# **Master Agreement**

2023-2025

Between

Independent School District #118

And

Northland Remer Education Minnesota NREM

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## **ARTICLE I**

#### **Purpose**

Section 1. Purpose: The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the School District and its teachers; to establish the terms and conditions of employment for teachers; and to establish an environment in which the children of this School District may receive an education. Accordingly, the parties have set forth all terms and conditions of employment which have been agreed to by the School District and the exclusive representative. Terms not specifically defined in this Agreement shall have the meanings given them under the Public Employment Labor Relations Act as amended.

This Agreement is entered into between Independent School District #118, Remer, Minnesota, hereinafter referred to as the School District, and the Northland Remer Education Minnesota (NREM), hereinafter referred to as the exclusive representative, 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 teachers during the duration of this Agreement.

## <u>ARTICLE II</u>

## **Recognition of Exclusive Representative**

**Section 1. Recognition**: In accordance with the PELRA, the School District recognizes NREM as the exclusive representative of teachers employed by the School District, whose exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**Section 2. Appropriate Unit**: The exclusive representative shall represent all teachers of the School District as defined in this Agreement and in the PELRA.

## **ARTICLE III**

#### **Definitions**

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits other than School District payment of, or contributions to, premiums for group insurance of retired teachers of severance pay except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District and is subject to the provisions of the PELRA.

Section 2. Teacher: The word, "teacher", shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

**Section 3. School District**: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

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

#### **ARTICLE IV**

#### School District Rights

**Section 1. Inherent Managerial Rights:** The exclusive representative 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 and direction and number of personnel.

**Section 2. School Board Responsibilities:** The exclusive representative 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 opportunities for the students of the School District.

**Section 3. Effect of Rules and Regulations:** The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District.

The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of any such rules, regulations, directives, and orders shall be null and void and without force and effect.

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

#### **ARTICLE V**

#### **Teacher Rights**

**Section 1.** Right to Views: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join**: Pursuant to the PELRA, teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Dues Checkoff: The exclusive representative shall be allowed dues checkoff for its members provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues checkoff pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher's organization during the period provided in said authorization.

**Section 4. Fair Share Fee:** Upon written request of the exclusive representative, the School District shall deduct a fair share fee, as determined by the exclusive representative from the pay of any teacher who is not a member of the exclusive representative in good standing or who does not make application for membership within (30) days from the date of commencement of teaching duties.

#### Hold Harmless Clause:

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of the amount of the deduction of the fee specified by the exclusive representative as provided in this section.

**Section 5. Meet and Confer**: The School District and the exclusive representative mutually recognize that the PELRA provides for the establishment of procedures whereby the parties shall meet and confer on educational policies of the School District.

**Section 6. Personnel Files**: Personnel files will be available to teachers during normal business hours according to M.S. 122A.40, Subd. 19. Any copying cost shall be borne by said teacher

**Section 7. Budget**: The School District shall provide, upon written request of the exclusive representative, all information pertaining to the School District's present and proposed budgets, revenues, and finances.

**Section 8. Discipline**: The School District will discipline teachers for just cause only. Discipline will be in one (1) or more of the following forms:

- A. Oral reprimand;
- B. Written reprimand;

C. Suspension with pay;
D. Suspension without pay;

- E. Demotion; or
- F. Discharge.

Both the School District and the exclusive representative agree that the above list of types of discipline is not meant to imply a sequence of events.

#### **ARTICLE VI**

#### **Basic Schedules and Rates of Pay**

**Section 1. 2023-2025 Salary Schedules**: The parties agree that the wages and salaries to be affected by this Agreement are as presented in the schedules in Appendixes A and C.

**Section 2. Status of Salary Schedule**: The salary schedules are not to be construed as a part of a teacher's continuing Agreement and the School District reserves the right to withhold payment for step advancement until the successor agreement is finalized.

**Section 3. Placement on Salary Schedule**: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

<u>Subd. 1. Grade and Credits</u>: All credits beyond the bachelor's degree must be graduate credits to apply on the salary schedule lane and carry a grade equivalent of B or higher. For those graduate courses which do not offer a letter grade and are pre- approved by the Superintendent, a "Pass" will be accepted.

<u>Subd. 2. Prior Approval:</u> Credits earned to comply with a variance and/or provisional license under which a teacher is working shall be considered pre-approved subject to a final review by the Superintendent.

Credits earned at pre-approved workshops shall be considered pre-approved subject to a final review by the Superintendent. These credits must be submitted for the Superintendent's written determination within 30 days.

All courses submitted for approval must be germane to the teaching assignment of the teacher taking the course as determined by the Superintendent.

Credits earned for lane change shall be counted in quarter credits with 1 semester credit equaling 1.5 quarter credits.

The decision of the Superintendent is final.

<u>Subd. 3. Effective Dates:</u> Approved lane changes based on information submitted to the School District shall be effective within 45 Days of submission.

<u>Subd. 4. Advanced Degree Program:</u> A teacher shall be paid on the master's degree lane or higher lane only if the degree program is approved in writing by the Superintendent in advance. Only advanced degree programs in the area of teacher licensure will be approved.

Subd. 5. Application: Credits applied to the salary schedule must meet the following criteria.

A. Lanes - Credits to apply to lanes beyond a particular lane must be taken through an accredited college or university and meet the criteria in Subds. 1, 2 and 3 above.

B. Graduate Credits - For graduate credits to count beyond the master's lane, the credits must have an earned date after the date the master's degree was earned.

C. District pays for Teacher to earn college credit. To be eligible for this benefit, teachers must have continuing contract rights and a minimum of a Tier Three Licensure within the district. The district

and the teacher may enter into an agreement that allows teachers to earn college credits that will be compensated for by the District. If the agreed-upon stipulation needs to be altered for any reason, an amended agreement must be signed by all parties (i.e., appendix will be amended and signed). Present teachers who have already made an agreement with the district to receive this benefit will continue through their agreed upon program.

