MASTER CONTRACT

2023 - 2025
PILLAGER PUBLIC SCHOOLS

EDUCATION MINNESOTA PILLAGER

AFT/NEA LOCAL 1801

Exclusive Representative

PREFACE

The Education Minnesota Local 1801 and Independent School District No. 116 do hereby enter into this Master Contract with the following understandings and stipulations:

1. For the contract period 2023-2025 the parties agree to use the 2021-2023 Brainerd Master Contract (with understandings and stipulations) as the 2023-2025 Pillager Master Contract.

2. In future contracts the parties will consider the previous contract from Brainerd (with understandings and stipulations) for the current contract period.

3. The parties also agree that sixty days prior to the expiration of any contract they will both report the next settlement to their respective organizations and the MN Department of Education unless the union has requested to open negotiations prior to the sixty day limit.

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ARTICLE I - Preamble

This Master Agreement is entered into between the Education Minnesota Pillager, Local 1801 Education Minnesota AFT/NEA, AFL-CIO (hereinafter called the Education Minnesota Pillager) and the School Board of Independent School District No. 116, Pillager, Minnesota (hereinafter referred to as the School Board), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions of employment for teachers during the term of this Master Agreement.

ARTICLE II - Recognition of Exclusive Representative

In accordance with the P.E.L.R.A., the School Board recognizes the Education Minnesota Pillager as the exclusive representative of Teachers and certified school nurses employed by the School Board of Independent School District No. 116. The Education Minnesota Pillager as certified bargaining representative shall have those rights and duties as prescribed by the P.E.L.R.A., and such as described in the provisions in this Agreement.
All terms used in this Master Agreement shall have those meanings defined by the P.E.L.R.A.

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 except retirement contributions of benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher:

The term "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed and who is licensed by the State of Minnesota including physical therapists and occupational therapists; but shall not include superintendent, assistant superintendent, principals, directors, and assistant principals who devote more than 50% 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 the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 5. Union Leave:

EMP members, designated by EMP, shall be entitled to a total of 20 days paid time away from work. The reason for and schedule of the absence shall be pre-approved by mutual agreement by District Administration and EMP.

Section 6. Non-Discrimination:

The School District and the Education Minnesota Pillager agree that Independent School District 116, Pillager Public Schools, shall not discriminate based on race, creed, religion, color, national origin, age, sex, marital status, place of residence, or disability.

Section 7. Access to Membership Lists:

By October 1 of each school year, the District shall provide in electronic form to the exclusive representatives the names, telephone numbers, e-mail address, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Upon request, the District shall provide the exclusive representative with a current bargaining unit list. Such request shall be filled within 10 (ten) days.

Section 8. Access to Worksites:

Representatives of EMP shall have reasonable access on the same terms as other members of the community to worksites, school facilities and services (i.e. interschool mail, electronic communication) to investigate employee complaints, communicate with members, hold meeting and conduct other business. Upon arrival at the worksite, EMP representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

ARTICLE III - School Board Rights

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes 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 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 opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement 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. The exclusive representative also recognizes that the School Board, 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 governmental agencies. Any provision 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 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV - Teacher Rights

Section 1. Rights to Views:

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:

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.

Section 3. Personnel Files:

Personnel files of School District No. 116 shall be governed by Minnesota Statute 122A.40, Subdivision 19.

Section 4. Application of Agreement:

Subdivision 1.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, place of residence, or disability.

Subdivision 2.

There shall be three signed copies of the final contract for the purposes of record. One retained by the Board, one by Education Minnesota Pillager and one by the Superintendent. The Board shall provide each teacher with a copy of the final contract.

Section 5. Notice of Assignment:

The School District shall issue Notice of Assignment each year to all staff covered by this Contract. All first year employees covered by this agreement will be issued a contract and notice of assignment for employee and School Board signature.

Whenever feasible, teachers shall be notified of their individual schedules for the ensuing year no later than July 1.

Section 6. Lead Teacher, Program Coordinator and Teacher on Special Assignment Positions:

The School District will review with EMP the lead teacher, program coordinator and teacher on special assignment positions (T.O.S.A.) it desires to establish. The School District and EMP will create job descriptions for the position that will not include placing the teacher in an evaluative or disciplinary role with the other teachers. The teacher will be compensated at a rate agreed upon between the teacher, EMP and the School District. The teacher serving in a lead teacher, program coordinator and T.O.S.A. positions can return to his/her former teaching position with a letter of notification to the School District by March 1. The teacher will continue to earn seniority while on special assignment. All lead teacher, program coordinator and T.O.S.A. positions will be posted in accordance with the Master Agreement.

Section 7. Disciplinary Action:

No teacher shall be denied a scheduled salary increase or deprived of any professional advantage without reasonable notice for correction. Such discipline or denial shall not take place without good and sufficient reason. Any such discipline or denial, including adverse evaluation of teacher performance asserted by the School Board or representative thereof, shall be subject to the

professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and to the Education Minnesota Pillager.

Subdivision 1. Suspension Without Pay:

A teacher may be suspended without pay for good and sufficient reason. Any such suspension is subject to the Grievance Procedure.

Subdivision 2. Notice and Hearing:

Suspension shall take effect upon written notification, except in an emergency when written notice will follow as soon as possible, from the Superintendent of Schools to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request for a hearing before the School Board to review the suspension within five (5) days after receipt of such notification. If, after a hearing before the School Board, the suspension is reversed and set aside, the teacher shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the teacher shall have the right to invoke the Grievance Procedures set forth in the Agreement in Level IV of said procedure.

Subdivision 3. Effective Date:

The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) days.

Section 8. Dues Deduction:

Subdivision 1.

A teacher may sign and deliver to the School Board an assignment authorizing deduction of membership dues in the professional teacher organization of his/her choice not less than two (2) weeks before the next available pay date. Such authorization shall continue in effect from year to year unless revoked in writing during the week proceeding October 1 each year. The District agrees to implement all of the terms of dues-check-off authorization submitted to the District by EMP and agreed to be the Employee. Pursuant to such authorization, the School Board shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for new teachers

and teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

Subdivision 2.

With respect to all sums deducted by the School Board, pursuant to authorization of the employees, the School Board agrees to remit such amounts to the appropriate organization.

Section 9. Credit Union:

The School Board agrees to deduct from teachers' salaries payments to teacher organization credit unions. Said deductions must be authorized in writing by the teacher.

Section 10. Representative:

Subdivision I :

Duly authorized representative of professional teacher organization and their respective affiliates shall be permitted to transact official organizational business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Subdivision 2:

An employee who, on behalf of the Education Minnesota Pillager, is required to actively participate in a grievance arbitration session during the school day shall be released from regular duties during said hearing without loss of pay.

Subdivision 3:

The exclusive representative shall be entitled to a reasonable time for activities and meetings associated with duties as exclusive representative. The exclusive representative shall pay the costs of the substitute teacher.

Section 11. District Advisory Committee:

The School District shall include teachers on the District Advisory Committee.

Section 12. Teacher Evaluations:

Although evaluation of student achievement is a primary responsibility of administration and certified staff, student achievement results will not be the sole criteria used for evaluation of certified staff.

ARTICLE V - Itinerant Staff

Section 1.

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practical.

Section 2.

Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day, shall be reimbursed for all such travel at the IRS. rate per mile for all driving done after arrival at the first location at the beginning of their workday. Teachers traveling to three or more work sites per day for the entire school year shall have option of $250 per year or the I.R.S. mileage rate.

Section 3.

The same allowance shall be given for use of personal cars for field trips or other business of the School District.

ARTICLE VI - Teacher Transfer and Vacancies

Section 1. Transfers:

Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Education Minnesota Pillager. The request shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Such requests shall be renewed once each year by the teacher to assure consideration by the School Board. The Board, with the approval of the Superintendent, may make such transfers as it deems advisable for the best interests of the school system.

Subdivision 1.

In the event of an involuntary transfer, the Superintendent shall notify the affected teacher and the Education Minnesota Pillager of such transfer. If the teacher objects to such transfer, the dispute may be resolved through the professional grievance procedure. Subdivision 2.

