professional Dues	22
13	Coordinator Improvement Plan.....	22
13.1	Instructional Supplies and Workshops	
13.2	Carry Over	
14	Mileage	22
15	Schedule and Step Placement	23
15.1	Initial Schedule and Step Placement	
15.2	Step Advancement After the Initial Placement	
15.3	Salary Schedule Advancement	
15.4	Withholding Salary Increases	
15.5	Notification to Withhold	
16	Grievance Procedure	24
16.1	Definition	
16.2	Representative	
16.3	Definitions and Interpretations	
16.4	Time Limitation and Waiver	
16.5	Resolution of Grievance	
16.6	School Board Review	
16.7	Denial of Grievance	
16.8	Arbitration Procedures	
17	Duration	28
17.1	Terms and Reopening Negotiations	
17.2	Effect	
17.3	Finality	
17.4	Severability	
	Salary Schedule	30

ARTICLE 1: PURPOSE

This Agreement is entered into between Independent School District No. 728, Elk River, Minnesota, hereinafter referred to as the School District, and the Elk River District 728 Coordinators Association, hereinafter referred to as the Association, 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 Coordinators during the duration of this Agreement.

ARTICLE 2: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with the PELRA, the School District recognizes the Elk River District 728 Coordinators Association as the Exclusive Representative of Coordinators employed by the School District. The Association, as Exclusive Representative, shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

2.2 Appropriate Unit

The Association shall represent all Coordinators employed by the School District as defined in this Agreement and the PELRA.

ARTICLE 3: DEFINITIONS

3.1 Terms and Conditions of Employment

“Terms and conditions of employment” means the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired Coordinators or severance pay), and the employer’s personnel policies affecting the working conditions of Coordinators. In the case of the Coordinators, the term does not mean the educational policies of the School District. “Terms and conditions of employment” is subject to the provisions of PELRA.

3.2 School District

For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

3.3 Special Education Coordinators

“Coordinator” means all Special Education Coordinators employed by Independent School District No. 728, Elk River, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14, excluding supervisory, confidential, and all other employees.

3.4 Basic Work Year

The specific duty days for the calendar period July 1 to June 30 each contract year shall be

established by the School Board, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The basic work year shall consist of two hundred five (205) duty days of which six (6) days will be designated as paid holidays.

3.5 Modification in Calendar, Length of School Day

- 3.5.1 In the event of energy shortage, severe weather or other exigency, the School District reserves the right to modify the school calendar. If school is closed on a normal duty day(s), the Coordinator shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.
- 3.5.2 In the event of energy shortage, severe weather or other exigency, the School District may modify the duty day or duty week, but 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.
- 3.5.3 In the event that Coordinator duty days are not scheduled for the regular duty year, as specified in Section 3.4, the Coordinator's compensation and benefits shall be reduced on a prorated basis.
- 3.5.4 Prior to adjusting the calendar, duty day, or duty week, the School District shall afford the Association the opportunity to meet and confer on such matters.
- 3.5.5 In the event the School District changes to a flexible and/or split shift school year schedule, this Agreement shall be reopened to negotiations.

3.6 Additional Contract Days

- 3.6.1 By mutual agreement between the School District and the Coordinator(s) additional contract days beyond the basic work year described in Section 3.4 not to exceed five (5) days per contract year (July 1 through June 30) may be assigned
- 3.6.2 Any additional contract days will be compensated at the Coordinator's daily rate of pay.
- 3.6.3 Coordinators who are assigned additional contract days will not gain continuing contract rights to the additional contract days. Any contractual or statutory rights that apply to the basic work year portion of the Coordinator's contract will not apply to the additional contract days when the additional contract days are reduced or eliminated.

3.7 Basic Work Day

The basic work day of a full-time Coordinator will be prescribed by the School District and will consist of a minimum of eight (8) hours of actual work, excluding a meal break.

3.8 Basic Work Week

The basic work week will be determined by the supervisor. The work week may be changed by

mutual agreement between the supervisor and the Coordinator(s) to include evenings, holidays, Saturdays and/or Sundays as required by the needs of the School District to provide services. Any deviation from the prescribed basic work week schedule by the Coordinator must have prior approval from the Coordinator's supervisor.

3.9 Full-Time Employment Status

A full-time Coordinator shall mean any Coordinator who is contracted for a minimum of two hundred five (205) consecutive, eight (8) hour duty days.

3.10 Part-Time Employment Status

A part-time Coordinator shall mean any Coordinator who is contracted less than a minimum of two hundred five (205) consecutive duty days and/or for less than eight (8) hours per duty day.

3.11 Master Agreement Coverage

3.11.1 A Coordinator will be paid according to the Elk River District 728 Coordinators Association Master Agreement's salary schedule for their School Board approved full-time equivalency (FTE) assignment as a Coordinator.

3.11.2 A Coordinator must be contracted, in a school year, a minimum of one hundred (100) consecutive duty days at a minimum of .5 full-time equivalency (FTE) either as a Coordinator or as a combination of Coordinator and Teacher, in order to be eligible for benefits under the Elk River District 728 Coordinators Association Master Agreement.

3.11.3 Benefits afforded under the Elk River District 728 Coordinators Association Master Agreement will be provided based upon the Coordinator's School Board approved contract's full-time equivalency (FTE) either as a Coordinator or as a combination of Coordinator and Teacher.

3.11.3.1 A Coordinator will be eligible for benefits when a Coordinator's School Board approved assignment is greater than one-half (1/2) time as a Coordinator. If the Coordinator's School Board approved assignment is one-half (1/2) time or less as a Coordinator, the Coordinator will receive benefits under the Elk River Education Association Master Agreement. Benefits cannot be blended, stacked or provided under both contracts.

3.11.3.2 The Elk River Education Association Master Agreement and the Elk River District 728 Coordinators Association Master Agreement and also individual benefits may have additional requirements and/or restrictions that the Coordinator must meet in order to be eligible for individual benefits.