- 1. The number of credits and total cost of the certification shall be agreed upon in advance by the Teacher Association representative, and the School District. The teacher's program of preference will be considered in this discussion.
- 2. The teacher shall submit for the cost of tuition, books, and supplies for the certification as agreed upon by the Teacher, Association representative, and the School District.
- 3. All of the college credits will be paid for by the School District as long as the teacher earns the credit by the agreed upon due date. If the Teacher fails to meet the agreed-upon deadline, the Teacher will immediately repay the School District all amounts paid by the School District.
- 4. If the Teacher fails to pass or earn credits for the class for which the District has paid the cost, the Teacher will immediately repay all amounts paid by the District for that class. This requirement may be waived by the Superintendent in the event of any unforeseen circumstances.
- 5. In return for the payment of the classes and/or license the Teacher agrees to teach for college in the school (CIS) or other academic programs for a minimum of five (5) years in the District. The five (5) year commitment begins immediately upon completion of the stipulated credits.
- 6. If the teacher leaves employment with the District or declines the College in the Schools (CIS), or other academic program assignment(s), the Teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each remaining year of the five (5) year period. The Teacher will not be penalized if failure to teach the required class(es) during the five (5) year period is caused by District action.earned.
- 7. Teachers are eligible for lane changes for graduate credits.
- 8. When no current teacher holds appropriate licensure to teach a College in the Schools (CIS) or other academic programs, the District shall inform teachers by District email of the opening and the offer of compensation to obtain the desired license transfer.
- 9. The District retains unto itself the right of assignment
- <u>Subd. 6. Prior Experience</u>: A teacher who has had experience in other school districts will be placed on the salary schedule with a maximum of 10 years of experience allowed. The School Board reserves the right to exceed the schedule if it so deems necessary.
- <u>Subd. 7. Pay Deduction</u>: Whenever a pay deduction is made for a teacher's absence, only his/her basic continuing contract salary shall be affected. The continuing contract salary shall be divided by the number of teacher duty days to determine the daily rate of pay.

Subd. 8. Substitute Teachers: Substitute teachers shall be compensated pursuant to School District policy.

<u>Subd. 9. Regression Factor:</u> No teacher employed by the School District at the time of adoption of this Agreement will be subject to any regression of salary lane placement due to reassignment.

<u>Subd. 10. Increment/Step Placement</u>: Teachers who begin or have begun duty after the normal school opening date shall receive increment/step credit at the following rates:

A. employment or 50 percent or more of the total days shall give the teacher credit for the full increment/step advancement for the following years;

B. employment for less than 50 percent shall not be considered a year of service for placement on the salary schedule.

<u>Subd. 11. Part-Time Teachers</u>: Teachers who work less than a full day or full week will have their fringe benefits and leave allowance prorated to the amount of time they work.

<u>Subd. 12. Retirees:</u> Retirees seeking re-employment will be considered new teachers and have no seniority nor other credit years in the School District. The starting date will be the date of rehire. Upon separation, no duplication of retirement benefits will be made.

**Section 4. Pay Periods**: Teachers who only work during the school year will be paid their annual salary over 12 months in 24 equal payments.

#### <u>ARTICLE VII</u>

#### **Extra Compensation**

**Section 1. Extra-Curricular Schedule**: The Activities and Extra Duty schedule is based on percentages from BA Step 1. The Activities Director will have one class period of their duty day scheduled for AD responsibilities. The wages and salaries included in Appendix E, attached hereto, shall be effective for the 2023-2024 and the 2024-2025 school years respectively.

**Section 2. Post-Retirement Health Care Savings Plan**: Teachers who are at least age 55 with 15 or more years of teaching experience in the School District may request retirement or be offered an agreement for termination of services by the School Board. The request for retirement or acceptance of a School Board-offered agreement for termination of services must be submitted in writing prior to January 15th of the school year at the end of which the retirement or termination of services will occur.

Upon the School Board's and the retiring teacher's acceptance of the request or agreement, the teacher shall be qualified to receive the "Post-Retirement Health Care Incentive" or employee Health Saving Account. The School District will contribute \$10,000 directly into the "Minnesota State Retirement System's Post Health Care Savings Plan" for the retiree in 4 payments. Equal payments shall be made on the 15th day of September, October, November, and December of the calendar year during which the retirement has occurred.

Teachers, who are at least 55 years of age with 15 or more years of teaching experience in the School District and who are granted retirement shall be eligible to remain in existing dental and medical insurance programs and will be eligible for School District contributions to single coverage as defined in ARTICLE VIII. Eligibility shall continue until the teacher becomes eligible for Medicare.

Section 3. Extra Duty Pay: The following pay schedule will be used to calculate extra duty pay.

<u>Subd. 1. Extra-Duty Pay for All School District Activities</u>: Extra-duty pay for working at all School District activities will be reimbursed at the rate of \$55 per event or \$150 per full day tournament. Work hours must be the same for all workers. Full days may be broken into half days with the rate divided. This does not apply to the Activities Director.

<u>Subd. 2. Assignment of Extra-Duty Work</u>: The number of teachers assigned to all activities will be the responsibility of the School District.

**Section 4. Curriculum Writing**: Teachers writing curriculum will be paid at a rate of \$27.94 per hour. Payment will be made after the finished, written curriculum document is approved by the "System Accountability Committee.

**Section 5. Detention and Tutoring**: Teacher supervising detention or tutoring outside the normal workday shall be paid at \$27.94 per hour.

**Section 6. Workshops**: Teachers assigned to attend workshops conducted outside the normal workday shall be paid for the [actual instructional time] at the rate of \$27.94 per hour.

**Section 7A.** Overload Pay: An overload is defined as an extra class (7th) that will be taught during the prep hour of a full-time teacher. If a teacher is asked to teach a 7th class and agrees, they would be compensated on their hourly pay equivalent. A teacher with an overload class will not get a paid prep hour. A teacher who accepts an additional teaching assignment will be paid at overload (i.e. teaching summer school for high school credit or core classes).

Section 7.B Prep Substitute: A teacher who chooses to substitute will be compensated based on the following schedule:

A. Prep = \$28.21

**Section 7.C Certified Staff**: A teacher who chooses to substitute teach will be compensated based on the following schedule.

- A. 2-3 class periods = 1/2 day sub pay
- B. 4+ class periods = full day sub pay

#### Section 7.D Substitute Coverage

In the event the District is unable to find a substitute to cover an educator's absence, other staff may be asked to volunteer to cover for the absence. Such assignment will be made only upon mutual agreement. Anytime teachers agree to teach and/or supervise 4 or more students of another teacher at the same time they have a class of their own, they will be compensated at the substitute rate of pay ½ day for 2-3 class periods or full day for 4+ class periods.

#### Section 8, 403 (b)

<u>Subd 1. Eligibility</u>: Pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each teacher.

<u>Subd.2. Amount of School District Contribution</u>: Full-time members of the Northland Remer Education Minnesota Association shall be eligible to participate in this plan and receive matching contributions from the District, according to the following schedule:

Credited Years of Service in the District	Maximum Matching Contribution	Teacher Contribution		
0-4	\$300.00	\$300.00		
5-9	\$500.00	\$500.00		
10-14	\$700.00	\$700		
15-19	\$900.00	\$900.00		
20+ (25-year District max)	\$1100.00	\$1100.00		

<u>Subd. 3: Part-time teachers:</u> Eligible part-time teachers shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

<u>Subd.4. New Hires with previous experience – Eligibility</u>: Teachers who begin teaching in the district are to be placed on the contribution schedule in Subd. 2 above reflecting their years of experience with ISD 118 only. The School Board may, at their discretion, place a new hire without previous experience at ISD 118 at a higher contribution level reflecting their years of experience with other school districts. The School Board may not place a new teacher at higher than the "10-14" years of experience level in Subd. 2 above regardless of their prior experience.