Any teacher who shall be transferred to an administrative or executive position and who returns to teacher status within four years shall be entitled to retain such rights as he or she may have had under this Agreement prior to such transfer to supervisory or executive status.

Section 2. Vacancies:

The School Board declares its support of a policy of filling vacancies, including temporary vacancies and vacancies in supervisory positions, from within its own teaching staff. Vacancies of less than one school year need not be posted.

Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than one (l) week before the position is filled and give written notification to the Education Minnesota Pillager. Vacancies when filled from within the present teaching staff shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the School District, and other relevant factors.

NOTE: UNDERSTANDING AND STIPULATION

The District Website can serve as the bulletin board for each building.

ARTICLE VII - Unrequested Leave of Absence and Seniority Agreement

Section 1. Purpose:

The purpose of this policy is to implement the provisions of Minn. Stat. §122A.40, Subdivision 10, and amendments thereto.

Section 2. Definitions:

The School 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. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave, the board shall be governed by the following provisions:

Subdivision I

No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while Tier I — licensed, Tier 2 — licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subdivision 2.

Tier 3 and 4 teachers shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order of seniority, as calculated by initial date of hire as a licensed teacher in the district. No continuing contract teacher shall be placed on unrequested leave of absence if any other qualified continuing contract. teacher licensed in the same field and subject matter is on a "Targeted Staff Development and Improvement Plan — District Level" as provided in the ISD 116 Certified Staff Development and Improvement Plan required in M.S. 122A.40 Subd. 8.

Subdivision 3.

Notwithstanding the provisions of Subdivision 2, no teacher shall be entitled to exercise any seniority when that exercise results in that teacher being retained by the School District in a field for which the teacher holds only a provisional 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 provisional license in the same field. The provisions of this Subdivision shall not apply to vocational education licenses.

Subdivision 4.

A. Full-time seniority means continuing contract, qualified teachers commencing with first day of actual service in the School District and shall exclude probationary

teachers, those teachers who are substituting for teachers on leaves of absence, and part time teachers employed less than fifty percent (50 percent) in a school year. Part-time seniority means continuing contract, qualified teachers who are employed less than fifty percent (50 percent) commencing with first day of actual service in the School District and shall exclude probationary teachers and those teachers who are substituting for teachers on leaves of absence. The first day of actual service in the School District must be in a position for which proper licensure was held. Probationary teachers who subsequently gain continuing contract rights will have, at the next publishing of the seniority lists, their initial date of employment with the School District specified.

B. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated by action of School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subdivision 5.

The School Board may place on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the ISD 116 Human Resources Office by April 1 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 between the teacher and the School Board. Teachers on unrequested leave shall remain eligible for participation in group insurance programs at their own expense.

Subdivision 6.

Teachers placed on unrequested leave shall receive notice before June 1 st of the school year prior to the commencement of such leave with reasons therefore, with a hearing provided in accordance with Minn. Stat.§ 122A.40, upon submission of a timely request for a hearing.

Subdivision 7.

In the event of a staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the

employee for purposes of lay off shall be the teacher with the least number of licensure areas shall be laid off first. If a tie still exists, the teacher with the highest Minnesota Teacher licensure number shall be laid off. Any teacher who is on step three of the teacher appraisal system will be laid off prior to a teacher with equal seniority in a tie situation.

Subdivision 8.

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation 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 3. Reinstatement:

Subdivision 1.

No new teacher at any licensure tier shall be employed by the School District while any full-time qualified teacher, in the same field and subject matter, is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they are licensed as such positions become available. Part-time teachers are not entitled to reinstatement to full-time positions. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. No teacher shall be reinstated to a position in a field in which the teacher holds a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A full-time teacher on unrequested leave does not forfeit right to call back when accepting a part time position. Failure to accept or decline in writing a full year position, for which teacher is licensed, eliminates eligibility for reinstatement.

Subdivision 2.

When placed on unrequested leave, a teacher shall file with the School District Personnel Office, the name and address to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or address changes. Mailing by certified mail any notice of reinstatement or availability of position to the teacher at the last known address shall be sufficient. Failure of a notice to reach a teacher shall not be the responsibility of the School District, if such notice has been mailed as provided herein.

Subdivision 3.

If a position for which a teacher on unrequested leave of absence is licensed becomes available, the School District shall simultaneously mail notice of availability of position and seniority ranking to all qualified teachers on unrequested leave and to Education Minnesota Pillager. Such teachers shall have twenty (20) days from the date of such mailing to indicate to the Board in writing their willingness to accept reemployment. The most senior of said teachers to reply affirmatively shall be reinstated. A teacher on unrequested leave of absence does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position. Failure to reply in writing within such twenty (20) day period shall constitute a waiver on the part of any such teacher to further rights of employment or reinstatement, and shall forfeit any future reinstatement or employment rights.

Subdivision 4.

Regardless of any other provision of the Agreement, reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher, the school district and the exclusive representative.

Section 4. Establishment of Seniority Lists:

Subdivision 1.

Within ninety (90) days after the beginning of school, the School Board and Education Minnesota Pillager shall cause full-time and part-time seniority lists to be prepared from its records. The list will include: the name of every teacher, seniority date, continuing contract or probationary status and licensure area by tier. It shall thereupon post such lists in an official place in each school in the district.

Subdivision 2.

Any person whose name appears on such lists and who may disagree with the findings of the School Board and the order of seniority in said lists shall have ten (10) working days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.

Subdivision 3.

Within twenty (20) working days after posting, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. Final seniority lists shall thereupon be prepared by the School Board and exclusive representative, which lists as revised shall be binding on the School Board and any teacher. Each year thereafter, the School Board and exclusive representative shall cause such seniority lists to be updated as provided in this Section to reflect any change of certification or qualification, addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or addition of such employees. Regardless of any other provision in this Agreement, such yearly revised lists shall govern the application of the unrequested leave of absence policy during the entire school year and thereafter until revised.

Section 5. Effect:

This Article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined herein and shall not be construed to limit the rights of any other certified employees not covered by the Master Agreement, or other Master Agreement affecting such certified employee.

Section 6. Filing of Licenses:

In any year in which a reduction of teaching staff is occurring and the School District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's Office for filing as of February I of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after February I shall be considered for purposes of recall, but not to the current position.

ARTICLE VIII - Retirement Benefits

Section 1. Eligibility:

Full-time teachers (working 8 hours per day, 183) who have completed 15 or more years active continuous service and who are at least 55 years of age, shall be eligible for retirement benefits as provided in this Article. Teacher must give written notice of retirement by February 1 preceding date of retirement to qualify for retirement benefits.

Subdivision 1.

Teachers who are eligible to participate in the retirement program but are on leave of absence, must return to the School District for one school year of active service to qualify for retirement benefits.

Section 2. Retirement Pay:

Eligible teachers shall receive, upon retirement, the amount equal to 100 days pay based on their daily rate when they retire.

Subdivision 1.

Teachers who retire shall remain eligible for participation in the School District's group health insurance program, up to the point of eligibility for Medicare or for up to twelve (12) years, whichever is less. Eligibility for single or family plan will be based on participating status as of September 1 during the last full year of teaching. Teachers who retire will have their medical insurance premiums compensated at the rate identified in the Agreement that was in effect during the year of their retirement.

Subdivision 2.

Part-time teachers who have completed 15 or more years active continuous service and were hired before January 1, 2009, who work part time (more than 50% and less than 100%) shall receive prorated health insurance benefits proportional to their last full year contract work load.

Beginning July 1, 2023, part time teachers, who were hired after January 1, 2009, who work part time (more than 50% and less than 100%) shall receive prorated contribution to their School District sponsored Healthcare Reimbursement Arrangement.

Section 3. Constructive Receipt:

In the event that it is determined by the IRS that the retirement benefit listed in this Article is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year that the person retires), the School District agrees to the following:

Subdivision 1.

The employer will withhold from the imputed income and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.

Subdivision 2.

The remaining portion of the retirement benefit will be paid out in accordance with the terms of this Agreement.

