

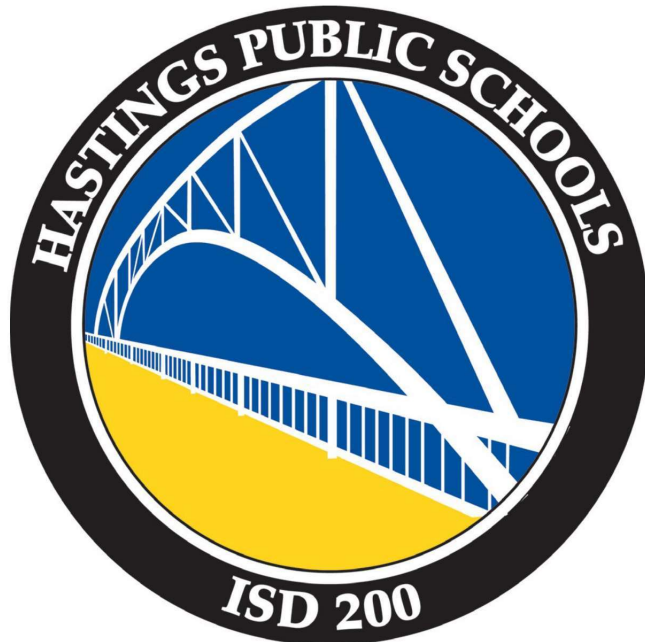
AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT
NO. 200**

And

**COMMUNITY EDUCATION
LICENSED COORDINATOR**



**Effective
July 1, 2021 through June 30, 2023**

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EMPLOYMENT PROVISIONS
for
HASTINGS DISTRICT 200
COMMUNITY EDUCATION LICENSED COORDINATORS

2021-2023

ARTICLE I

Section 1. Parties

THIS MEMORANDUM OF AGREEMENT, entered into between the School Board, Independent School District 200, Hastings, Minnesota, hereinafter referred to as the School Board and the District 200 Community Education Licensed Coordinators provides the terms and conditions of employment for the District 200 Community Education Licensed Coordinators during the term of this Agreement.

ARTICLE II

EMPLOYEE REPRESENTATIVE

Section 1. Appropriate Unit:

The Independent School District 200 Community Education Licensed Coordinators shall represent all the employees of the district as defined in this Agreement. Namely: The Early Childhood Programs Coordinator

Section 2. Recognition:

The School Board recognizes that the District 200 Community Licensed Education Coordinators shall have those rights and duties as described in the provisions of this Memorandum of Agreement.

Section 3. Legal Rights:

Nothing contained in this Agreement shall deny or restrict either the school district or the employee regarding any rights under existing State or Federal Laws or regulations.

ARTICLE III DEFINITIONS
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Section 1. Terms and Conditions of Employment:

Shall 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.

Section 2.

The District 200 Community Education Licensed Coordinators shall mean any person employed by the School Board in a capacity exclusively associated with District 200 Community Education program offerings.

Section 3. **Work Year:**

The work year of the employees shall be determined based upon the needs of the programs(s). The school district shall determine the work schedule and the number of regular employees based on program needs and funds available to operate said program(s).

Section 4 **License**

Coordinators must maintain current licensure in area of assignment.

Certified coordinators who permit their license to expire will be placed on probation for one year and given the opportunity to renew their license. If the coordinator is unable to obtain or renew their license, this will be just cause for termination.

<p style="text-align: center;">ARTICLE IV SCHOOL BOARD RIGHTS</p>

Section 1. **Inherent Managerial Rights:**

The District 200 Community Education Licensed Coordinators 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. **Management Responsibilities:**

The District 200 Community Education Licensed Coordinators 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 opportunities for the students of its district.

Section 3. **Effect of Laws, Rules and Regulations:**

The District 200 Community Education Licensed Coordinators recognize that all employees covered by this Agreement and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. **Reservation of Managerial Rights:**

The foregoing enumeration of board 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 to this agreement are reserved to the school board.

<p style="text-align: center;">ARTICLE V EMPLOYEE RIGHTS</p>
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Section 1. **Right to View:**

Nothing contained in this agreement shall 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 Community Education Licensed Coordinators; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2. **Right to Join**

Community Education Licensed Coordinators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Coordinators in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such coordinators with the school board of such unit.

Section 3. **Personnel Files**

Pursuant to M.S. 125.12, Subds. 6 and 14, as amended, relating to individual coordinator records - access and expungement; all evaluations and files relating to each individual coordinator shall be available during regular school business hours to each individual coordinator upon his/her written request. The coordinator shall have the right to reproduce any of the contents of the files at the coordinator's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the school district may destroy such files as provided by law. The school district shall expunge from a coordinator's file any material found to be false or substantially inaccurate through the grievance procedure. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the coordinator.