3.11.3.3 For the purposes of this Section, the term "benefits" includes, but is not limited to, the provisions of the following Articles: 5.0 – Group Insurance; 6.0 – Section 105 Plan; 7.0 – 403(B) Matching Retirement Plan; 8.0 – Compensation for Unused Sick Leave; 10.0 – Leaves of Absence (except 10.10 Unrequested Leave of Absence); 11.0 – Professional Dues; and 13.0 – Coordinator Improvement Plan.

3.12 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE 4: SCHOOL DISTRICT RIGHTS

4.1 Inherent Managerial Rights

The Association recognizes that the School District 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

4.2 Management Responsibilities

The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

4.3 Effect of Laws, Rules, and Regulations

4.3.1 The Association recognizes that all Coordinators covered by this Agreement shall perform the services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District.

4.3.2 The Association also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

4.3.3 Any provisions of this Agreement found to be in violation of such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

4.4 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 District.

ARTICLE 5: GROUP INSURANCE

5.1 Eligibility Requirements for All Insurance Programs

A Coordinator is eligible for any insurance benefit coverage only if the Coordinator qualifies for and

enrolls in the School District plan(s). A Coordinator must meet insurance carrier qualifications in order to be eligible for any insurance benefit plan coverage.

If increases in insurance benefits occur, those increases will be in force after the proper applications are completed and submitted to the insurance carriers and after the insurance carriers have approved the applications and all requirements and waiting periods are met.

5.2 Qualifications

In order to qualify for any insurance coverage, the Coordinator must meet the requirements and qualifications established by the insurance carrier. For all insurance programs, it is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. A Coordinator is eligible for School District contribution as provided herein as long as the Coordinator is employed and on paid status by the School District. Upon termination of employment, all School District contribution shall cease.

5.3 Continuation of Benefits

The School District shall pay the School District's portion of any insurance premium due, per Workers' Compensation claim, for a period up to a maximum of one hundred, twenty (120) calendar days after a Coordinator is off the payroll status, is disabled, and is receiving benefits under the School District's Workers' Compensation policy.

5.4 Health and Hospitalization

5.4.1 The School District shall provide a group health and hospitalization insurance plan for Coordinators. The cost of the single coverage premium will be paid for by the School District. If a Coordinator elects to purchase the family plan coverage, the School District will pay for ninety-five percent (95%) of the total premium for the family plan coverage. Any Coordinator who qualifies for and is enrolled in the School District group health and hospitalization plan and who is regularly scheduled to be employed by the School District a minimum of twenty (20) hours or more per week shall receive a prorated contribution from the School District towards such coverage.

5.4.2 Any additional cost of the premium shall be borne by the Coordinator and paid by payroll deduction.

5.4.3 Coordinators who retire and have at least ten (10) years of continuous service to the School District may continue participation in the group health and hospitalization plan upon paying the School District the full policy premium thirty (30) days in advance of the period of coverage, if the insurance carrier providing the coverage allows such participation. This Article is subject to the insurance plan(s) in existence at the time of the Coordinator's retirement, which plan(s) require(s) those eligible to maintain Medicare coverage, with the School District group health and hospitalization insurance policy becoming supplemental thereto.

Section 5.4.3 is subject to current state and federal laws which will take precedence over

contract language. In the absence of any state and federal law governing the continuation of health insurance coverage after a Coordinator's retirement, Section 5.4.3 will prevail.

5.5 Life Insurance

- 5.5.1 The School District shall contribute an amount equal to the full premium per month toward the premium for each Coordinator and if coverage is available to the School District by the carrier who are regularly scheduled to work twenty (20) hours or more per week employed by the School District who qualify for and are enrolled in the School District's group term-life insurance plan and who elect coverage-
- 5.5.2 The School District shall provide for all benefits eligible Coordinators group term-life insurance coverage in an amount that is twice the amount of the Coordinator's salary to a maximum benefit of one hundred seventy-five thousand and 00/100 dollars (\$175,000.00) The cost of the insurance premium will be paid by the School District for those who qualify for and are enrolled in the School District group term-life insurance plan.
- 5.5.3 A Coordinator will have the option to purchase additional amounts of term life insurance in increments of five thousand and 00/100 dollars (\$5,000.00) subject to the approval of the insurance carrier. The cost of any additional insurance will be paid for by the Coordinator.
- 5.5.4 The maximum amount of combined benefit of the group term life insurance that the School District purchases on behalf of the Coordinator and the additional group term life insurance that the Coordinator purchases shall not exceed one hundred seventy-five thousand and 00/100 dollars (\$175,000.00).

5.6 Long-Term Disability Insurance

- 5.6.1 The School District shall contribute an amount equal to the full premium per month for each Coordinator who is regularly scheduled to work twenty (20) hours or more per week employed by the School District, who qualifies for and ~~are~~ is enrolled in the School District group long-term disability insurance plan
- 5.6.2 A Coordinator is eligible for School District contributions as provided in this Article as long as the Coordinator is employed by the School District, actively working in the School District or on approved sick leave. Upon termination of employment, all School Board participation and contribution shall cease effective on the last working day.
- 5.6.3 The benefit levels will be as follows:
- A. Sixty (60) consecutive calendar day waiting period.
 - B. Two-thirds (2/3) of Coordinator's gross salary benefit payments.
 - C. The School Board agrees to pay the full premium of such policy that pays up to a maximum monthly benefit payment of six thousand three hundred eighty-nine and 00/100 dollars (\$6,389.00).

5.7 Dental Insurance

- 5.7.1 The School District shall offer group dental insurance and contribute the cost of the single premium for all full-time Coordinators and a pro-rata portion for all part-time Coordinators, who qualify for and enroll in the School District group dental insurance plan.
- 5.7.2 Employees may elect to purchase group family dental insurance coverage, through the School District's plan, providing such coverage is available and the Coordinator and family qualify for coverage. The School District will contribute forty and 00/100 dollars (\$40.00) per month, in addition to the cost of the single premium, towards the cost for family coverage. The total School District contribution will be pro-rata for part-time Coordinators. The difference between the School District contribution and the premium shall be paid by the Coordinator through payroll deduction.