Section 4. Distribution of Retirement Benefit:

The School District shall put 100% of the retirement benefit into a post -retirement health care savings plan that allows teachers to pay medical expenses and/or health insurance premiums after termination of service from the School District. Teachers who are exempt from participating in the post-retirement health care savings plan as per IRS guidelines must direct 100% of the retirement benefit into the tax sheltered annuity plan. IRS guidelines specify an employee who will be receiving post-retirement health care coverage through a spouse's employer and an employee who will receive post-retirement health care coverage from the military may be excluded from putting money into the post-retirement health care savings plan.

Subdivision 1.

According to Minn. Stat. §471.61, Subdivision 2b, teachers who retire shall remain eligible for participation in the School District's group health insurance program. Eligibility for single or family plan will be based on participating status as of September l, during the last full year of teaching.

Teachers hired prior to January l, 2011, who have completed 15 years or more of active continuous service and who are at least 55 years of age at the time of retirement will have their medical insurance premiums compensated at a fixed dollar amount equal to the percent of the School District contribution to the respective insurance plan identified in the Agreement that was in effect during the year of their retirement, up until the employee is eligible for Medicare or for up to twelve (12) years, whichever is less.

Teachers hired after January 1, 2011, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Teachers hired after January 1, 2011, will receive a defined contribution from the School District for a period up to 25 consecutive years. The School District will contribute $1,600 per year for the first 15 years and

$2,600 for the remaining 10 years. Contributions will be made to eligible, active employees upon completion of each school year and contributed to the School District sponsored Healthcare Reimbursement Arrangement (HRA) account in June of each year. The School District contribution and accrued interest earnings will be available to the employee after successful completion of their 15 th year of service. If separation of service occurs at any time prior to successful completion of their 15th year of service, the School District's contribution and accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. At time of qualified accessibility of funds from the plan, disbursements for reimbursement of eligible expenses are governed in accordance with current IRS rules and regulations. At the completion of 15 years of service and fully vested, the employee will have the option of having the School District's HRA plan send all of the contributions for that employee and all interest earned by that employee's account over that 15-year period of time to a compatible public or private health care savings plan.

ARTICLE IX - 403(b) Annuity Matching Program

All teachers employed after July 1, 2000, shall not be eligible for the retirement incentive under Article VIII of the Master Agreement. Such teachers shall only be eligible to participate in the 403(b) annuity matching program. The School District shall make matching contributions to such program, the maximum amount as set forth in Section 2 below.

Section 1.

Any teacher eligible for retirement incentive under Article VIll of this Master Agreement will continue to be eligible to receive retirement pay as set forth therein. Such teachers may also participate in the School District's 403(b) annuity matching program. Part time teachers that are at least halftime would also be eligible to participate in this plan — prorated (based on their percentage of teaching time). The School District matching contribution to such program shall be in the amount as set forth in Section 2 below, but will not exceed a lifetime contribution cap per teacher of $34,000, beginning in 2014-15.

Beginning in 2014-15, the total contribution of retirement pay plus life time 403(B) School District contribution shall not exceed $34,000, except teachers employed before July 1, 1992, shall have a life time cap equal to 100 days pay based on their daily rate of pay when they retire.

Upon the teacher's retirement, the total amount of the School District matching contribution to the teacher's 403(b) annuity account shall be deducted from any retirement

incentive obligation/entitlement under Article VIII of the Master Agreement. If the total amount of the School District matching contribution to a participating teacher's 403(b) annuity account is more than he/she would have received in retirement under Article VIII of the Master Agreement, the teacher shall not be entitled to receive any retirement incentive pursuant to Article VIll.

Subdivision l. Part-time and Temporary Teachers:

Part-time teachers that are less than half time and temporary teachers are not eligible to participate in this plan and cannot count their part-time or temporary service years toward eligibility.

Subdivision 2. Teacher on Authorized Unpaid Leave:

If a teacher is on authorized unpaid leave for an entire school year and received no portion of his/her annual salary, he/she does not have the right to participate. A teacher, receiving no portion of his/her annual salary, cannot authorize withholding of his/her matching contribution: therefore, the School District will make no contribution.

Section 2. Teacher Match:

Eligible and participating teachers must elect to participate in 403 (b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The School District matching contribution to teachers participating in the 403(b) annuity matching program shall be as follows:

Current Year of Teaching Service to the School District	**Matching Contribution**
0-3	No Match
4-8	$430
9-12	$670
13-16	$1,150
17+	$1,630

a. The School District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's 403(b) annuity account offered by the School District as outlined above. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. § 356.24, as amended, up to the annual maximum match set forth above, subject to the

maximum career District contribution as set out above. Teachers may contribute any dollar amount in excess of the maximum yearly School District match, but the annual limit on the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If a teacher chooses to not match the School District annual contribution, the unmatched portion is forfeited.

b. The teacher's elected contribution for the plan year (September I to the following August 31) shall be divided and withheld equally over the pay periods for the plan year, except in the first year of the plan. In the first plan year, contributions will be withheld from the remaining pay periods of the first plan year after the plan has been established. The School District's contribution will be paid on the same basis.

Section 3. Approved Plans:

The School District will make matching contributions only to annuity plans offered by vendors mutually agreed to by School District and Education Minnesota Pillager.

Section 4. Election:

Eligible and participating teachers must make application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible teacher elects to participate in the 403(b) annuity matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the teacher who must notify the School District and annuity carrier.

Section 5. Death of a Teacher Participant:

If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 6. Leaving the District:

Teachers who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of School District contributions and personal contributions made

on their behalf to the date of separation. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 7. Applicable Laws:

The 403(b) annuity matching program of Independent School District No. 1 16 and/or the School District is subject to the Laws of the State of Minnesota, Minn. Stat. § 356.24, as amended, and the Internal Revenue Code. 26 U.S.C. § 403(b), It is understood that the School District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the School District pursuant to the Article.

ARTICLE X - Insurance

Section 1. Health and Hospitalization Insurance:

Subdivision 1. Single Coverage:

Beginning July l, 2021, the school District's health insurance premium contribution will change from a percentage to a fixed dollar amount. A fixed dollar amount will also be used in future years and will not be tied to percentages. The fixed dollar amount based on the above information for a single health insurance plan will be as follows:

2023-2024 Plan B $833/month
2023-2024 Plan C $812/month

2024-2025 Plan B $833/month
2024-2025 Plan C $812/month

Subdivision 2. Family Coverage:

Beginning July l, 2021, the school District's health insurance premium contribution will change from a percentage to a fixed dollar amount. A fixed dollar amount will also be used in future years and will not be tied to percentages. The fixed dollar amount based on the above information for a single health insurance plan will be as follows:

2023-2024 Plan B $1,825/month
2023-2024 Plan C $1,950/month

2024-2025 Plan B $1,825/month
2024-2025 Plan C $1,950/month

Subdivision 3.

Early Childhood Family Education (ECFE)/School Readiness Teachers.

ECFE and School Readiness teachers working 30 or more hours per week will be eligible for prorated School District contributions toward health insurance. The prorated amount will be based on a 40 hour workweek.

NOTE OF UNDERSTANDING: Currently ECFE services are contracted out and School Readiness teachers are included in the master contract with Education Minnesota Pillager Local 1801. In the future, if programming is changed in ECFE and/or school readiness to be hourly paid, subdivision 3 would then apply.

Subdivision 4:

Employees leaving School District No. 116 may purchase hospitalization coverage as provided under State law.

Subdivision 5:

Teachers participating in the School District's health insurance program who are on unpaid status for five consecutive days will beginning on the sixth day lose the School District's participation in the health coverage. Deduction will be computed as follows:

School District Cost of Health Insurance / 184 days = Daily Rate

Subdivision 6. Part Time Teachers

Part time teachers hired after July 1, 2023 will receive prorated health insurance benefits proportional to their full-time equivalent (FTE) calculated each contract year.

Section 2. Teacher Married Teacher:

A teacher married to another teacher in the School District (both currently employed with a minimum 60% contract) would be eligible for one fully paid family plan or two fully paid single plans (if there are no legal dependents) for Plans B and C only, . effective September 1, 2006.

Teachers on a leave of absence will continue to have teacher-married-teacher status, if one teacher is fully employed and the other teacher is teaching and/or uses sick leave for 110 days of the school year.