<u>Subd. 5 Notice of Participation:</u> To be eligible for the provisions of this article, a teacher must notify the School District Business Manager, in writing, of his or her intention to opt-out of this matching program in his or her selected amount of personal contribution to this matching program by October 31st. This opt-in or -out form will be provided to all staff by September 15th of each school year by the District.

<u>Subd.</u> <u>6. Vendors:</u> Participation in the benefits of this article is limited only to teachers who select one of the following vendors:

Education Minnesota - Commonwealth Great American Insurance Group Horace Mann Life Ins. Co.

Valic

<u>Subd. 7. Payment:</u> The teacher's contribution shall be made by payroll deduction.

Subd. 8. Unpaid leave: A teacher on unpaid leave may not participate in the provisions of this article.

<u>Subd. 9. Lifetime Limitation</u>: The maximum lifetime School District contribution to any teacher pursuant to this article shall be \$24,000 and, upon reaching this maximum, the teacher shall no longer be eligible for School District contributions.

<u>Subd. 10. Applicable Statutes:</u> The provisions of this article are subject to all limitations relating to such plans as provided by law.

**Section 9. College in the Schools and Telepresence Assignments**: Teachers choosing to teach CIS or telepresence teaching assignments shall be compensated an additional \$150 stipend per semester per unique course (not section). Teachers who teach a combined CIS telepresence course will only receive one stipend per semester.

### **ARTICLE VIII**

#### **Group Insurance**

**Section 1. Selection of the Carrier**: Selection of the insurance carrier and policy shall be made by the School District as provided by law. The School District shall meet with the exclusive representative prior to any anticipated change in policies or benefits.

#### Section 2. Health and Hospitalization Insurance:

Subd. 1. Health and Hospitalization Insurance: The School District shall contribute a sum up to \$8,000 during the school years toward the single health and hospitalization insurance plan or \$13,500 for family for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Additional cost of the premium shall be paid by the teacher and paid by payroll deduction. Teachers married to one another or to other School District employees eligible for a School District contribution toward the premium of the group health and hospitalization insurance plan may combine the School District's contributions toward one family premium if allowed by the insurance carrier. For teachers electing the District's HSA plan, a contribution of \$1000 will be made into the employee's HSA account each year. The \$1000 will be placed into the HSA account no later than January 15th of each year.

<u>Subd. 2 Non-Election of District Insurance</u>: Employees electing not to purchase insurance shall be eligible to purchase up to \$500 worth of District benefits through Building Blocks OR current plan provider.

<u>Subd. 3. Dental Insurance</u>: The School District shall contribute a sum not to exceed \$45 per month for dental insurance for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group plan. Additional costs of the premium shall be paid by the teacher and paid by payroll deduction.

**Section 3. Income Protection Insurance**: The School District shall contribute a sum not to exceed \$16.83 per month toward the premium for all full-time teachers employed by the School District who qualify for and are enrolled in the School District's income protection insurance plan.

**Section 4. Contribution**: For new teachers, the School District will make its share of contribution as of September 1 of the given school term, and, for teachers leaving the School District at the end of a given term, the School District shall continue its share only through the next full month after the particular teacher leaves.

**Section 5. Claims Against the School District**: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

#### **ARTICLE IX**

#### Leave of Absence

#### Section 1. Sick Leave:

<u>Subd. 1. Sick Leave Earning</u>: At the beginning of each school year, each full-time teacher will be granted a sick leave allowance of 15-days for absence due to illness or injury during the school year without deduction from pay. Annual sick leave is earned on a proportionate basis to the teacher's work year.

<u>Subd. 2 Accumulation</u>: The School District shall provide, at the beginning of each school term, a record of the remaining number of accumulated sick leave days for each teacher. Unused portions of a teacher's leave allowance may accumulate to a maximum of 110 days.

<u>Subd. 3 Determination:</u> One day of sick leave may be used by a teacher for each day of necessary absence because of illness or injury. Additional days may be granted upon written request at the discretion of the Superintendent. In cases of systematic, successive, or repetitive absences, a teacher may be required by the School Board to furnish a statement from a Doctor of Medicine for any illness or injury certifying that the teacher has recovered sufficiently to return to normal duties. In the above-mentioned cases, the School District, at its expense, can require an examination by a physician of its choice.

<u>Subd. 4. Deduction:</u> Sick leave days used by a teacher shall be deducted from the accumulated sick leave days earned by that teacher. Sick leave will first be charged to the current year's allowance of sick leave. After the current year's allowance is exhausted, additional sick leave requests will be applied to the teacher's accumulated sick leave, if any. If the current year's allowance is not entirely used within the year in which it was granted, the balance will be added to the teacher's accumulation up to the maximum accumulation of 110 days.

<u>Subd 5. Use of Sick Leave</u>: An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in section 181.940 Subd. 4, adult child, spouse, sibling, parent, grandparent, stepchild, foster child or stepparent for a period of time as the employee's attendance may be necessary on the same terms upon which the employee is able to use sick leave benefits accumulated by the employee.

Personal sick leave benefits mean time accrued and available to a teacher to be used as a result of absence from work due to personal illness or injury but does not include long term or short-term disability or other salary continuation benefits.

Absences over 5 consecutive days shall require a medical certificate.

#### Section 2. Emergency Leave:

<u>Subd. 1. Allowance</u>: A full-time teacher may be granted 4 days of emergency leave per year by the Superintendent or his/her designee.

<u>Subd. 2. Absences Covered Under Emergency Leave:</u> Emergency leave may be used because of deaths of people the teacher is related to by family or marriage, funerals, and other instances as determined by the Superintendent or his/her designee.

Emergency leave for funerals for persons not related to the teacher by family or marriage will be limited by the availability of qualified substitutes.

<u>Subd. 3. Limitation</u>: Emergency leave cannot be used in conjunction with "Childcare/Adoption Leave" (Section 7. Below).

Subd. 4.: Emergency Leave will be deducted from sick leave.

#### Section 4. Personal Leave

<u>Subd. 1. Allowance</u>: Teachers may be granted 3 days of personal leave per year without giving a specific reason. Personal leave days may not accumulate from year to year. Teachers shall be reimbursed any unused personal days at the end of the school year at the sub rate of pay

- A. Personal business such as estate settlements, and court appearances are examples of reasons covered under personal leave.
- B. Leave for personal business is covered under personal leave.