5.8 Liability and Property Insurance

The School District shall procure insurance against liability of the School District and its officers and Coordinators for damages resulting from its torts and those of its officers, employees, and agents pursuant and subject to Minnesota Statutes Section 466.01 through 466.12. The insurance shall be for the purposes stated in Section 466.07 requiring the School District to indemnify any of its officers and employees provided that the officer or Coordinator was acting in the performance of the duties of the position and was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

ARTICLE 6: SECTION 105 PLAN

6.1 Purpose

The Section 105 Medical Savings Plan provides each Coordinator an account with money contributed by the School District. The intent of the program is for the money to remain in the fund during the Coordinator's career and eventually be used, by the Coordinator, for reimbursement of post-employment qualified health expenses. The plan also allows the use of the money to pay for immediate medical needs. Planning and the proper use of the School District's Section 125 Flexible Benefits Program would also be another financial approach to meet immediate medical needs. School District contributions to the Section 105/Health Reimbursement Arrangement (HRA) will sunset effective December 31, 2013.

6.2 Contribution

The School District will annually contribute one thousand and 00/100 dollars (\$1,000.00) per Coordinator and a pro rata portion for part-time Coordinators to an Internal Revenue Code Section 105 plan.

6.3 Balance Roll Over

Should the IRS rule that such plans may not "roll over" the account balance from one year to the next, or should such "roll overs" be subject to income tax, or should restrictions otherwise not acceptable to one of the parties be promulgated by regulations, the parties will meet to mutually determine how the benefit will be extended to Coordinators. No plan shall be agreed to which

denies the Coordinators the full benefit of the School District contribution.

6.4 Interest Earned on Funds

The parties agree that any interest earned by these funds shall remain with the School District to pay administrative costs.

6.5 Benefits in the Event of the Death of a Coordinator

- 6.5.1 Upon resignation, the balance of a Coordinator's Section 105 Plan will be contributed in a one (1) lump sum payment to the State of Minnesota Post Retirement Health Care Savings Plan. The payment will be made within sixty (60) calendar days of the Coordinator's School Board approved resignation date.
- 6.5.2 In the event of the death of a Coordinator who has funds remaining in their Section 105 Plan account at the time of their death, the funds cannot be deposited into the State of Minnesota Post Retirement Health Care Savings Plan, Instead the Section 105/HRA Plan Document will stipulate the allowable payment of the remaining funds.
- 6.5.3 In no event will the School District be obligated to pay any amounts greater than authorized by applicable state statutes or regulations or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the Coordinator to the appropriate fund and no claim shall be made against the School District as a result of the State of Minnesota Post Retirement Health Care Savings Plan.

ARTICLE 7: 403(B) MATCHING RETIREMENT PLAN

7.1 Purpose

The 403(B) Matching Retirement Plan provides a means for Coordinators to receive early retirement benefit money prior to actually retiring. Through this program, eligible Coordinators are encouraged to take greater control of their retirement by saving for retirement with the incentive of using pretax dollars and a matching contribution by the School District. Participants can invest in a variety of fund options and the earnings are tax deferred until the time of withdrawal. Earlier investment with participation by the School District allows an opportunity for Coordinators to plan an earlier retirement than would be available to them than by relying solely on Teachers Retirement Association (TRA), Old-Age, Survivors and Disability Insurance (OASDI) and the Federal Insurance Contributions Act (FICA) .

7.2 Eligibility

- 7.2.1 A Coordinator, upon meeting the eligibility requirements set forth in Article 7, shall be eligible to participate in this 403(B) Matching Retirement Plan, pursuant to Minnesota Statute Section 356.24.
- 7.2.2 To qualify for and participate in the Elk River Area Schools' 403(B) Matching Retirement

Plan, a Coordinator must have completed three (3) full schools years of continuous service with Independent School District 728 in the Elk River District 728 Coordinators Association by June 30 of a calendar year. Upon completion of the requirements for eligibility, participation will begin with the first paycheck in a fiscal year. If an eligible Coordinator does not elect to participate prior to receiving the first check of the fiscal year, the Coordinator may later elect to participate, effective the first paycheck following ten (10) work days after the required enrollment forms are received in the payroll department. The benefit amount per check will not be retroactive and the maximum annual matching contribution by the School District will be prorated in the first year of participation.

- 7.2.3 In addition, to qualify for and participate in the Elk River Area Schools' 403(B) Matching Retirement Plan and receive a matching contribution, a Coordinator must be School Board approved, as of July 1, to work a minimum of twenty (20) hours per week. A Coordinator, who falls below the minimum number of hours of eligibility during the Coordinator's contracted year, will not be eligible to receive the match for the remainder of the Coordinator's contract year.

7.3 Definition of Continuous Employment

Partial years of service of one hundred eighty (180) consecutive calendar days or more will be considered as a complete year of service. Partial years of service less than one hundred eighty (180) consecutive calendar days will not be considered as a complete year of service and cannot be combined to make a complete year of service. Approved leaves of absence without pay will not sever continuous service but will not be credited towards the calculation of years of continuous service.

7.4 Matching Contributions

The School District will contribute to a plan for each Coordinator as permitted by Minnesota Statute Section 356.24. The School District will match the Coordinator's contribution on a dollar for dollar basis to a maximum provided for in Section 7.6; however, the Coordinator may contribute more than the School District's contribution. If the Coordinator contributes less than the maximum amount specified for the School District in Section 7.6, the School District's portion will be equally reduced; however, the maximum payment amount in Section 7.6 will not be affected. The School District's contribution will be made at approximately the same time as the Coordinator's contribution is deducted from the Coordinator's pay check.

7.5 Matching Payment Schedule

An eligible Coordinator will receive matching funds contributed by the School District each year the Coordinator contributes to the Coordinator's plan. The maximum matching contribution by the School District during any period of July 1 of one year through June 30 of the next year is two thousand and 00/100 dollars (\$2,000.00) for a full-time Coordinator and one thousand and 00/100 dollars (\$1,000.00) for a part-time Coordinator. The total accumulated contribution by the School District is subject to the maximum limits in Section 7.6.

