

Subd. 2. Summer Extended Year Teachers who coach a MN State High School League (MSHSL sanctioned spring activity in the MSHSL tournament which extends beyond the regular school year will receive their pro rata pay for hours missed in addition to their coaching pay.

SECTION 6. Early Childhood Special Education (ECSE) Extended Year: Federal IDEA, Part C, Section 303.310, mandates a year round program and services for ECSE children, birth to three years. Services included are: service coordination, home visits, ongoing assessment, parent meetings and evaluations. The multidisciplinary team can consist of any combination of the following: ECSE teacher, Physical Therapist, Occupational Therapist and Speech Language Pathologist.

Subd. 1. Any teacher rendering services in this category, under this agreement, who is employed for more than the standard school year, shall receive additional compensation at their regular rate of pay and reimbursement for travel time between work sites, for the additional time worked.

Subd. 2. If a teacher is scheduled for a home visit, and the family is not home and/or has not canceled at least 2 hours prior to the scheduled visit, the teacher will receive due process paperwork time for the time canceled.

SECTION 7. Counselors: Licensed counselors at Grand Rapids High School and Bigfork High School will work, if scheduled, up to fifteen (15) days in the summer and be compensated at pro-rata pay. Building administrators reserve the right to schedule counselors' non-contract (summer) days. Building administrators will meet with counselors prior to May 15 annually to schedule these days. While scheduling is a right reserved by the building administration, they are encouraged to work toward a mutually agreeable schedule. July days will not be scheduled.

SECTION 8. Licensed School Nurse: The District may schedule additional days for the position of Licensed School Nurse, as needed, to be compensated at pro rata pay.

Article XII Grievance Procedure

SECTION 1. Definitions:

Subd. 1. **Grievance:** Grievance shall mean an allegation by a teacher or group of teachers in a dispute or disagreement between a teacher or teachers and an administrator or the District as to the application or interpretation of the terms and conditions of employment as found in this Agreement. Said allegation must be filed within 50 days after the incident to be a grievance.

Subd. 2. **Days:** Reference to days regarding time periods in this procedure shall mean any day that school is in session, including summer school.

Subd. 3. **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. **Postmark:** The filing or service of any notice or document herein shall be timely if it is sent by certified or registered mail and such mail bears a postmark within the time period.

Subd. 5. **Decisions:** Failure by the administrator or the District to render a written decision within the time limit automatically moves the grievance to the next step unless the time limits are extended by mutual agreement.

Subd. 6. **Time Limits:** Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance unless the time limits are extended by mutual agreement, prior to that particular deadline.

Subd. 7. **Resolution:** Except after the initial informal meeting, any resolution of the grievance shall be in writing and signed by a representative of the District and the Exclusive Representative.

Subd. 8. **Wages:** Employees shall not lose wages due to their necessary participation in grievance hearings held during working hours.

Subd. 9. **Exclusive Representative:** Exclusive Representative in this procedure shall mean a three-member grievance committee appointed by and/or resource persons retained by the Exclusive Representative of the teachers.

SECTION 2. Procedure:

Subd. 1. By mutual consent, there may be a waiver of steps in the grievance procedure.

Subd. 2. Large Groups: This procedure is to apply when the grievance is district-wide or in more than one school building. Within 15 days of becoming aware of the grievance, the Exclusive Representative shall file the grievance, in writing, with the Superintendent's Office. Thereafter, the procedure will follow the outline below beginning with Step 3 (b).

Subd. 3. Small Groups or Individuals:

Step 1: Within 15 days of becoming aware of the grievance, the grievant(s) shall meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter.

Step 2: If the matter is not resolved within 5 days after the meeting the Exclusive Representative shall file the grievance in writing with the concerned principal or immediate supervisor who will, within 5 days, submit a decision in writing to the employee. Copies of this decision will be sent at the same time to the Superintendent's Office and the Exclusive Representative.

Step 3:

(a) Within five days of the receipt of the written decision, the Exclusive Representative may present the grievance in writing to the Superintendent.

(b) Within five days of the receipt of the written decision, the Superintendent or a designee shall meet with the Exclusive Representative and attempt to resolve the grievance.

(c) If the grievance is not resolved within five days of this meeting, the Superintendent's Office will submit a decision in writing to the Exclusive Representative.

Step 4: Within 5 days of the receipt of the written decision from the Superintendent's Office, the Exclusive Representative may submit an unresolved grievance to the School Board chair or clerk.

Step 5: Within 7 days of receipt of the grievance, the School Board or its designee(s) shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved, the School Board has 10 days from this meeting to submit a written decision to the Exclusive Representative.

Step 6: Within 7 days of receipt of the School Board's written decision, the Exclusive Representative may submit the grievance to final and binding arbitration.

SECTION 3. Arbitration: The District and the Exclusive Representative shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The parties shall have no more than ten (10) days after the receipt of the list of five names to select an arbitrator. Each party shall be equally responsible for compensating the arbitrator for fees and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

SECTION 4. Compensatory Reimbursement: If the arbitrator in a grievance arbitration determines that the grievant is entitled to compensatory reimbursement due to assignment in excess of a teacher's standard workload, the rate of compensation for the excess shall be the amount stated in Appendix B, Part 1, Section 1 of the Master Agreement.