Section 3. Term Life Insurance:

The School Board will contribute 100 percent (100%) of the premium for $75,000 of term life insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 4. Income Protection:

The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the teacher who becomes disabled from sickness or accident will be insured after Sixty (60) consecutive calendar days to the extent of Seventy percent (70%) of salary with the following condition:

- 90 day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled teachers will be determined and paid as described in the long-term disability policy. Benefits will include $500 per month, for up to 17 months, for health insurance. The employee must be on and retain ISD 116's health plan in order to qualify for the $500 per month, long-term benefit.

Section 5. Premium Payment:

The School Board shall make payment of insurance premiums for each teacher to provide insurance coverage for a full* twelve (12) month period. When necessary, premium in behalf of the teacher shall be paid retroactively or prospectively to assure uninterrupted participation and coverage. Teachers who complete the regular school year shall be eligible and receive twelve (12) months of fringe benefits paid for by the School District.

Section 6. Dental Plan:

The School District shall contribute twenty dollars ($20.00) per month per fulltime employee toward the cost of a single premium for dental. The School District shall contribute thirty-five dollars ($35.00) per month per full-time employee toward the cost of a family premium for dental.

ARTICLE XI - Leaves of Absence

Section 1. Terms:

For the purpose of implementing this Article, and determining eligibility for benefits under this Article, following terms shall have the definitions ascribed to them:

Subdivision 1. Teacher. A teacher shall be defined as in Article Il, Section 2 of this Agreement.

Subdivision 2. Days. A day for the purpose of this Article shall be as described in Article XII, Section 3 of this Agreement.

Section 2. Professional Leave:

Subdivision 1. Definition.

Professional Leave shall be effective with the 2019-20 school year. At the beginning of each school year a teacher shall be credited with 12 days of Professional Leave to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All twelve professional leave days must be used before banked leave days can be accessed except under certain circumstances. Banked leave days may only be used for illness, FMLA or bereavement. Please refer to Subdivision 4 for use of these days.

a. Teachers who experience an illness, injury or a FMLA leave that results in an absence for more than five (5) consecutive contract days will access their leave bank on the sixth (6th) consecutive day and beyond. The teacher must present a doctor's certification to invoke this clause.

b. Under unusual circumstances and at the discretion of the Superintendent or his or her designee, teachers who have already used their 12 days who have the death in the family may apply for consideration of bereavement leave. (See Article XI. Section 4.) If the

teacher has no banked time accrued, the Superintendent may approve up to five (5) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subdivision 2. Computation for Teacher's working less than a full school year.

Teacher's Professional Leave shall be computed as follows: by multiplying the number of months the teacher has worked in the School District for this school year (a full year equaling 9 months) by one and one-fifth (specifically 1.33). Any fraction resulting shall be rounded off to the closest whole number. Unused professional leave may accumulate to a maximum of one hundred twenty (120) days per teacher (see Subdivision 4). If a teacher works part-time, those days are recorded based on their part-time status. If, at some point, the teacher becomes full-time, banked days need to be adjusted accordingly.

a) Teachers shall be given a credit of 3 days placed into their leave bank at the beginning of each of their first 3 years with the District.

Subdivision 3. Application.

Professional leave shall be approved only upon submission of a professional leave request setting out the dates claimed for professional leave to the Human Resources office through the communicated mechanism with final approval by the Superintendent or his/her Designee. Dates claimed are considered used once the date claimed has passed. Leave requests are to be made prior to the requested day but not before July 15 of each fiscal year, as directed by the District, except in case of an emergency. In cases where professional leave is used because of a personal or family illness, the leave request shall be submitted to the Human Resources office by the teacher as a matter of responsibility immediately following the absence.

When accessing less than 1.0 day of professional leave, teachers may request professional leave to be used in increments of 1.0 clock hour'. A minimum of 1.0 hour of professional leave must be taken. Actual time absent from work during a single contract day shall be rounded up to the nearest increment (1.0 clock hour) as listed above. If PTO is accessed adjacent to duty free lunch or prep time, PTO deduction must accurately reflect time the teacher is unavailable and/or away from the building.

Subdivision 4. Use of Accumulated Banked Time.

Use of banked leave is leave with pay which shall be allowed by the School Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used at least five days of his/her professional leave in the given school year. Use of this leave includes

illness or disability caused or contributed to by pregnancy or child birth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413. The School District may require a teacher to furnish satisfactory evidence that absence was by reason of illness or injury or disability which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subdivision 5. Days Used in Excess of Allowance.

A teacher shall be credited with twelve (12) days professional leave at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated leave bank. At the end of the school year a maximum of one hundred twenty (120) days of leave will be carried forward to the next year. For each day of professional leave used but not accumulated, the teacher shall either have a day's pay deducted from salary by the School District or the teacher shall reimburse the School District a day's pay. Any deduct time must be preapproved by the Superintendent or his/her designee.

a.) In the event of resignation, termination or discharge of a teacher to whom professional leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess. Accumulated professional leave will be forfeited by the teacher upon resignation, termination or discharge.

Subdivision 6. Unused Leave and Banked Time Over 120 Days.

Unused professional leave days shall be credited to the teacher's banked time on a one day of unused professional leave for one day of banked leave. If however, the teacher's banked time at the end of the school year is in excess of 120 days, teachers shall, at the end of the school year, be compensated at the rate of $120 per day or $15 per hour. This payment will be made into a Health Reimbursement Account. This payment shall be made prior to the end of the fiscal/contract year. The total number of days in the bank shall not be more than 120 days going into the new school year. At the start of 2019-20, employees who are above the 120-day maximum shall retain their leave bank days subject to a diminishing cap based on utilization. Refer to the Implementation MOU for any teacher that had more than 120 days accumulated when the Professional Leave Bank went into effect.

In regards to hourly rate teachers, professional leave must be taken for the total hours of the individually assigned daily teaching sessions. Unused professional leave may accumulate up

to 700 hours into a leave bank. If an hourly teacher's banked time at the end of the school year is in excess of 700 hours, hourly teachers shall, at the end of the school year, be compensated at the rate of $16/hour. This payment will be made into an I-IRA.

Subdivision 7. Limit.

The number of teachers on professional leave at any time shall not exceed ten percent (10%) of the total FTEs teachers in each school building. (Separated as elementary and secondary). Teachers who are taking Maternity Leave shall not be counted in the ten percent (10%); however, all teachers on Maternity Leave must use all Professional Leave before accessing leave without pay. The maximum number of staff who can be out for voluntary professional leave at each building shall be emailed out to each building rep, principal, and EMP leadership at the beginning of school, each year.

Subdivision 8. Prohibitions.

a) The use of professional leave is at the discretion of the teacher; provided, however, professional leave shall not be used on parent-teacher conference days, the first or last student contact week of the school year, or pre-school workshop days in the building to which that teacher is assigned, unless the school board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause. EMP recognizes that it is the teacher's professional responsibility to be present in the classroom on these days. The Superintendent, on rare occasions, may grant leave upon written request by the teacher.

b) Teachers shall not make request in excess of five consecutive leave days to their immediate supervisor. On rare occasions, teachers may make a written request to the Superintendent for permission to use in excess of five days of consecutive professional leave. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish past practice.

Section 3. Application for Long Term Disability Insurance Benefits:

Subdivision 1. Application.

Teachers on disability leave who have met the requirements of the qualifying period for benefits under the long term disability insurance coverage carried by the School District shall make prompt application for such benefits.

Subdivision 2. Qualifications.

On qualifying for disability insurance benefits and notification thereof, the teacher shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the teacher shall be paid.

Subdivision 3. Retention of Unused Leave.

A teacher on unpaid medical leave shall retain his or her unused accumulated banked leave and may continue the insurance fringe benefits at his or her own expense.

Subdivision 4. Notification.

The School District shall notify the insurance carrier of any teacher who is on leave of absence due to personal illness or disability for more than sixty (60) days.

Section 4. Bereavement.

Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. (See Article XI. Section 2. Subdivision 1.B)

Teachers can access their banked days and/or Professional Time Off (PTO). Deduct time may be considered subject to the Superintendent's discretion, if no paid leave is available. A maximum of five (5) leave days may be used per bereavement request utilizing professional leave and/or banked days. Additional days may be granted at the superintendent's discretion; and

The Superintendent's decision is not subject to the grievance procedure.