7.6 Maximum Contribution

- 7.6.1 The School District's obligation for contributions in matching funds shall cease after the School District has contributed the following maximums in annual contributions according to Section 7.6 or in combination with other matching funds contributed by the School District on behalf of the Coordinator if the Coordinator was previously a member of a different bargaining unit: forty thousand and 00/100 dollars (\$40,000.00) for eligible full-time Coordinators; twenty thousand and 00/100 dollars (\$20,000.00) for eligible part-time Coordinators. In no event shall the School District be obligated to contribute more than forty thousand and 00/100 dollars (\$40,000.00) for eligible full-time Coordinators or twenty thousand and 00/100 dollars (\$20,000.00) for eligible part-time Coordinators.
- 7.6.2 A Coordinator who terminates employment with the School District prior to receiving the maximums provided in this Section is eligible only for payments made up to the effective date of the Coordinator's termination. The Coordinator is not eligible for any lump sum payments.

7.7 Transition Between Plans

- 7.7.1 A Coordinator, who was previously employed in Independent School District 728 in another position and was eligible to participate in another Independent School District 728 403(B) Matching Retirement Plan, is immediately eligible for participation in the 403(B) Matching Retirement Plan. A Coordinator who was previously employed in Independent School District 728 in another position but was not eligible to participate in another Independent School District 728 403(B) Matching Retirement Plan will be given credit towards the eligibility requirement for the 403(B) Matching Retirement Plan. One (1) year of service credit in the Elk River District 728 Coordinators Association will be given for every two (2) complete years of service in Independent School District 728 as a regular employee in another position.
- 7.7.2 Partial years will not count or be added together to make a full years credit. Credit will not be given for less than two (2) years of service.
- 7.7.3 Employees participating in either another Independent School District 728 403(B) Matching Retirement Plan or the Elk River District 728 Coordinators Association 403(B) Matching Retirement Plan are eligible only for the benefits afforded to the employee as members of the appropriate bargaining unit at the time of the employee's membership in the unit. Upon becoming a member of the Elk River District 728 Coordinators Association bargaining unit, a Coordinator will not receive any further contributions from the School District to any other 403(B) Matching Retirement Plan.

7.8 Ten (10) Year Coordinators

- 7.8.1 An eligible Coordinator employed prior to July 1, 1994, upon completion of ten (10) years of employment with the School District and an eligible Coordinator employed July 1, 1994, and after, upon completion of ten (10) years of employment in the School District as a Coordinator, is guaranteed in matching contributions a lump sum payment or a combination of both, a maximum School District contribution upon termination of employment from the

School District. Coordinators hired after June 30, 2015 will not be eligible for this benefit.

- 7.8.2 The guaranteed contribution for a full-time Coordinator is forty thousand and 00/100 dollars (\$40,000.00); the guaranteed contribution for a part-time Coordinator is twenty thousand and 00/100 dollars (\$20,000.00). Whether a Coordinator is full-time or part-time shall be determined by averaging the Coordinator's FTE time over the most recent ten (10) years. If it is determined that the Coordinator is part-time and the Coordinator has already received School District contributions in excess of twenty thousand and 00/100 dollars (\$20,000.00), the Coordinator shall be entitled to retain any such contributions.
- 7.8.3 The School District's obligation for contributions in matching funds shall cease after the School District has contributed the following maximums in annual contributions or in combination with other matching funds contributed by the School District on behalf of the Coordinator if the Coordinator was previously a member of a different bargaining unit.
- 7.8.4 If a Coordinator is eligible for a lump sum payment for the difference between the annual amounts contributed by the School District (Section 7.4) and the maximum amount provided for in this section, such lump sum payment will be paid to the Coordinator upon termination of employment from the School District. The lump sum payment shall be placed into an account established by the District on behalf of the Coordinator in the Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP) within sixty (60) days after termination of employment. The School District's annual contribution into the MSRS HCSP account must not exceed the Internal Revenue Service (IRS) contribution limit. If there is an amount remaining after the limit is reached, the School District will make a contribution up to the Internal Revenue Service (IRS) maximum in the following year(s).

7.9 Discharge Restrictions

A Coordinator who is discharged will not be eligible for any additional 403(B) Matching Retirement Plan. Matching payments made by the School District which are deposited in the discharged Coordinator's account at the time of the discharge are the property of the Coordinator.

7.10 Benefits in the Event of the Death of a Coordinator

In the event of a Coordinator's death, the Coordinator's estate will not be eligible for any additional 403(B) Matching Retirement Plan but will be eligible for the Guaranteed Maximum Payment (Section 7.5.1), if the Coordinator has met the eligibility requirements of Section 7.5.1 on the Coordinator's date of death, as though the Coordinator had terminated employment on the Coordinator's date of death.

7.11 State and Federal Requirements

It is the responsibility of the Coordinator to qualify within state and federal laws and regulations governing the 403(B) Matching Retirement Plan. In no event will the School District be obligated to contribute any amounts greater than authorized by Minnesota Statutes Subdivision 356.24, 465.72, 465.722 and other applicable statutes. It is understood that the School District's only obligation is to make the specified contributions and no claim shall be made against the School District as a result of this 403(B) Matching Retirement Plan.

ARTICLE 8: COMPENSATION FOR UNUSED SICK LEAVE AND PERSONAL LEAVE

8.1 Purpose

The Unused Sick Leave and Personal Leave Account is a severance pay program which allows eligible Coordinators employed prior to November 1, 1997, to save their sick leave and personal leave and if eligible, receive severance pay for the accrued days upon resignation.. The balance of the Unused Sick Leave and Personal Leave Account will be deposited, upon resignation, to the State of Minnesota Post Retirement Health Care Savings Plan to be used for reimbursement of post-employment qualified health expenses after termination of employment.