<u>Subd. 2. Procedure</u>: Requests for personal leave must be made in writing to the Superintendent or his/her designated representative at least 3 days in advance. No more than 4 teachers will be granted personal leave on the same day.

<u>Subd. 3. Exclusions</u>: A personal leave day shall not be granted for the day preceding or the day following holidays, vacations, and the first and last day of the school year except in cases of extreme emergency as determined by the Superintendent. A personal leave day shall not be granted the day preceding or the day following the teachers' convention, unless a specific reason for the leave is included in the written request.

<u>Subd. 4. Limitation:</u> Personal leave cannot be used in conjunction with "Childcare/Adoption Leave" (Section 7. Below)

#### Section 4. Professional Leave:

<u>Subd. 1. Allowance:</u> Professional leave may be granted for teachers to attend workshops, professional clinics, conventions, and such meetings as his/her supervising principal or Superintendent shall approve or deem to be of value to the teacher or School District.

<u>Subd. 2. Procedure</u>: Teachers granted professional leave shall be granted transportation, registration fees, lodging, and meals in accordance with School Board policy. All requests for professional leave must be submitted in writing to the Superintendent or his/her designee at least 3 days in advance of the leave. Professional leave must have the prior written approval of the Superintendent or his/her designee.

#### Section 5. Exclusive Representative Leave:

<u>Subd. 1. Eligibility</u>: Exclusive Representative Leave may be granted without loss of pay to the elected officers of the exclusive representative, by the School District for the express purpose of conducting exclusive representative business.

<u>Subd. 2. Allowance</u>: The School District will grant up to 10 days of paid exclusive representative leave per Agreement term.

<u>Subd. 3. Procedure:</u> Request for exclusive representative leave must be submitted in writing to the Superintendent or his/her designated representative at least 3 days in advance of taking the leave. All leaves must have prior, written, approval.

**Section 6. Extended Leave of Absence:** Teachers may take advantage of the extended leave of absence pursuant to M.S. 122A.46.

#### Section 7. Childcare/Adoption Leave:

- <u>Subd. 1. Application Leave:</u> A childcare/adoption leave may be granted by the School District, subject to the provisions of this section, [to 1 parent of an infant child, provided such parent is caring for the child on a full-time basis].
- <u>Subd. 2. Procedure:</u> A teacher making an application for childcare/adoption leave shall inform the Superintendent in writing of his/her intention to take such leave at least 3 calendar months before commencement of the intended leave.
- <u>Subd. 3. Commencement:</u> The School District and teacher may adjust the proposed beginning or ending date of childcare/adoption leave so that the dates of the leave are coincident with some natural break in the school year i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.
- <u>Subd. 4. Duration:</u> In making a determination concerning the commencement and duration of a childcare /adoption leave, the School Board shall not, in any event, be required to:
  - 1. Grant any leave more than 12 months in duration;
  - 2. Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.
- <u>Subd. 5.</u> Reinstatement: A teacher returning from childcare/adoption leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave of absence.
- <u>Subd. 6. Termination:</u> Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.
- <u>Subd. 7. Probationary Period:</u> The parties agree that the applicable periods of probation for teachers as set forth in Minnesota statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on childcare/adoption leave shall not be counted in determining the completion of the probationary period.
- <u>Subd. 8. Retention of Rights</u>: A teacher who returns from childcare leave or adoption within the provisions of this section shall retain all previous experience credit for pay purposes and any unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare/adoption leave.
- <u>Subd. 9. Insurance Coverage</u>: A teacher on childcare/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the childcare/adoption leave.
- <u>Subd. 10. Pay and Fringe Benefits:</u> Except as stipulated, leave under this section shall be without pay or fringe benefits.

**Section 8. Educational Leave**: "Educational leave" is a leave of absence requested by the School Board involving compensation for study for the purpose of professional enrichment which shall result in benefit to the School District.

<u>Subd. 1. Eligibility:</u> In order to be eligible for educational leave, a teacher shall have served the School District for 3 full continuous years or more when the leave is for a semester or a quarter, etc. Such leave may be granted for 1/4, 1/2, 3/4, or a full school year.

<u>Subd. 2. Tuition and Fees</u>: Tuition and necessary fees will be paid by the School District. Any additional expenses may be paid after review by the School Board before such leave is granted.

<u>Subd. 3.</u> Retention of Rights: During an educational leave, a teacher shall retain all rights of tenure and fringe benefits as though working. Upon return to service, the teacher shall be reassigned to his or her former position or to a position of like status and pay unless previously discharged or placed on unrequested leave of absence.

<u>Subd. 4. Duration</u>: Educational leave may be granted for a quarter, trimester, semester, or full year. Leaves shall normally start and end at times [coterminal] with the college calendar for said leave.

<u>Subd. 5. Procedure:</u> Written requests for educational leave must be submitted to the supervising principal. Educational leave will not be granted without School Board approval.

<u>Subd. 6. Compensation:</u> Any teacher on educational leave as required by the School Board will receive his/her full teaching salary if leave is taken during the school teaching year.

#### Section 9: Jury Service and Political Leave:

<u>Subd. 1. Jury Service:</u> Jury service will be administered pursuant to Minnesota statutes. A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Subd. 2. Political Leave: Political leave will be administered pursuant to [M.S. 202A.19-135.]

**Section 10. Special Leave of Absence**: Teachers shall be eligible for a special leave of absence after 3 years of continual employment.

"Special Leave of Absence" shall be earned at the rate of one (1) day per two (2) years of full-time employment in the School District, a teacher with no teacher receiving more than five (5) days accumulated prior to the 1985/86 school year. No teacher shall be able to take more than five (5) days per year, with a maximum of three (3) teachers being gone per day. Teachers on "Special Leave of Absence" shall experience a pay deduction at the rate of the substitute's rate of pay in their next check following the "Special Leave of Absence." Teachers taking "Special Leave of Absence" are required to give the supervising principal a ten (10) day written notice, and submit detailed lesson plans to the supervising principal, and personal contact between the teacher and the substitute replacing that teacher must occur prior to such leave.

"Special Leave of Absence" cannot be used in conjunction with "Childcare/Adoption Leave" (Section 7. Above).

Section 11. Military Leave: Military leave shall be granted pursuant to applicable law.

## **ARTICLE X**

#### **Hours of Service**

**Section I. Basic Day**: The teacher's basic day, inclusive of lunch, is eight (8) hours. On the last working day of the week, teachers may leave after the buses have left the School District's property. With the written approval of the supervising principal, teachers may leave when the students are dismissed on days other than the last working day of the week.

**Section 2. Building Hours**: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

**Section 3. Additional Activities:** In addition to the basic school day, Teachers may be required to reasonably participate in School District activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a share of extra-curricular, co-curricular, and extra-duty activities as determined by the School District.