Section 5. Jury Duty Leave:

Subdivision I. Purpose.

Teachers shall be granted leave for those days the teacher is required to serve on jury duty.

Subdivision 2. Assignment.

Jury duty is with pay for each day the teacher would otherwise be on duty at school, but any sums paid to the teacher for jury duty on such days (exclusive of mileage allowance) shall be assigned by the teacher to the School District.

Section 6. Civic Duty Leave:

Subdivision 1. Purpose.

Any teacher subpoenaed for job related reasons to appear before any agency, commission, board, legislative committee, arbitrator or court during the regular work day shall be provided leave with pay for each day or part thereof on which the teacher is required to be absent. The teacher shall notify the School District of the date of pending absence as soon as possible after receipt of the subpoena but in no event later than two (2) days prior to the date of absence.

Subdivision 2. Reimbursement.

The teacher shall reimburse the School District any remuneration that may be received by the teacher up to the amount of the per diem salary received during such absence, but the teacher shall retain any mileage or meal expense reimbursement and any remuneration in excess of the teachers per diem salary..

Section 7. Long Term Educational Leave:

Subdivision 1. Purpose.

A leave of absence for not less nor more than one (1) year may be granted a teacher by the School Board, upon the recommendation of the Superintendent, for advanced study, exchange teaching or professional development in the field of education or for a job experience in some other field. This leave is discretionary with the School Board and the School Board reserves the right to withhold such leave if the School Board deems such leave not to be feasible or beneficial to the School District. In the event the request is denied the teacher shall be notified in writing of the reasons.

Subdivision 2. Without Pay.

Such a long term leave is without pay or fringe benefits. The teacher, while on the long term leave, shall retain his or her status, including position and privileges, as earned at the time

the leave commences. Applications for long term leave shall be submitted in writing to the Superintendent and/or his/her Designee setting out dates for the proposed leave, the reasons therefore.

Subdivision 3. Application and Notice of Return.

Applications for long term education leave shall be submitted at least three (3) months in advance. A teacher on long term educational leave shall give notice in writing to the School Board prior to March 1st, of the year in which his or her leave expires of intention to return to teaching duties at the opening of the next school year. Failure to give such notice constitutes a forfeiture of any right or claim by the teacher to his or her former position.

Section 8. Long Term Medical Leave:

Subdivision 1. Health Disability.

A leave of absence without pay or fringe benefits for not to exceed twelve (12) months may be granted any teacher for health reasons by the School District upon satisfactory evidence being presented that the teacher is suffering from a health disability which seriously impairs performance of duties. The School District may, in its discretion and upon written application of the teacher, extend this leave for a second twelve (12) month period.

Subdivision 2. Suspension.

With respect to a teacher who does not request a long-term medical leave, the School District reserves the right, provided by Minnesota Statute 122A.40, to suspend such teacher and grant a long-term leave of absence for a period of not to exceed twelve (12) months for health reasons.

Subdivision 3. Reinstatement.

The teacher shall be reinstated to his or her position only upon evidence from a qualified physician that the teacher has made sufficient recovery and is capable of resuming performance of his or her duties in a proper manner. Whenever possible, the teacher shall give notice in writing to the School District prior to March 1st of the year in which the teacher's leave expires of intention to return to teaching duties at the opening of the next school year. In the event the teacher does not qualify for reinstatement within the leave time requested and granted, or if suspended by the School District, within twelve (12) months of the date of suspension, the teacher's continuing disability may be grounds for discharge under the procedures provided by Minnesota Statutes.

Subdivision 4. FMLA.

All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of long term medical leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Section 9. Extended Leave of Absence.

The School District shall provide an extended leave of absence according to the provisions of Minnesota Statutes provided the teacher submits in writing to the School Board through the Superintendent or the Superintendent's Designee a request by April 15th of the year preceding the request for extended leave. The School Board will consider requests submitted after April 15th of each year only if there are unusual circumstances and only at the discretion of the Superintendent.

Section 10. Sabbatical Leave.

Subdivision 1. Years of Service.

Sabbatical leave may be granted by the School Board upon recommendation of the Superintendent to teachers who have completed seven (7) consecutive years with satisfactory service with the School District immediately prior to making application for such leave.

Subdivision 2. Monetary Allowance.

Teachers granted sabbatical leave shall be allowed one-half (1/2) the annual base salary for which they are eligible on the salary schedule for the year in which such leave is granted; provided, however, that should the sabbatical leave be for less than a full school year, such allowance shall be pro-rated accordingly. The allowance shall be paid in the same manner as the regular school payroll.

Subdivision 3. Insurance.

In addition to the salary allowance as stated above, such teacher shall be entitled to one-half (1/2) the premium allowance for such insurance as is provided other teachers by this School District and for which the carrier will provide coverage provided, however, that such allowance must be applied toward payment of the premium for the eligible insurance elected.

Subdivision 4 Applications.

Applications for sabbatical leave from classroom teachers, librarians, counselors and other personnel in non-supervisory and non-administrative positions shall be submitted to the School District through a faculty committee, which committee shall consist of the Executive Committee of the EMP and the Superintendent.

Subdivision 5. Evaluation.

The Executive Committee will evaluate such application as it receives and make recommendations to the Superintendent and the School Board regarding all such applications.

Subdivision 6. Recommendations.

The Superintendent shall recommend to the School Board which applicants should be granted leaves.

Subdivision 7. Time Lines.

All applications must be properly submitted prior to January 15th of the calendar year in which the leave is to become effective. The School Board shall act upon such application and notify eligible candidates on or before March 15th.

Subdivision 8. Components of Application.

All applications shall be in writing and on the form provided and shall state:

a) The reason for the request;
b) Details of plans as to how the teacher intends to spend the time of leave;
c) Such benefits as may be expected by the teacher and the School District; and
d) The date the employee will resume his or her duties.

Subdivision 9. Approval.

Approval of such leave shall be subject to the following conditions:

a) Area of Study. The leave is taken for accredited advance study in the teacher's major area of concentration; provided, however, that the Superintendent may request leave for such teachers for retraining in a new area.

b) Job Related Experience- In addition to the provisions stated above, consideration may be given to a job related experience or such other activities which in the opinion of the Superintendent would substantially enhance the teacher's effectiveness in his or her position in the School District

c) Return. The teacher agrees to return to the School District for a period of not less than two (2) years. If the teacher chooses to discontinue service during the two (2) year period for any reason other than the teacher's incapacity to teach, the teacher shall return to the School District a prorated portion of the allowance granted under Subdivision 2.

Subdivision 10. The Maximum Number of Sabbaticals.

The maximum number of sabbatical leaves granted at any one time shall not exceed three percent (3%) of the total faculty. Consideration will be given to equalizing the granting of leaves between the elementary and secondary divisions. However, should either division not have applicants, the vacant spot shall be available to other divisions.

Subdivision 11. Status While on Leave.

All rights and privileges, including status on the salary schedule and banked leave, that would have been earned by the teacher on sabbatical leave should such teacher have been actively engaged in the service of the School District should accrue to such teacher.

Subdivision 12. Other Income.

Teachers granted sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance; provided, however, that should the sum total of the teacher's income from all outside sources, plus the allowance provided by the School District, exceed the full amount of such teacher's salary should such teacher remain in active service, the amount of the allowance shall be reduced accordingly.

Subdivision 13. Professional leave will not apply nor may it be earned or accumulated during sabbatical leave, a leave of absence, or during an unrequested leave of absence.

Section 11. Child Care Leave:

Subdivision l. Purpose. Child care leave may be used by the teacher:

a) for pregnancy and childbirth;
b) for postnatal care by either parent; and

c) for care of a newly adopted child or a newly placed foster child by either parent.

Subdivision 2. Application.

At least thirty (30) calendar days before commencement of the leave, the teacher shall submit a written application for the leave to the Superintendent and/or his/her Designees, giving the expected date of delivery of the child or the expected date of placement of the child to be adopted and the beginning and ending dates of the requested leave. In granting the leave the School Board shall not be required to:

a) grant any leave more than twelve (12) months in duration;
b) start any leave more than sixty (60) calendar days after the date of birth or placement, and, so far as feasible, the teacher shall arrange the leave so as to least disturb the teaching program of the school. If requested, the teacher will provide a doctor's certificate or an agency certificate as to the expected date of delivery or placement.
c) Permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subdivision 3. Leave Bank.

a) The teacher may use accumulated days in the leave bank while on child care leave for an illness or disability to the mother caused or contributed to by pregnancy or childbirth or recovery there from. Use of this leave shall be applied for separately in the usual manner.
b) All applicants must complete and return the Family and Medical Leave application forms. Any period of child care leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subdivision 4. Without Pay.