8.2 Eligibility

8.2.1 Any Coordinator employed full-time by Independent School District 728 prior to November 1, 1997, who is eligible for benefits under the Elk River District 728 Coordinators Association and who has completed fifteen (15) years of continuous full-time employment with the School District or ten (10) years of continuous full-time employment with the School District in the Elk River District 728 Coordinators Association, as calculated and verified by the Teacher's Retirement Association (TRA), shall be eligible for compensation for unused sick leave and personal leave upon submission of a written retirement resignation accepted by the School Board. Coordinators will be required to provide the School District written authorization for release of their service credit from the TRA for verification purposes.

8.2.2 Any Coordinator hired on or after November 1, 1997, is not eligible for benefits under Article 8.

8.3 Discharge Restrictions

Compensation for unused sick leave and personal leave shall not be granted to any employee who is discharged by the School District.

8.4 Amount of Unused Sick Leave Days Credit

An employee shall receive payment for all unused sick leave that they have in their personal accumulated sick leave account on the effective date of their retirement resignation up to a maximum total of two hundred forty (240) days.

8.5 Contributions to Other Accounts

Sick leave days that the employee has contributed to a Sick Leave Bank or to other accounts shall not be credited back to an employee's personal accumulated sick leave account for purposes of payments under Article 8.

8.6 Contributions from Other Accounts

A Coordinator shall not receive compensation for sick leave days that the Coordinator may have had contributed to his/her personal accumulated sick leave account from other sources.

8.7 Rate of Compensation

The rate of compensation will be one hundred fifty and 00/100 dollars (\$150.00) for each unused sick leave and personal leave day in the Coordinator’s personal accumulated account.

8.8 Payment

8.8.1 The rate of pay for unused Sick Leave and Personal Leave days will be as follows:

Accumulated Days		Rate of Pay
Sick + Personal	X	\$150.00 per day

8.8.2 Upon resignation, the balance of a Coordinator’s Unused Sick Leave and Personal Leave Account will be deposited in a one (1) lump sum payment to the State of Minnesota Post Retirement Health Care Savings Plan. The payment will be made within sixty (60) calendar days of the Coordinator’s School Board approved resignation date.

8.9 Benefits in the Event of the Death of a Coordinator

In the event of the death of a Coordinator who has met the service eligibility requirements of Section 8.2,-the deceased Coordinator’s estate will be entitled the same benefit as though the Administrator had terminated employment.

8.10 State and Federal Requirements

It is the responsibility of the Coordinator and/or the School District, whomever it is deemed appropriate, to adhere state or federal laws or regulations that may govern the payments of unused sick leave.

8.11 Restrictions

Should the Internal Revenue Service (IRS) and/or the Minnesota Department of Revenue rule that all or part of this contribution by the School District and/or this plan is in violation of state or federal laws, rules, or regulations, or should restrictions to the contribution or the plan be unacceptable to one of the parties, the parties will meet to mutually determine how the benefit will be extended to Coordinators. No plan shall be agreed to which denies the Coordinators the full benefit of the School District contribution.

**ARTICLE 9: STATE OF MINNESOTA POST RETIREMENT
HEALTH CARE SAVINGS PLAN**

9.1 Purpose

The State of Minnesota Post Retirement Health Care Savings Plan provides each Coordinator an account with money contributed by the School District. The intent of the program is for the money to remain in the fund during the Coordinator's career and eventually be used, by the Coordinator, to pay for the reimbursement of post-employment qualified health expenses during retirement. The plan originally became effective July 1, 2005.

9.2 Eligibility

A Coordinator shall become eligible upon completion of three (3) years of Coordinator service with Independent School District 728.

9.3 Benefit Amount

On or about July 1st of each contract year, the School District will contribute two hundred and 00/100 dollars (\$200.00) to an account established by the Coordinator in the State of Minnesota Post Retirement Health Care Savings Plan. Effective January 1, 2014 the School District will contribute an additional one thousand and 00/100 dollars (\$1,000.00) per Coordinator and a pro rata portion for part-time Coordinators.

9.4 Restrictions

Should the Internal Revenue Service (IRS) and/or the Minnesota Department of Revenue rule that all or part of this contribution by the School District and/or this plan is in violation of state or federal laws, rules, or regulations, or should restrictions to the contribution or the plan be unacceptable to one of the parties, the parties will meet to mutually determine how the benefit will be extended to Coordinators. No plan shall be agreed to which denies the Coordinators the full benefit of the School District contribution.

ARTICLE 10: HOLIDAYS

10.1.1 All Coordinators shall be granted six (6) holidays per year, with pay, coinciding with the school calendar as adopted by the School Board and which fall during the basic work year of the Coordinators.

10.1.2 Those holidays shall be:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Martin Luther King Day
- Memorial Day
- One (1) Other Day to be Selected by the School Board

10.1.3 President's Day is traditionally designated, by the School Board, as the holiday selected by

the School Board. President's Day is also traditionally designated as a "snow make-up" day.

- 10.1.4 If the School Board designated the President's Day holiday as a "snow make-up" day, the President's Day holiday will then be replaced by one (1) floating holiday. The floating holiday that would be granted to replace the President's Day holiday will only be granted to the Coordinator after the "snow-make up" day has occurred.
- 10.1.5 If a Coordinator is regularly scheduled to work on President's Day, the Coordinator will be granted one (1) floating holiday to replace the President's Day holiday. The floating holiday that would be granted to replace the President's Day holiday will only be granted to the Coordinator after the President's Day holiday has occurred.

ARTICLE 11: LEAVES OF ABSENCE

11.1 Sick Leave

- 11.1.1 All full-time Coordinators, and on a pro rata basis part-time Coordinators, shall earn sick leave at the rate of twelve (12) days per year of service in the employment of the School District.
- 11.1.2 Unused Sick Leave may accumulate to a maximum credit of two hundred forty (240) days of Sick Leave per Coordinator.
- 11.1.3 Sick Leave with pay shall be allowed by the School District whenever a Coordinator's absence is found to have been due to illness or injury which prevented her/his attendance at her/his job and performance of duties on that day or days.
- 11.1.4 The Administration may require a Coordinator to furnish a medical certificate from a qualified physician or dentist as evidence of illness, indicating such absence was due to illness or injury in order to qualify for Sick Leave pay. However, the final determination as to the eligibility of a Coordinator for Sick Leave is reserved to the School Board. In the event that a medical certificate will be required, the Coordinator will be so advised.