**Section 4. Preparation Time**: Daily preparation time for grade K-6 teachers shall be 50 minutes divided into no more than two 25-minute blocks. Preparation time for grade 7-12 teachers shall be 50 minutes daily.

#### **ARTICLE XI**

#### Length of School Year

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the School Board shall, prior to April of each year, establish the school calendar including the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

#### Section 2. Modifications in Calendar, Length of School Day:

<u>Subd. 1. Calendar:</u> In the event of energy shortage, severe weather, or other exigency, the School District, after consultation with the exclusive representative, reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District shall determine, if any.

<u>Subd. 2. School Day:</u> In the event of energy shortage, severe weather, or other exigency, the School District, after consultation with the exclusive representative, may modify the duty day or 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.

<u>Subd. 3. Meet and Confer</u>: Prior to adopting the calendar, duty day, or duty week, the School District shall afford the exclusive representative the opportunity to meet and confer on such matters.

#### **ARTICLE XII**

#### **Grievance Procedure**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by a teacher or group of teachers resulting in a dispute or disagreement between the teacher or group of teachers as filed by the exclusive representative - and the School Board or its designated representative as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 2. Representative**: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

#### Section 3. Definitions and Interpretations:

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

<u>Subd. 2. Days</u>: Reference to "days" regarding time periods in this procedure shall refer to any day or days school is in session.

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

<u>Subd. 4. Filing and Postmark:</u> The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period.

**Section 4. Time Limitation and Waiver**: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the supervising principal(s) setting forth the facts and the specific provision(s) of this Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred.

Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

**Section 5. Adjustment of Grievance**: The supervising principal(s) and the teacher shall attempt to adjust all grievances which may arise during the course of employment in the following manner.

<u>Subd. 1. Level 1 - Immediate Supervisor:</u> If the grievance is not resolved through informal discussions, the supervising principal(s) shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

<u>Subd. 2. Level II - Superintendent:</u> In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent

or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within seven (7) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

<u>Subd. 3. Level III – School Board</u>: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance at the next regular School Board meeting after receipt of the appeal. Within ten (10) days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render the decision.

**Section 6. Denial of Grievance**: Failure by the School Board or its representative to issue a decision within the time periods provided shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

**Section 7. Arbitration Procedures**: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

<u>Subd. 1. Submission to Arbitration:</u> The grievant may submit to arbitration any grievance which has been properly processed through Level III of the grievance procedure. The exclusive representative must file with the Superintendent a written notice of intention to arbitrate not more than twelve (12) days after the written decision of the grievance in Level III. Arbitration proceedings shall be conducted according to labor arbitration rules.

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

<u>Subd. 3. Selection of Arbitrator:</u> 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 Commissioner of the Minnesota Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to the PELRA providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided shall constitute a waiver of the grievance.

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

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

<u>Subd. 6. Expenses:</u> Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection

with presenting its case in arbitration. A transcript or recording of the hearing shall be made 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.

<u>Subd. 7. Jurisdiction</u>: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined 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 in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

<u>Subd. 8. Teacher Participation</u>: Teachers shall not lose wages due to their necessary participation in grievance hearings held locally during working hours. No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in this grievance procedure.

Section 8. Election of Remedies and Waiver: A party instituting an action, proceeding, or complaint in a federal or state 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 any other forum as outlined in this article, the teacher shall waive the 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 the Agreement or to enforce the award of an arbitrator.

#### **ARTICLE XIII**

#### Unrequested Leave of Absence (ULA) and Seniority Agreement

**Section 1. Purpose**: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

#### Section 2: Seniority

<u>Subd. 1. Seniority</u>: "seniority" applies only to tier 3 and tier 4 teachers and commences with the first day of continuous teaching service in the school district. "Seniority" means the number of years of continuous teaching service in the School District and shall be earned on a full-time basis by a full-time teacher and on a pro rata basis by a part-time teacher - at the same ratio as the salary of the part-time teacher. Teachers on ULA shall continue to accrue seniority. The word, "teacher", shall be as defined in this Agreement and the PELRA.

<u>Subd. 2. Affirmative Action:</u> The provisions in this article shall not apply if they will result in any violation of the School District's affirmative action program which shall include ethnic, race, color, and sex, and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purpose of such affirmative action program.

#### Section 3. ULA

<u>Subd. 1. Terms:</u> The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of three (3) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher, the school board, and exclusive representative.

<u>Subd.2. Notice</u>: Tier 3 and 4 non-probationary teachers placed on such leave shall receive notice by April 30th of the school year prior to the commencement of such leave with reasons for said placement. Tier 1 and 2 and probationary teachers placed on such leave shall receive notice by May 31st of the school year prior to the commencement of such leave with reasons for said placement.

<u>Subd. 3. Placement:</u> Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:

- 1. (a) The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.
- 2. (b) Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.
- 3. (c) Notwithstanding the provisions of paragraph (b), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which

the teacher holds only a tier 1 or tier 2 license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a tier 1 or tier 2 license in the same field. The provisions of this paragraph do not apply to vocational education licenses;

4. No teacher shall be placed on ULA if any other teacher employed in the same field and subject matter is not meeting established goals and timelines on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8.

<u>Subd. 4. Tie Breaker</u>: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for the purposes of reduction shall be in this order until the tie is broken:

- A. Total graduate level credits beyond a bachelor's degree
- B. Years of service in teaching
- C. Total credits beyond a bachelor's degree
- D. Most recent summative evaluation outcome

<u>Subd. 5. Years of Service</u>: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance and unemployment benefits if otherwise eligible for such compensation under the law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

#### Section 4: Reinstatement:

<u>Subd. 1. Process:</u> No new teacher shall be employed by the School District while any teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall by reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be inverse order in which teachers were placed on ULA.

<u>Subd. 2. Notices</u>: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient. The teacher on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a teacher on ULA, the School District shall mail the notice to such teacher and attempt at least two phone calls. The teacher shall have fifteen (15) days from the date of such notice to accept the re-employment. Failure to accept, in writing, within such fifteen (15)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave from a full-time position does not forfeit the right to reinstatement if they refuse to accept a position which is less than full time. A teacher on unrequested leave who accepts any position offered by the district is no longer on ULA. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall follow the tie- breaker language in Section 3, Subd. 4. Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 14 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to

which appointed on a future date determined by the board.

<u>Subd. 4. Reinstatement Rights</u>: Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the teacher and exclusive representative.

#### Section 5. Establishment of Seniority List:

<u>Subd. 1. Preparation</u>: By October 30th of each school year, the School Board shall cause a seniority list (by name, date of employment, licensed area by tier for tiers 2 through 4, and subject matter or field) to be prepared from its records. The School Board shall thereupon cause such a list to be posted in all school buildings of the School District. An email notification will be provided to teachers when the list is initially posted.