Child care leave is without pay. The teacher retains his or her status as to position and any benefits accrued as of the date the leave commences. The teacher may continue insurance coverage at his or her own expense by agreeing to assume to the total premium cost and to remit the premium to the School District when due.

Subdivision 5. Advancement on Salary Schedule.

A teacher on child care leave shall advance on the salary schedule for the subsequent contract year only if he or she was actively teaching for at least ninety-one (91) contract days during the year in which the child care leave is taken.

Subdivision 6. Time limitations.

Professional leave benefits shall automatically cease to be paid thirty (30) working days following the date of the child care event (including maternity, paternity and adoption), unless said employee shall promptly provide the School District with a physician's certificate stating that said employee is disabled on such date. In that event, benefits shall cease as of the date the disability ends as certified by a physician. Federal Family Medical Leave ("FMLA Leave") will run concurrently with any professional leave benefits paid for pregnancy, childbirth or related disabilities and any child care leave.

Subdivision 7. Teacher Married to Teacher.

If the event both parents are employed with the District, their professional leave shall be limited to use a combined total of up to thirty (30) working days for child care leave using five (5) professional leave days first with the ability to access the leave bank. For FMLA purposes, spouses who work for the same employer are limited to a combined total of 12 workweeks of leave in a 12-month period.

Section 12. Worker's Compensation:

Pursuant to Minn. Stat. Ch. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance, may draw professional leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued professional leave.

Section 13. Emergency Leave:

Emergency leave may be granted with the approval of the Superintendent and/or their designee. The final determination of what constitutes an emergency shall be made by the Superintendent, The teacher may appeal a decision to the School Board. Said leave will be deducted from professional leave days first and then if needed from the leave bank.

ARTICLE XII - Length of School Year and Hours of Service

Section 1. Teacher Duty Days:

The School Board shall, prior to April I of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two (2) school years, 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 as determined to conduct school. The 2023-2024 and 2024-2025 school years shall consist of 169 classroom days, 11 workshop days, and 4 holidays.

The Thursday of the Education Minnesota convention shall be counted as one of the eleven workshop days in the school calendar in lieu of eight (8) hours, divided up into two or three blocks of time, of scheduled parent teacher conferences outside of a regular contract day. Teachers will receive a schedule during fall workshop week that includes the scheduled conference days and times to allow for planning. Should a scheduling conflict arise for a teacher whereby they are unable to attend parent teacher conferences, that teacher shall make arrangements with their building principal to complete their allocated conference time. If for any reason a building does not have or schedule parent teacher conferences, teachers will not be expected to make up this time elsewhere in the school year, unless there is a signed agreement between district administration and EMP.

The Friday of Education Minnesota convention is an unpaid, non-contractual day for teachers.

During any given class period, teachers will be expected to teach in only one learning model (In person learning, online learning, etc.) Should a need arise for a teacher to teach in more than one learning model during a class period, the teacher, a designated union representative, and designated District Administrative representative must sign an agreement laying out the terms and conditions of the teaching expectation for the class period. At the start of the next grading term, if the need arises again involving the same parties, the agreement must be reassessed and signed by all parties. No teacher can be forced to teach in multiple models. Teachers who agree to teach in multiple learning models will be compensated based on rates established in the Blended and Online Learning rates agreed to in the current contract.

Section 2. Emergency or Inclement Weather:

Late Starts: In the event the Superintendent pushes the start of the school day back two hours, the start of the teacher work day is also pushed back two hours. The District understands that salaried teachers often complete work outside the contracted 8 hour work day (i.e. grading, grades, IEP writing and meetings, planning, field trips, etc.) and therefore, teachers are not required to make up the aforementioned two hours.

Early Dismissal: In the event that the Superintendent dismisses students early on a given day due to an emergency or weather event, the district may direct teachers to leave early for the day. To ensure the safety of our students, teachers are required to remain present until they are cleared to leave by their building principal. The District understands that salaried teachers often complete work outside the contracted 8 hour work day (i.e. grading, grades, IEP writing and meetings, planning, field trips, etc.) and therefore, teachers are not required to make up lost time due to an early dismissal.

E-Learning: See Minnesota Statute 120A.41. Up to 5 (five) e-learning days may be used each school year. Should 5 (five) e-learning days occur in a given school year and a need arise to cancel in-person school, and the school board determines a need for a make-up day or days, the make up day(s) will occur on the next business day(s) after completion of the current school year.

In the event the Superintendent determines the need for an e-learning day due to an emergency or inclement weather, e-learning days will follow a modified schedule similar to two-hour late starts. Each school/program will provide a specific schedule for e-learning days. Teachers are expected to be available during the 8-hour contract day and will follow the e-learning day policy.

Section 3. Basic Day:

The basic teacher's day, inclusive of lunch, shall be eight (8) continuous hours.

Section 4. 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 of each building will be designated by the school administration.

Section 5. Additional Activities:

Teachers are expected to participate in their building's Fall Open House at the start of the school year and one student activity (up to a maximum of 3 hours for the student activity) beyond the normal school day without additional pay. Buildings undergoing construction may need to schedule their Open Houses on an alternate date. If for any reason a building does not have a Fall Open House, teachers will not be expected to make up this time elsewhere in the school year, unless there is a signed agreement between designated representatives of the District Administration and EMP. For any student activity beyond the aforementioned, which is assigned by the building principal, and is outside of the contract day, the teacher or teachers will be

compensated at a rate at curriculum rate, $26.50 for the 2023-2024 school year and $27.25 for the 2024-2025 school year. Teachers who volunteer to work student activities or events will not be compensated. Should a scheduling conflict arise for a teacher whereby they are unable to attend Open House and/or assigned student activity, that teacher shall arrange with their building principal to complete their allocated conference time

Section 6. Duty Free Lunch:

Whenever feasible, each teacher shall be provided a duty free lunch period.

Section 7. Preparation Time:

Elementary Preparation Time - Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the School District and the exclusive representative of the teachers.

Middle school, Junior High and Secondary Preparation Time — All full-time teachers shall be provided with one class period for preparation time during the student contact day each day. Part time teachers will be given a pro-rata preparation time based on the number of periods they teach compared to a full time teacher.

All other Pillager buildings — Teachers in all other Pillager buildings shall be provided with at least the amount of preparation time that they received each day during the 2002-2003 school year, during the student contact day.

Section 8. Blended and Online Learning:

Blended and Online instruction are the use of technology for the instruction of students who may be separated by location from their instructor. "Separated by location" is defined as any instance where the students receiving instruction and their instructor are not assigned to the same classroom or its equivalent. "Student" is defined as any individual receiving the benefit of curriculum instruction provided by, originating from, or received in the district. Other terms used: Hybrid courses, Cyber Learning or Digital Platform.

Blended and Online instruction are in an experimental stage of development. The intent of its development is to create opportunities for students; therefore, Blended and Online learning courses shall not be used to consolidate or reduce offerings, reduce staff or relieve budget or financial emergencies. There shall be no furloughs or reduction of positions, hours, or compensation result directly or indirectly from implementing a Blended or Online instruction

program. Teachers will not be required to instruct students who are both on-line and off-sight in the same class. Unless defined by the instructor, separate sections will be created of students who are separated by location for reasons not defined by the instructor.

Certified ISD 116 teachers shall be used in all aspects of the development of the materials used in Blended and Online instruction projects. If teachers choose not to take the curriculum writing rate, release time will be provided by the district. Compensation at the curriculum writing rate will be offered to teachers who are interested in developing these materials outside of the contract day. All course development must be submitted through proper procedures for approval prior to any expense being incurred. To be eligible for payment, the developed course must meet the quality standards of the District.

Certified ISD 116 teachers shall be used in the classroom receiving Blended and Online instruction to supervise students and facilitate instruction.