11.2 Illness of Immediate Family

- 11.2.1 Sick Leave may be granted in the event of the critical illness or injury of a member of the immediate family. Critical illness is defined as an illness or injury requiring a contact with a medical authority. The immediate family shall include spouse, child, parent, grandparent, grandchild, sister, brother, parent-in-law, daughter-in-law, and son-in-law of the Coordinator.
- 11.2.2 Sick Leave allowed shall be deducted from the accrued Sick Leave days earned by the Coordinator.
- 11.2.3 Sick Leave pay shall be approved only upon submission of a signed request upon the

authorized Sick Leave pay request form available at the School District office.

11.3 Bereavement Leave

- 11.3.1 Bereavement Leave, without the loss of pay, shall be granted for the death of immediate family members. The immediate family members include a spouse, child, parent, sister, brother, grandparent, grandchild, daughter-in-law, and son-in-law.
- 11.3.2 Bereavement Leave shall also be granted, for a period of up to three (3) days, depending upon the distance to travel, for the death of the Coordinator's or Coordinator's spouse's parent, sister-in-law, brother-in-law, grandparent-in-law, aunt, uncle, niece, nephew, first cousin or close friend. If the distance to travel is greater than five hundred (500) miles one (1) way, a fourth (4th) day will be granted. A fourth (4th) day may also be granted if the Superintendent of Schools deems the circumstances merit.
- 11.3.3 One (1) approved Bereavement Leave day shall be granted without deduction from sick leave. Any additional approved Bereavement Leave allowed shall be deducted from the accrued sick leave days earned by the Coordinator.

11.4 Personal Leave

- 11.4.1 A full-time Coordinator shall be granted three (3) Personal Leave days per year. A part-time Coordinator shall be granted Personal Leave on a pro rata basis. Personal Leave may accumulate to ten (10) days.
- 11.4.2 Personal Leave will be credited to Coordinators on the first day of the school year or on their day of employment if after the first day of the school year.
- 11.4.3 A written request for Personal Leave is to be made to the Executive Director of Labor Relations and Personnel Services through the Director of Special Services at least three (3) work days in advance, except in emergencies where an oral request through the Director of Special Services and Executive Director of Labor Relations and Personnel Services will be considered. Approval will be given pursuant to the following conditions:
- a. Personal Leave must be used in one-half (½) or full day increments.
 - b. No more than two (2) Coordinators may be on Personal Leave at the same time.
 - c. If more than the allocated numbers of Coordinators apply for any given day, the leave shall be granted in the order that the requests are received.
 - d. Ten (10) Personal Leave days may be used on consecutive days.

11.5 Emergency Leave

- 11.5.1 A full-time Coordinator will be granted two (2) days of leave for business of an urgent nature providing no other time is available. A part-time Coordinator shall be granted Emergency Leave on a pro rata basis. Emergency Leave pay shall be approved only upon submission of

a signed request upon the authorized request form available at the School District office. The request must be made to the Director of Special Services and then to the Executive Director of Labor Relations and Personnel Services and receive approval prior to the day the leave is taken. Unused leave shall accrue to a maximum of two (2) days.

11.5.2 The reason for the Emergency Leave day(s) must be submitted in writing on the official form, except for the items listed below. These are considered to be of a nature that may cause embarrassment if the reason is stated. A Coordinator may put a check by the general category of these items, and the leave shall be granted. These categories will be listed on the official request form:

- a. Adoption Business
- b. Family Business
- c. Legal Business

11.5.3 Should an embarrassing situation arise which is not covered by the three (3) check-off items, the Coordinator should complete the Emergency Leave day request form and state under "Reason" that a personal contact will be made with the Executive Director of Labor Relations and Personnel Services. Reasons not of an embarrassing nature will be stated in writing.

11.6 Maternity Leave

11.6.1 Coordinators may be granted leaves of absence with or without pay and fringe benefits, according to School Board policy and state and federal law, with the approval of the School Board.

11.6.2 A Coordinator shall notify the Superintendent, in writing, no later than the end of the fourth (4th) month of pregnancy, and also at that time, provide a physician's statement indicating the estimated date of delivery of the child. The Coordinator may submit a written request to the Superintendent for a Maternity Leave including commencement date and return date, or if the Coordinator so elects, a written resignation pursuant to the dates recommended by the Superintendent.

11.6.3 The effective beginning date of the leave and its duration shall be submitted by the Superintendent to the School Board for its action. In recommending the date of commencement and duration of the leave, the Superintendent shall review each case on its individual merits.

11.6.4 Failure of the Coordinator to return pursuant to the date determined without validated medical reason shall constitute grounds for termination of employment in the School District.

11.6.5 A Coordinator on Maternity 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 she wishes to retain, commencing with the exhaustion of paid time off and the expiration of the applicable FMLA period.. The right to continue participation in such group insurance programs, if the Coordinator does not return to the School District, is subject to

state and federal laws.

Any Maternity Leave of absence shall be in accordance with the Districts policy related to the use of sick or vacation pay.

11.7 Jury Duty

11.7.1 A Coordinator called for Jury Duty shall be granted leave with regular pay less the amount paid to them as Jury Duty pay.

11.7.2 The Coordinator shall submit a request for leave with pay indicating the amount of pay earned while on Jury Duty. The difference between the regular pay and the Jury Duty pay will be paid to the Coordinator at the next regular pay period.

11.7.3 A Coordinator, upon being called for such duty, is expected to inform their supervisor as soon as notice is received.

11.7.4 When relieved from Jury Duty during the day, the Coordinator is to return to the place of work for the remainder of the regular shift for that day.