<u>Subd. 2. Request for Change</u>: Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have fifteen (15) days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

<u>Subd. 3. Final List</u>: Within fifteen (15) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and make such changes the School District and exclusive representative deems warranted. A final seniority list shall thereupon be prepared and posted by the School District, which list, as revised, shall be binding on the School District and any teacher.

**Section 6. Filing of Licenses**: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of February 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after February 15th shall be considered for purposes of reinstatement but not *for* the current reduction.

**Section 7. Effect**: This article shall be effective at the beginning date of this Master Agreement (2017-2019) and shall be governed by its duration clause. This article shall govern all teachers, as defined in Article III, Section 2 above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

**Section 8. Procedure:** Following a school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, 1) each individual teacher proposed for placement on unrequested leave of absence shall receive notice for the proposed placement that states the applicable grounds for proposed placement.

#### **ARTICLE XIV**

#### Early Childhood Family Education (ECFE) Teachers

**Section 1. Compensation and Benefits**: ECFE teachers shall be compensated pursuant to the salary schedule in this Agreement based on the number of hours they are employed each year. ECFE teachers shall receive a pro-ration of all the benefits within the Agreement based on the percentage of the year they are employed.

**Section 2. Hours of Service, Duty Day, Duty Week, and Duty Year**: Hours of service, duty day, duty week, and duty year shall be assigned by the School District and modified from time to time based upon the needs of the program.

<u>Subd. 1 Fridays or Non-Student Days</u>: Teachers in preschool shall be provided preparation time on Fridays OR non-student days each week as stacked preps each week. This would move 200 prep minutes to Fridays OR non-student contact days to cover the four class days in which they have students. When possible, the 200 minutes will be uninterrupted from other meetings or tasks.

- A. The District will provide the Union and preschool teachers with a tentative calendar of what dates and time the prep and other preschool duties will be compensated each year no later than September 1 each year...
- B. In the case in which the District is unable to provide the preschool teachers with the prep time on Fridays or non-student days, the teachers will be compensated at their hourly rate of pay. This will only be used as a last resort with the goal of giving the time back to teachers as stacked prep time on non-students days each week.

## **ARTICLE XV**

#### Duration

**Section I. Term and Reopening Negotiations**: This Agreement shall remain in full force and effect for a period commencing on the date of its execution, through June 30, 2025, except where otherwise noted, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

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

**Section 3. Finality**: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

IN WITNESS WHEREOF: The parties have executed this Agreement as follows:

FOR: The Exclusive Representative

President

Secretary

Chief Teacher (Vegociator

Dated this 19 day of 1, 2023

FOR:

The School District

School Board Chair & Chief Negotiator

School Board Clerk

Dated this day of

# APPENDIX A Salary Schedule 2023-2024

Step	ВА	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
1	\$45.100	\$46,338	\$47,581	\$48.819	\$50.059	\$51,299	\$53,425	\$53,781	\$55.021
	242.100	940,550	341,301	\$40,013	\$20,025	<b>5</b> 317533	833'353	3221101	477.VZ I
2	<u>\$46.566</u>	<u>\$47.845</u>	<u>\$49,126</u>	<u>\$50,405</u>	<u>\$51,686</u>	<u>\$52,966</u>	<u>\$54,245</u>	\$55,52 <u>5</u>	\$56.810
3	<u>\$48.033</u>	<u>\$49.348</u>	<u>\$50.670</u>	<u>\$51,995</u>	\$53 <u>.315</u>	<u>\$54,636</u>	<u>\$55,956</u>	<u>\$57,276</u>	<u>\$58.598</u>
4	<b>\$49.495</b>	<u>\$50.859</u>	<u>\$52.219</u>	<u>\$53,577</u>	<u>\$54.940</u>	<u>\$56,318</u>	<u>\$57.666</u>	\$59,024	\$60,384
5	\$50,964	<b>\$</b> 52,366	<u>\$53.764</u>	<u>\$55,166</u>	<u>\$56.569</u>	\$57.971	<u>\$59,372</u>	\$60,772	<b>\$62,173</b>
<u>6</u>	<u>\$52.431</u>	<u>\$53.869</u>	<u>\$55.309</u>	<u>\$56,318</u>	<u>\$58,195</u>	<u>\$59.638</u>	\$61.080	<u>\$62,520</u>	<u>\$63,961</u>
Z	<u>\$53,893</u>	<u>\$55,375</u>	<u>\$56,859</u>	\$58,341	<u>\$59.825</u>	<u>\$61.303</u>	<u>\$62.787</u>	\$64.268	<u>\$65,749</u>
8	<u>\$55.358</u>	<u>\$56.883</u>	<u>\$58,404</u>	<u>\$59.926</u>	<u>\$61,450</u>	<u>\$62,987</u>	<u>\$64,492</u>	<u>\$66,017</u>	<u>\$67,539</u>
9	<u>\$56,823</u>	<u>\$58.470</u>	<u>\$59,952</u>	<u>\$61.513</u>	<u>\$63,075</u>	<u>\$64.638</u>	<u>\$66,198</u>	<u>\$67.766</u>	<u>\$69,327</u>
<u>10</u>	<u>\$58,292</u>	<u>\$59,892</u>	<u>\$61,496</u>	<u>\$63,104</u>	<u>\$64,703</u>	<u>\$66,306</u>	<u>\$67,909</u>	<u>\$69,511</u>	<u>\$71.117</u>
11	\$59,758	<u>\$61.403</u>	\$63.043	<u>\$64.684</u>	\$66.330	<u>\$67.972</u>	<u>\$69.617</u>	<u>\$71.259</u>	\$72.902
12	\$61,220	\$62,904	<u>\$64,590</u>	<u>\$66,275</u>	<u>\$67.957</u>	<u>\$69.639</u>	<u>\$71.324</u>	\$73,005	<u>\$74.690</u>
13	<u>\$63.148</u>	<u>\$64.884</u>	\$66 <u>.135</u>	<u>\$67,862</u>	\$69,582	<u>\$71.308</u>	<u>\$73.033</u>	<u>\$74.755</u>	<u>\$76,479</u>
14			<u>\$68,178</u>	<u>\$69.955</u>	<u>\$71.731</u>	<u>\$72,975</u>	<u>\$74.740</u>	<u>\$76,503</u>	<u>\$78,267</u>
15						<b>\$</b> 75.189	<u>\$77.008</u>	<u>\$78.824</u>	<u>\$80.643</u>

## APPENDIX B LONGEVITY PAY 2023-2024

Any Teacher who has taught in the district for at least 15 years shall receive an annual longevity increment according to the following schedule. Payment will be separate checks pay on or before July 1 each year:

Teacher has completed 16-18 \$1000 Teacher has completed 19-21 \$1100 Teacher has completed 22-24 - \$1250 Teacher has completed 25-27 - \$1350 Teacher has completed 28-29 - \$1500 Teacher has completed 30-Plus \$3000

## APPENDIX C Salary Schedule 2024-2025

	T		<del></del>	I	T	1	<u> </u>	r	
Step	BA	<u>BA+15</u>	BA+30	BA+45	BA+60	MA	MA+15	MA+30	<u>MA+45</u>
1	<u>\$46,678</u>	<u>\$47,959</u>	<u>\$49,246</u>	<u>\$50,527</u>	<u>\$51.811</u>	<u>\$53.094</u>	<u>\$56.096</u>	<u>\$55,663</u>	<u>\$56,947</u>
2	<u>\$48,196</u>	<u>\$49.520</u>	<u>\$50,846</u>	<u>\$52.169</u>	<u>\$53.495</u>	<u>\$54.820</u>	<u>\$56,957</u>	<u>\$57,468</u>	<u>\$58,799</u>
3	<u>\$49,714</u>	<u>\$51.075</u>	<u>\$52.443</u>	<u>\$53.815</u>	<u>\$55,181</u>	<u>\$56.548</u>	<u>\$58,753</u>	<u>\$59,281</u>	<u>\$60,649</u>
4	<u>\$51,227</u>	<u>\$52,639</u>	<u>\$54,046</u>	<u>\$55,453</u>	<u>\$56,863</u>	<u>\$58,289</u>	<u>\$60,549</u>	<u>\$61,089</u>	<u>\$62,498</u>
<u>5</u>	<u>\$52,748</u>	<u>\$54,198</u>	<u>\$55,646</u>	<u>\$57.097</u>	<u>\$58.549</u>	<u>\$59,999</u>	<u>\$62,341</u>	<u>\$62.899</u>	<u>\$64,349</u>
<u>6</u>	<u>\$54,266</u>	<u>\$55,755</u>	<u>\$57,245</u>	<u>\$58.739</u>	<u>\$60.232</u>	<u>\$61.725</u>	<u>\$64.134</u>	<u>\$64,708</u>	<u>\$66,199</u>
7	<u>\$55,780</u>	<u>\$57,313</u>	<u>\$58,849</u>	<u>\$60,383</u>	\$61.919	<u>\$63,449</u>	<u>\$65,926</u>	<u>\$66,518</u>	<u>\$68.050</u>
<u>8</u>	<u>\$57,296</u>	<u>\$58,874</u>	<u>\$60,448</u>	<u>\$62,023</u>	<u>\$63,601</u>	<u>\$65,192</u>	<u>\$67.717</u>	<u>\$68.327</u>	<u>\$69,903</u>
9	<u>\$58,812</u>	<u>\$60,517</u>	<u>\$62,050</u>	<u>\$63,666</u>	<u>\$65,282</u>	<u>\$66,900</u>	<u>\$69,508</u>	<u>\$70,138</u>	<u>\$71,754</u>
<u>10</u>	<u>\$60,332</u>	<u>\$61,988</u>	<u>\$63.649</u>	<u>\$65,313</u>	<u>\$66,968</u>	<u>\$68.627</u>	<u>\$71.304</u>	<u>\$71,944</u>	<u>\$73,606</u>
<u>11</u>	<u>\$61.849</u>	<u>\$63,552</u>	<u>\$65,250</u>	<u>\$66,948</u>	<u>\$68,651</u>	<u>\$70.351</u>	<u>\$73,098</u>	<u>\$73.753</u>	<u>\$75,453</u>
<u>12</u>	<u>\$63,363</u>	<u>\$65,106</u>	<u>\$66,850</u>	<u>\$68,595</u>	<u>\$70,336</u>	<u>\$72,077</u>	<u>\$74.891</u>	<u>\$75,561</u>	<u>\$77,304</u>
<u>13</u>	<u>\$65.358</u>	<u>\$67.155</u>	<u>\$68,450</u>	<u>\$70,237</u>	<u>\$72.018</u>	<u>\$73,803</u>	<u>\$76.684</u>	<u>\$77,371</u>	<u>\$79,156</u>
<u>14</u>			<u>\$70,564</u>	<u>\$72,404</u>	<u>\$74.241</u>	<u>\$75,529</u>	<u>\$78,477</u>	<u>\$79,181</u>	<u>\$81,006</u>
<u>15</u>						<u>\$79,703</u>	<u>\$80,858</u>	<u>\$81,582</u>	<u>\$83,466</u>

## APPENDIX D LONGEVITY PAY 2024-2025

Any Teacher who has taught in the district for at least 15 years shall receive an annual longevity increment according to the following schedule. Payment will be separate checks pay on or before July 1 each year:

Teacher has completed 16-18 \$1000

Teacher has completed 19-21 \$1100

Teacher has completed 22-24 - \$1250

Teacher has completed 25-27 - \$1350

Teacher has completed 28-29 - \$1500

Teacher has completed 30-Plus \$3000

## APPENDIX E

	Acti	vity and Extra	Du	ty Schedule - 2023-2024		
Based on BA Step 1	Percent	Stipend			Percent	Stipend
Activities Director	18.00%	\$ 8,118.00		Assistant Baseball	10.00%	\$ 4,510.00
Activities Director will have	1 class perio	d of their duty		JV Baseball	7.00%	\$ 3,157.00
day scheduled each day to do				Junior High Baseball	7.00%	\$ 3,157.00
yea	ŗ.			Elementary	2.00%	\$ 902.00
Head Football	14.00%	\$ 6,314.00				
Assistant Football	10.00%	\$ 4,510.00		Head Softball	14.00%	\$ 6,314.00
JV Football	5.00%	\$ 2,255.00		Assistant Softball	10.00%	\$ 4,510.00
Junior High Football	7.00%	\$ 3,157.00		JV Softball	7.00%	\$ 3,157.00
Elementary Football	2.00%	\$ 902.00		Junior High Softball	7.00%	\$ 3,157.00
				Elementary	2.00%	\$ 902.00
Head Volleyball	14.00%	\$ 6,314.00				
Assistant Volleyball	10.00%	\$ 4,510.00		Cheerleading Football	3.00%	\$ 1,353.00
JV Volleyball	5.00%	\$ 2,255.00		Cheerleading Basketball	5.00%	\$ 2,255.00
Junior High Volleyball	7.00%	\$ 3,157.00		Cheerleading Wrestling	3.00%	\$ 1,353.00
Elementary Volleyball	2.00%	\$ 902.00				
				Knowledge Bowl	3.00%	\$ 1,353.00
Head Basketball	15.00%	\$ 6,765.00		Drama	3.00%	\$ 1,353.00
Assistant Basketball	12.00%	\$ 5,412.00		Chorus	3.00%	\$ 1,353.00
JV Basketball	7.00%	\$ 3,157.00		Band	7.00%	\$ 3,157.00
Junior High Basketball	8.00%	\$ 3,608.00	$\vdash$	One Act Play	3.00%	\$ 1,353.00
Elementary Basketball	2.00%	\$ 902.00		Sr Class Advisor	3.00%	\$ 1,353.00
				Prom Coord.	3.00%	\$ 1,353.00
Head Golf	11.00%	\$ 4,961.00		FCCLA	3.00%	\$ 1,353.00
Assistant Golf Trap	7.00%	\$ 3,157.00		OES	3.00%	\$ 1,353.00
JV Golf	5.00%	\$ 2,255.00		HS Student Leadership	3.00%	\$ 1,353.00
Junior High Golf	7.00%	\$ 3,157.00		Elem Student Council	2.00%	\$ 902.00
Elementary	2.00%	\$ 902.00		SADD/YIA	3.00%	\$ 1,353.00
				Annual	4.00%	\$ 1,804.00
Head Wrestling	15.00%	\$ 6,765.00		Head Speech	6.00%	\$ 2,800.68
Assistant Wrestling	10.00%	\$ 4,510.00		Assistant Speech	3.00%	\$ 1,353.00
JV Wrestling	5.00%	\$ 2,255.00		Debate	3.00%	\$ 1,353.00
Junior High Wrestling	7.00%	\$ 3,157.00		Newspaper	4.00%	\$ 1,804.00
Elementary Wrestling	2.00%	\$ 902.00				
1				Mentor Coordinator	3.00%	\$ 1,353.00
Head Cross County	14.00%	\$ 6,314.00		PBIS Coordinator	6.50%	\$ 2,931.50
Assistant Cross Country	10.00%	\$ 4,510.00	Ш			
JV Cross Country	7.00%	\$ 3,157.00	Ш	Driver Ed	Per hour	\$ 35.50
Junior High Cross Country	7.00%	\$ 3,157.00	Ш	Officials for JH or JV Games	Per game	\$ 45.00
Elementary	2.00%	\$ 902.00				
Head Track	14.00%	\$ 6,314.00				
Assistant Track	10.00%	\$ 4,150.00				
JV Track	7.00%	\$ 3,157.00				
Junior High Track	7.00%	\$ 3,157.00				
Elementary	2.00%	\$ 902.00		-		

	Activit	y and Extra Dut	y Schedule - 2024-2025		
Based on BA Step 1				Percent	Stipend
Position	Percent	Stipend	Head Baseball	14.00%	\$ 6534.92
Activities Director	18.00%	\$ 8402.04	Assistant Baseball	10.00%	\$ 4667.80
			JV Baseball	7.00%	\$ 3,267.46
A ski data a Potanakan a dili ba	4		Junior High Baseball	7.00%	\$ 3,267.46
Activities Director will ha scheduled each day to do			Elementary	2.00%	\$ 933.56
Head Football	14.00%	\$ 6,534.92	Elementary	2.00%	ψ 755.50
Assistant Football	10.00%	\$ 4,667.80	Head Softball	14.00%	\$ 6534.92
JV Football	5.00%	\$ 2,333.90	Assistant Softball	10.00%	\$ 4667.80
Junior High Football	7.00%	\$ 3,267.46	JV Softball	7.00%	\$ 3,267.46
Elementary Football	2.00%	\$ 933.56	Junior High Softball	7.00%	\$ 3,267.46
			Elementary	2.00%	\$ 933.56
Head Volleyball	14.00%	\$ 6,534.90			
Assistant Volleyball	10.00%	\$ 4,667.80	Cheerleading Football	3.00%	\$ 1,400.34
JV Volleyball	5.00%	\$ 2,333.90	Cheerleading Basketball	5.00%	\$ 2,333.90
Junior High Volleyball	7.00%	\$ 3,267.46	Cheerleading Wrestling	3.00%	\$ 1,400.34
Elementary Volleyball	2.00%	\$ 933.56	THE STATE OF THE S	0.5570	2, 100.04
	:	<u> </u>	Knowledge Bowl	3.00%	\$ 1,400.34
Head Basketball	15.00%	\$ 7,001.70	Drama	3.00%	\$ 1,400.34
Assistant Basketball	12.00%	\$ 5,601.36	Chorus	3.00%	\$ 1,400.34
JV Basketball	7.00%	\$ 3,267.46	Band	7.00%	\$ 3,267.46
Junior High Basketball	8.00%	\$ 3,734.24	One Act Play	3.00%	\$ 1,400.34
Elementary Basketball	2.00%	\$ 933.56	Sr Class Advisor	3.00%	\$ 1,400.34
Liementary busineepun	2.0070	Ψ 700.50	Prom Coord.	3.00%	\$ 1,400.34
Head Golf	11.00%	\$ 5,134.58	FCCLA	3.00%	\$ 1,400.34
Assistant Golf Trap	7.00%	\$ 3,267.46	OES	3.00%	\$ 1,400.34
JV Golf	5.00%	\$ 2,333.90	HS Student Leadership	3.00%	\$ 1,400.34
Elementary	2.00%	\$ 859.04	SADD/YIA	3.00%	\$ 1,400.34
CRINCINALY	2.00%	ψ 657.04	Annual	4.00%	\$ 1,867.12
Head Wrestling	15.00%	\$ 7,001.70	Head Speech	6.00%	
					\$ 2,577.11
Assistant Wrestling	10.00%	\$ 4,667.80	Assistant Speech	3.00%	\$ 1,400.34
JV Wrestling	5.00%	\$ 2,147.59	Debate	3.00%	\$ 1,400.34
Junior High Wrestling	7.00%	\$ 3,267.46	Newspaper	4.00%	\$ 1,867.12
Elementary Wrestling	2.00%	\$ 933.56			
			Mentor Coordinator	3.00%	\$ 1,400.34
Head Cross County	14.00%	\$ 6534.92	PBIS Coordinator	6.50%	\$ 3,034.07
Assistant Cross Country	10.00%	\$ 4.667.80			
JV Cross Country	7.00%	\$ 3,267.46			
Junior High Cross Country	7.00%	\$ 3,267.46			
Elementary	2.00%	\$ 933.56			
EIGHIGHER Y	2.00/6	φ /55.50		\$ 35.50 pe	r hour
			Driver Ed	T - 3,000 PC	
Head Track	14.00%	\$ 6534.92			
Assistant Track	10.00%	\$ 4,667.80	Officials for JH or JV Games	\$45per game	
JV Track	7.00%	\$ 3,267.46		T Put Ba	
Junior High Track	7.00%	\$ 3,267.46			
Elementary	2.00%	\$ 933.56			