Teachers shall be assigned to teach Blended and Online courses by mutual consent of the district and the teacher. Teachers shall not be required to teach Blended and Online courses.

Teachers shall only teach Blended or Online courses in the subject matter and field in which the teacher is licensed. The terms and conditions of employment contained in the master agreement shall apply for all Blended and Online teachers. Educational policies and procedures of the District shall apply to all Blended and Online courses. All teachers performing Blended and Online instruction shall be district employees and thus, covered under the local teacher unit.

Open Blended and Online course vacancies will be posted within the building and department first. If not filled from within the building and department, the position will be posted within the building. If not filled from within the building, the position will be posted within the district. If there are no qualified teachers willing to teach the Blended and Online course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.

Compensation:

For Blended and Online courses with 18 or more registered students taught during the normal school year, a teacher will be compensated based on the course being a part of their normal teaching assignment.

For Blended and Online courses taught outside the normal school day that are undersubscribed (less than 18 students) the teacher will have the option of teaching the semester course for a compensation rate of $300 per student for the first five (5) students registered, and an additional $120 per student for each student who registered, not to exceed 17.

If a need arises to offer online learning semester courses exceeding a teacher's normal teaching assignment, and it is mutually agreed upon by the teacher, the District, and the

exclusive representative of the teachers (EMP Governing Board), the following rate shall be applied for additional compensation.

1. 1-5 students registered: $300 per student.
2. 6-19 students registered: $300 per student for the first five (5) students plus $120 per student up to 19 total students.
3. 20-36 students registered: A stipend of $5000 will be paid for the semester course.
4. 37+ students registered: a new course will be created and the per pupil rate will reset to the 1-5 student rate.

Student number counts will be re-evaluated at mid-semester.

Summer Blended or Online course teachers will be compensated on the same rate as the additional compensation rate, unless covered by Article XV, Section 4.

1. 1-5 students registered: $300 per student.
2. 6-19 students registered: $300 per student for the first five (5) students plus $120 per student up to 19 total students.
3. 20-36 students registered: A stipend of $5000 will be paid for the semester course.
4. 37+ students registered: a new course will be created and the per pupil rate will reset to the 1-5 student rate.

Teachers retain the right to benefit from curriculum developed outside of district provided time, and created on non-district provided devices. Online Learning Teacher responsibilities

Blended and Online instructors who are meeting the requirements of their instructional load within contract day shall meet the requirements defined in Article XII of the master agreement.

Teachers' syllabus will be expected to include a communication plan that includes email communication practice with Blended and Online learning students.

This communication plan should include notification of Professional Leave days when emails will not be replied to, a twenty-four hour email reply time within the duty week, and a parent/teacher communication plan.

If Blended and Online instruction schedule times constitute office hours for students to make contact with the instructor, and a teacher uses professional leave time, one hour will be deducted for each hour missed.

If Blended and Online instruction schedule times do not constitute office hours, the teacher will be expected to make up that time and no professional leave time will be deducted.

Equipment and technical support:

Blended and Online instructors will be provided, from the district, with the proper equipment to successfully teach their individual courses.

A computer technologist shall help the teacher set up any equipment needs at the beginning of the course.

Training:

The rapidly changing nature of Blended and Online instruction opportunities will require access to staff development. Release time for Blended and Online instructors shall be provided by the district during contractual time. Additional time that is required beyond contractual time shall be compensated at the curriculum writing hourly rate.

Evaluation:

Blended and Online instructors shall be evaluated and observed only by district personnel, in the same fashion as a traditional teacher is evaluated by the approved plan. Recordings of Blended and Online instruction should not be used for the purposes of evaluation.

ARTICLE XIII - Deductions

Section 1.

All deductions for partial absences will be made on the basis of the eight-hour (8) day and forty-hour (40) week. However, it is recognized that the teacher normally spends more than this minimum amount of time in the performance of his/her duties. The daily rate, for purposes of calculating deductions, would be on the ratio that one (1) day bears to the total number of days in the teacher's contract.

Section 2.

No deduction shall be made from a teacher's check until said teacher has been notified of the reasons for such deduction.

ARTICLE XIV - Basic Schedules and Rates of Pay

Section 1. Salary:

The wages and salaries reflected in Schedule A and B, attached hereto, shall be part of the agreement for the 2023-2024 and 2024-2025 school years. Wages and salaries will be paid in 20 or 24 equal installments.

NOTE: UNDERSTANDING AND STIPULATION

Pay periods shall be semi-monthly in twenty-four (24) pay periods beginning on September, will occur on the 5th and 20th of each month. If the pay date of the 5 th or 20th of each month falls on a Saturday then the pay date will be paid the Friday before. Any additional special pay will be inclusive with the regular pay periods. A step and lane change that will occur in September and or January will need to be turned into the district office by the previous month last pay date in order to be paid on the 5th of September or January. If the deadline is not made, the lane change on the schedule will begin on the 20th of September or January.

Section 2. Rules and Procedures:

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subdivision 1. Prior Approval:

All credits, in order to be considered for application on the salary schedule must be approved in writing by the Superintendent or his/her representative prior to the taking of the course. Credits to apply to lane change beyond a particular lane, must be earned subsequent to the earning of the degree.

Subdivision 2.

Credits will be accepted that have been approved under Subdivision 1 of this Section.

Subdivision 3. Effective Date:

Individual contracts will be modified to reflect qualified lane changes twice each year. Teachers must submit lane change transcripts to the District Office by September 1 and February 1 in order to see salary adjustments reflected on their September and February paychecks respectively

Subdivision 4. Payment Schedule:

Each teacher's annual salary will be paid in twelve (12) installments. Teachers on a 37-week contract have the option of being paid in ten (10) or twelve (12) month installments.

NOTE: UNDERSTANDING AND STIPULATION

Pay periods shall be semi-monthly in twenty-four (24) pay periods beginning on September, will occur on the 5th and 20th of each month. If the pay date of the 5 th or 20th of each month falls on a Saturday or Sunday then the pay date will be paid the Friday before. Any additional special pay will be inclusive with the regular pay periods.

Subdivision 5. Daily Rate

Daily rate for purposes of calculating shall be one, divided by the total number of days in the teacher's contract.

Subdivision 6. Application of Salary Schedule

The salary schedule set forth in Schedule A attached to this agreement shall apply to all teachers in the bargaining unit, except for teachers hired after July l, 2011, will not be allowed movement to the BS60 and BS75 lanes. The current combined BS75/MA lane will reflect the MA lane for teachers hired after July 1, 2011

Subdivision 7. Germane

Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment.

Subdivision 8.

Upon completion of ninety-one (91) days or more of service a teacher shall qualify for a salary step advancement.

Subdivision 9. Substitutes Rate of Pay

A. Short term substitute teachers shall be reimbursed at the rate according to School District policy and substitute teachers teaching five (5) consecutive days for the same absent teacher will be placed on the BA Zero Step starting with day six (6).

   Note: Understanding and Stipulation

   Teachers On Call will be used for all short term sub positions between one (l) and 15 days and be paid at the daily rate set forth by Teachers On Call.

B. Individuals teaching thirty-on (31) consecutive days or more but not exceeding ninety-nine (99) days shall be placed on the schedule as agreed between the School District and teacher. However, no experience credit beyond seven years shall be acknowledged. Also, teachers substituting for an individual shall not be given experience credit beyond the experience credit of the incumbent teacher. (i.e., if the incumbent teacher is paid on BA 3rd step and a substitute is retained for between 31 days and 99 days and the substitute has six (6) years of experience, the substitute will not be given experience credit beyond the 3rd step.)

C. No professional leave pay is granted for teaching ninety-nine (99) days or less.

D. Individuals providing service shall receive health insurance coverage in accordance with the Affordable Health Care Act. Individuals providing service for more than one hundred (100) days shall receive pro-rata coverage's of available fringe benefits.

Subdivision 10.

The Education Minnesota Pillager is supportive of participating on a committee designed by the School Board with the purpose of reviewing compensation programs that might be implemented as an alternative or supplement to the present salary schedule.

Subdivision 11. Contiguous Contracts

All nine month contracts shall be contiguous unless mutually agreed between teacher and administration.