11.8 Coordination of Leaves for a Sabbatical Leave

In the event a Coordinator is granted a sabbatical leave under the Elk River Education Association Master Agreement, the Coordinator will also be granted a leave of absence without pay or benefits as a Coordinator for the same time period, in order to be consistent with the sabbatical leave.

11.9 Medical Leave

11.9.1 A Coordinator who has completed their probationary period and who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation may, upon request, be granted a Medical Leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School Board.

11.9.2 A request for a Medical Leave of absence or renewal thereof under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume responsibilities.

11.10 Adoption Leave

11.10.1 Up to a maximum of five (5) days may be granted without loss of pay for Adoption Leave, with a coinciding deduction of sick leave days from the Coordinator's sick leave account. If the Coordinator does not have enough sick leave days available in their account, the Coordinator can take the Adoption Leave without pay or agree to reimburse the School District, through payroll deduction, one hundred twenty-five and 00/100 dollar (\$125.00) per day for each day not deducted from their sick leave account.

11.10.2 Up to an additional five (5) days may be granted for Adoption Leave. The Coordinator will

reimburse the School District, through payroll deduction, one hundred twenty-five and 00/100 dollars (\$125.00) per day.

11.11 Other Leaves of Absence

- 11.11.1 Coordinators may be granted leaves of absence with or without pay and fringe benefits, according to School Board policy and state and federal law, with the approval of the School Board.
- 11.11.2 Commencing with the beginning of the leave, a Coordinator who has been granted a leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The Coordinator shall pay the entire premium for such programs as the Coordinator wishes to retain. The right to continue participation in such group insurance programs will terminate if the Coordinator does not return to the School District.

11.12 Unrequested Leave of Absence

- 11.12.1 Coordinators who are members of this bargaining unit, as defined in Section 3.3, may be placed on unrequested leave of absence pursuant to Minnesota Statute Section 122A.40, Subdivision 11. Since the statute provides for a due process hearing, this provision shall not be subject to the grievance procedure.
- 11.12.2 In cases of equal seniority for purposes of unrequested leave placement:
 - a. A full-time Coordinator shall have seniority over a part-time Coordinator.
 - b. The Coordinator with the higher degree, regardless of additional credits, shall be deemed senior.
 - c. The Coordinator with the most number of years of experience in other school districts for which salary credit was granted at the time of initial employment shall be deemed senior.
 - d. The Coordinator with the greatest number of current licensures shall be deemed senior.
 - e. The Coordinator assigned the lower file folder number as recorded on the Coordinator's license shall be deemed senior.

ARTICLE 12: PROFESSIONAL DUES

The School District shall contribute up to five hundred and 00/100 dollars (\$500.00), prorated, per school year for the purpose of paying approved professional dues for each Coordinator.

ARTICLE 13: COORDINATOR IMPROVEMENT PLAN

13.1 Instructional Supplies and Workshops

- 13.1.1 Coordinators will be allowed up to a maximum of one thousand and 00/100 dollars (\$1,000.00) per school year for the pursuit of professional improvement as approved by the Director of Special Services. The funds can be used for the tuition of short duration workshops, seminars, and college/university courses of the Coordinator's choice.
- 13.1.2 Credits earned at workshops, seminars, and college/university courses that are paid for under this section will not be eligible for use in any salary or other compensation method paid to a Coordinator by the School District.
- 13.1.3 Payments will be made by the School District to the vendor upon submission, to the School District, of an original invoice from the vendor or to the Coordinator upon the submission, to the School District, of an original receipt indicating payment.

13.2 Carry Over

Coordinators shall be allowed to carry over any unspent professional development dollars for two (2) contract years. However, no more than two thousand and 00/100 dollars (\$2,000.00) may be carried over from year to year; any amount that is carried over in excess of two thousand and 00/100 dollars (\$2,000.00) shall be forfeited.

ARTICLE 14: MILEAGE

- 14.1 All in-district mileage payments must be approved by the Coordinator's supervisor in order to be eligible for payment.
- 14.2 All out-of-district mileage payments must be preapproved by the Coordinator's supervisor in order to be eligible for payment.
- 14.3 In-district and out-of-district mileage shall be paid at the rate allowed by the Internal Revenue Service for business deductions.

ARTICLE 15: SCHEDULE AND STEP PLACEMENT

15.1 Initial Schedule and Step Placement

All new Coordinators will be placed on the appropriate salary schedule in relation to their college degree and normally on Step 1. The Superintendent may initially place Coordinators above Step 1 when deemed appropriate.

15.2 Step Advancement After the Initial Placement

A Coordinator must be employed a minimum of one hundred twenty (120) duty days in a school year to qualify for a salary step advancement the following school year.

15.3 Salary Schedule Advancement

- 15.3.1 Coordinators are allowed to advance from the Bachelor's Degree Salary Schedule to the Master's Degree Salary Schedule only prior to September 1 of a school year. If a Coordinator attains a Master Degree on or after September 1 of a school year, placement on the Master's Degree Salary Schedule will occur in the following school year. Coordinators will be placed on the same step on the Master's Degree Salary Schedule that the Coordinator would have been placed on the Bachelor's Degree Salary Schedule
- 15.3.2 An original official college/university transcript, which indicates the Coordinator's receipt of the Master's Degree, must be submitted to the Human Resource Department, prior to September 1 of a school year, in order for a Coordinator to advance from the Bachelor's Degree Salary Schedule to the Master's Degree Salary Schedule.

15.4 Withholding Salary Increases

The School Board reserves the right to withhold movements from the Bachelor's Degree Salary Schedule to the Master's Degree Salary Schedule, step advancements, or any other salary increase provided the Coordinator is given written notice of such considered action which shall include reasons for consideration of the action and specific recommendations to remedy the condition or situation which causes the consideration of withholding any salary increase. The Coordinator shall be allowed a reasonable length of time to correct the situation or condition. If the situation or condition has not been corrected, the School Board shall have the right to withhold any future movement from the Bachelor's Degree Salary Schedule to the Master's Degree Salary Schedule, step advancements, or any other salary increase for a period of no longer than one (1) contract year.