Section 4. **Meet and Confer**

The Community Education Licensed Coordinators shall have the right to meet and confer with the school district to discuss policies and those matters relating to coordinators' employment not included under Section 179.63, Subd. 18, pursuant to Section 179.73 of the P.E.L.R.A.

**ARTICLE VI
LENGTH OF THE SCHOOL YEAR**

Per Education Minnesota Hastings Contract. 1.0 FTE = 184 days (1472 hours) a stretch calendar may be used dependent upon the program.

**ARTICLE VII
PROFESSIONAL TEACHING DAY**

Per Education Minnesota Hastings Contract.

**ARTICLE VIII
RATES OF PAY**

Per Education Minnesota Hastings Contract.

Salary Schedule:

Year	Position	Name	Lane	Step	FTE	Salary
2021-2022	ECP Licensed Coordinator	Angie McGinnis	MA	O-1	1.00	\$76,047
2022-2023	ECP Licensed Coordinator	Angie McGinnis	MA	O-2	1.00	\$77,568

Section 10: Extended Days

<u>Year</u>	<u>Position</u>	<u>Name</u>	<u># of 8 hour extended days</u>
2021-2022	ECP Licensed Coordinator	Angie McGinnis	15 Days = \$6199.35
2022-2023	ECP Licensed Coordinator	Angie McGinnis	15 Days = \$6323.40

**ARTICLE IX
EXTRA COMPENSATION**

Per Education Minnesota Hastings Contract.

**ARTICLE X
GROUP INSURANCE**

Per Education Minnesota Hastings Contract.

**ARTICLE XI
LEAVES OF ABSENCE**

Per Education Minnesota Hastings Contract.

**ARTICLE XII, XIII, XIV
Not Applicable**

**ARTICLE XV
SEVERANCE PAY**

Per Education Minnesota Hastings Contract.

**Memorandum of Understanding
Tax Deferral of Severance Pay**

Per Education Minnesota Hastings Contract.

**ARTICLE XVI
EVALUATIONS/UNRESOLVED ISSUES**

Section 1. Evaluations

Evaluations shall be made by the Director of Community Education. The performance of all coordinators shall be evaluated in writing.

Three copies of the written evaluation shall be executed and signed by the coordinator and supervisor. One copy will be retained by the coordinator; one copy retained by the Community Ed Licensed Coordinator; and one copy filed with their personnel file.

Objections: In the event the coordinator feels an evaluation was incomplete or unjust, the coordinator may put objections in writing, have them attached to the evaluation report to be placed in his/her personnel file.

Section 2. Unresolved Issues

If an issue surfaces between the Community Education Licensed Coordinator(s) and the Community Education Director, the Coordinator shall submit a letter to the Director outlining the disagreement.

The Director shall respond to the Coordinator(s), in writing, within ten (10) working days.

If the Coordinator(s) issue remains unresolved, the Coordinator(s) may submit their concerns to the Superintendent of Schools for resolution.

<p style="text-align: center;">ARTICLE XVII MISCELLANEOUS</p>
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Section 1. **Signed Copies**

There shall be two (2) signed copies of the final Agreement for the purpose of record: one (1) retained by the board, one (1) retained by the District 200 Community Education Licensed Coordinators.

Section 2. **Pay Periods**

Effective with the 2006-2007 school year, all pay dates shall be on the 5th and the 20th of the month.

Section 3. **Resignation**

The resignation shall be turned in at least four (4) weeks in advance of leaving; Coordinators shall submit a letter of resignation to the Community Education Director stating reasons for leaving. The director will submit this letter of resignation to the superintendent who will present it to the Board of Education at their next regular meeting for acceptance

Section 4. **Conferences and Workshops**

Upon approval of the Director of Community Education, the coordinator may attend appropriate conferences and workshops which are designed to improve their skills and knowledge in the area of employment within the department.

Section 5. **Payment of Dues**

The Community Education Department will reimburse a sum not to exceed \$150.00/year in the Minnesota Community Education Association and the National Community Education Association for each coordinator for 1995-96. Any coordinator who desires to upgrade their membership in these organizations shall pay the difference in dues. Coordinators must submit receipt of membership payment to receive reimbursement of dues in these two organizations.

Section 6. **Tax Sheltered Annuities**

The school district shall make available to the coordinators the payroll deduction program for tax sheltered annuities.

Section 7. **Job Postings**

All job postings will be posted for a minimum of five (5) work days in each building (including the administration offices) on bulletin boards which have been designated for notices and postings.

Section 8. **Mileage Allowance**

Effective July 1, 2006, the district will pay the IRS rate per mile for authorized use personal cars in connection with Community Education business.

DURATION

SECTION 1.

THIS AGREEMENT shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2023, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

FOR:
Community Education
Licensed Coordinators

FOR:
ISD #200, Hastings Public Schools
HASTINGS, MINNESOTA 55033

Chairperson

Angie McGinnis ECP Licensed Coordinator

Superintendent