15.5 Notification to Withhold

If it is the intent of the School Board to withhold movement from the Bachelor's Degree Salary Schedule to the Master's Degree Salary Schedule, step advancements, or any other salary increase from a Coordinator, the School Board shall give the Coordinator written notice to the effect. The

Coordinator can request, in writing, the reasons the School Board will withhold the salary increase. The Coordinator's request for the reasons must be filed with the Superintendent of Schools within ten (10) calendar days from the date the Coordinator received the notice of withholding from the School Board.

ARTICLE 16: GRIEVANCE PROCEDURE

16.1 Definition

A "grievance" shall mean an allegation by a Coordinator resulting in a dispute or disagreement between the Coordinator and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

16.2 Representative

Any Coordinator or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's own behalf

16.3 Definitions and Interpretations

16.3.1 Extension

Time limits in this Agreement may be extended by mutual agreement.

16.3.2 Days

References to days regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated holidays by state law.

16.3.3 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, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

16.3.4 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the United States Certified Mail within the time period.

16.4 Time Limitation and Waiver

The grievance shall not be valid for consideration unless the grievance is submitted in writing to the Director of Special Services, 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 shall be deemed a waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the Coordinator and the School District’s designee.

16.5 Resolution of Grievance

The School District and the Coordinator shall attempt to resolve all grievances which may arise during the course of employment of any Coordinator within the School District in the following manner:

16.5.1 Level 1

If the grievance is not resolved through informal discussions, the Director of Special Services shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

16.5.2 Level 2

In the event the grievance is not resolved in Level 1, 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 1. If a grievance is properly appealed to the Superintendent, the Superintendent or 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 designee shall issue a decision in writing to the parties involved.

16.5.3 Level 3

In the event the grievance is not resolved in Level 2, 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 2. 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 receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue a 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.

16.5.4 Mediation

In the event the grievance is not resolved in Level 3, the parties may agree to submit the grievance to mediation through the Bureau of Mediation Services (BMS). The Bureau of Mediation Services (BMS) shall schedule a time and place for the mediation. In the event the grievance is not resolved in mediation, the aggrieved party may proceed to arbitration as provided in Section 16.8.

16.6 School Board Review

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative notifies the parties of its intentions to review within five (5) 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. Within ten (10) days after notification of review, the School Board shall issue its decision, in writing, to the parties involved. If this occurs, this step will take the place of Level 2.

16.7 Denial of Grievance

Failure by the Director of Special Services, Superintendent of Schools, or the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Coordinator may appeal it to the next higher level.

16.8 Arbitration Procedures

16.8.1 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 of Schools within ten (10) days following the decision in Level 3 of the grievance procedure or within ten (10) days following an attempt to resolve the grievance in mediation.

16.8.2 Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

16.8.3 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 (BMS) to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request.

16.8.3.1 Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services (BMS) within the time periods provided herein shall constitute a waiver of the grievance.

16.8.4 Decision

The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

16.8.5 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to a grievance 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, the

arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

16.8.6 Expenses

The Coordinator and the School District shall bear their own expenses in connection with arbitration including expenses relating to the party representatives, 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, 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.

16.8.7 Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a state or federal court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the Coordinator shall waive their right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 17: DURATION

17.1 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, 2013, and thereafter as provided by PELRA. If the Association desires to modify or amend this Agreement commencing on July 1, 2015, it shall give written notice of such intent no later than March 1, 2015, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following 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.

17.2 Effect

This Agreement constitutes the full and complete agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of

this Agreement.

17.3 Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

17.4 Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

IN WITNESS THEREOF, the parties have signed this agreement this _____ day of _____, 2015

FOR THE ELK RIVER DISTRICT 728 COORDINATORS ASSOCIATION

President

Assistant Negotiator

FOR INDEPENDENT SCHOOL DISTRICT NO. 728

Chair, School Board

Clerk, School Board

SPECIAL EDUCATION COORDINATORS

ISD 728/Elk River District 728 Coordinators Association Master Agreement
July 1, 2013 through June 30, 2015

SALARY SCHEDULES

Bachelor's Degree Salary Schedule

July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015	
Step 1	\$60,039	Step 1	\$61,780
Step 2	\$62,876	Step 2	\$64,699
Step 3	\$65,856	Step 3	\$67,766
Step 4	\$68,893	Step 4	\$70,891
Step 5	\$72,085	Step 5	\$74,175
Step 6	\$75,403	Step 6	\$77,590

Master's Degree Salary Schedule

July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015	
Step 1	\$70,917	Step 1	\$72,974
Step 2	\$73,755	Step 2	\$75,894
Step 3	\$76,704	Step 3	\$78,928
Step 4	\$79,772	Step 4	\$82,085
Step 5	\$82,964	Step 5	\$85,370
Step 6	\$86,281	Step 6	\$88,783

For full-time and prorated for part-time Special Education Coordinators, the Director of Special Services in their sole discretion may approve an additional two thousand and 00/100 dollars (\$2,000.00) of salary as “Performance Pay”. “Performance Pay” shall either be granted or denied in its total amount; partial “Performance Pay” shall not be granted. The Exclusive Representative agrees that the payment of “Performance Pay” shall be totally within the discretion of the Director of Special Services and the granting or denial of “Performance Pay” shall not be subject to a grievance by either the Exclusive Representative or any Special Education Coordinator. The granting of “Performance Pay” shall occur on or after May 1st but before June 30th. “Performance Pay” is in addition to the salary the Special Education Coordinator earns and shall not be included in the following base year salary.

An additional two thousand and 00/100 dollars (\$2,000.00) will be paid annually to a Special Education Coordinator who holds a valid Special Education Director license. This license must be valid by September 1st of each fiscal year to receive payment. A Special Education Coordinator who has this license will be expected to provide supervision of Special Education staff.