ARTICLE XV - Extra Compensation

Section 1. Additional Assignments:

Extra assignments associated with additional compensation shall not be part of the continuing contract unless expressly provided as such in the individual contract.

Section 2. Extra-curricular Compensation:

The wages and salaries reflected in the Schedule C attached hereto, shall be part of this Agreement for the 2023-2025 school years.

Section 3. Substituting for Colleagues:

In the event that a teacher must cover for a colleague, during their preparation time, when a substitute is not available; that teacher shall be paid $31.50 per hour for the 2023-2024 school year and $32.25 per hour for the 2024-2025 school year, or half that amount for substituting for 25 or 30 minutes.

Section 4. Pro-rated Pay for Summer Work:

Employees as of 6-1-00 will receive summer school pay for services beyond the regular school year. Employees presently paid on a pro-rated basis will be grandfathered and continue to be paid on the same basis as in effect prior to 6-1-00.

Section 5. Hourly Rates of Pay:

The rate for the adult vocational program, homebound instruction, high school evening program, Area Education Center, and summer school credit program is $31.50 per hour for the 2023-2024 school year and $32.25 per hour for the 2024-2025 school year.

Section 6. Curriculum Writing:

The rate for other programs which are not part of the regular day programs is $26.50 per hour for the 2023-2024 school year and $27.25 for the 2024-2025 school year.

NOTE: UNDERSTANDING AND STIPULATION

The rate for attending Staff Development trainings paid by the district will be at a rate of $26.50 per hour for the 2023-2024 school year and $27.25 for the 2024-2025 school year and must be jointly approved by the District and the Staff Development Committee.

Section 7. Early Childhood Family Education and School Readiness Teachers:

ECFE and School Readiness teachers working 34 hours per week or less will be compensated at $32.50 per hour for the 2023-2024 school year and $33.25 per hour for the 2024-2025 school year. ECFE and School Readiness teachers working 35 hours or more per week will be placed on the salary schedule. ECFE and School Readiness teachers working 30 or more hours per week will be eligible for pro-rated School District contributions toward health insurance in accordance with Article X, Insurance, Section l, Health Insurance, Subdivision 3 and Part-time Employees.

Section 8. Hazardous Duty:

Reimbursement for necessary personal articles damaged or stolen in the performance of teaching duties shall be paid to teachers upon approval of such claim by the Superintendent.

Section 9. National Teacher Certification:

Teachers with a National Teacher Certification shall receive an additional $1,000 in salary during each school year in which they have the certification.

Speech clinicians and psychologists who have national certification shall receive an additional $1,000.00 in salary for each school year in which they have certification.

Section 10. Third Party Billing:

Teachers who are assigned to do third-party billing may earn up to 3 third party billing days per school year based on completion of assigned tasks. Third party billing days will be paid at$26.50 per hour for the 2023-2024 school year and $27.25 per hour for the 2024-2025 school

year prior to the start of the following school year. Third party billing work will be tracked by the Coop in minutes, according to the following minute accrual formula.

Minutes	Task
20 (1)	Determining eligibility (consent to parent for signature, filed and sent to Coop)
7 (2)	Filling out logs & send to Coop
25 (3a)	5 minutes per supervision contact; 5 per year = 25 min per PCA
30 (3b)	Arranging for PCA supervisor, checking logs & sending supv'r & Coop
20 (4)	Determining eligibility for student who qualify for spec ed services
5 (5)	Arranging for trip log recording send to Coop

Teachers will earn third party billing compensatory days based on the following formula:

Minimum number of Task Minutes	Number of Third Party Billing Compensatory Days Earned
240	½ day
480	1 day
960	2 days
1140 or more	3 days

Section 11. Unrequested Transfer/Construction:

In the event a teacher is required to move to a different building within the district because of an unrequested transfer including construction situations, up to eight (8) hours of time will be approved per transfer/move if time is not provided during the contractual calendar year. The time will be paid at the contractual amount for non-instructional work. No time is awarded for teachers that have requested transfers.

ARTICLE XVI - Prior Teaching Experience

Section 1.

Subdivision 1.

A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher. Only credits and experience acknowledged at the time of employment will apply to placement on the salary schedule.

Subdivision 2.

Each new teacher shall submit a transcript of his or her college credits (undergraduate and graduate inclusive) with the return of his or her signed contract.

ARTICLE XVII - This article deleted as per agreement

ARTICLE XVIII - Grievance Procedure

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School Board 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 administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party. to act in his or her behalf.

Section 3. Definitions and Interpretations:

Subdivision 1. Extension:

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

Subdivision 2. Days:

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

Subdivision 3. Computation of Time:

In computing any period of time prescribed or allowed by procedures herein the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, 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.

Subdivision 4. Filing and Postmark:

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

Section 4. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one 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 School Board and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subdivision 1. Level I:

If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the grievant within seven (7) days after receipt of the written grievance. Upon receipt of such written decision, the grievant shall inform the exclusive representative of the grievance. The exclusive representative may elect to represent the grievant. In the event the exclusive representative elects not to represent the grievant, said grievant may represent himself/herself or may be represented by any part of his/her choice.

Subdivision 2. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within seven (7) 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.

Subdivision 3. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within seven (7) days after the meeting, 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 its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

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

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Level IV 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 herein:

Subdivision 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level Ill of the grievance procedure.

Subdivision 2. Prior Procedure Required:

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

Subdivision 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator pursuant to Minn.-Stat. §179A.21, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

a. The issues involved.

b. Statements of the facts.

c. Position of the grievant.

2. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subdivision 5. Hearing:

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate as set out in Section 5, Subdivision 1, Level I, 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 issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subdivision 6. Decision:

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing and the filing of briefs, if any. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decision as provided by the applicable Minnesota Statutes.

Subdivision 7. Expense:

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, except as provided in Article IV, Section 11, Subdivision 2. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subdivision 8. Jurisdiction:

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 herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subdivision 9.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure.

ARTICLE XIX - Duration

Section 1. Term and Reopening Negotiations:

This agreement shall remain in full force and effect for a period commencing July l, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023.

Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. The individual teaching contract issued by School District No. 116 shall be in conformity to the terms of this Master Contract.

Section 3. Finality:

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

Section 4. Conformity to Law:

If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provision application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

Education Minnesota Pillager	Independent School District No. 116
By_____	By_____
President	Chair
By_____	By_____
Secretary	Clerk/Treasurer
By_____	By_____
Chief Teacher Negotiator	Chief Board Negotiator

Schedule A

2023-24 Salary Schedule - Semester & Quarter Credits

STEP	Semester	BS	BS+10	BS+20	BS+30	BS+40	BS+50/ MS	MS+10	MS+20	MS+30	MS+40
	Quarter	BS	BS+15	BS+30	BS+45	BS+60	BS+75/ MS	MS+15	MS+30	MS+45	MS+60
0		$42,386	$43,918	$44,553	$45,396	$46,439	$47,807	$49,265	$50,921	$52,786	$54,848
1		$43,144	$44,005	$44,685	$45,569	$46,659	$48,072	$49,572	$51,279	$53,188	$55,299
2		$43,704	$44,226	$44,959	$45,889	$47,023	$48,482	$50,025	$51,774	$53,730	$55,888
3		$44,488	$45,056	$45,832	$46,810	$47,991	$49,494	$51,085	$52,877	$54,880	$57,082
4		$45,600	$46,213	$47,033	$48,051	$49,279	$50,849	$52,465	$54,304	$56,351	$58,602
5		$46,209	$46,869	$47,729	$48,800	$50,073	$51,666	$53,349	$55,232	$57,324	$59,618
6		$46,964	$47,669	$48,577	$49,692	$51,009	$52,648	$54,375	$56,305	$58,440	$60,782
7		$47,860	$48,609	$49,562	$50,721	$52,085	$53,769	$55,541	$57,485	$59,703	$62,087
8		$48,900	$49,696	$50,692	$51,900	$53,307	$54,962	$56,855	$58,878	$61,106	$63,535
9		$50,082	$50,922	$51,965	$53,214	$54,674	$56,448	$58,311	$60,379	$62,649	$65,127
10		$51,409	$52,293	$53,383	$54,680	$56,181	$58,003	$59,910	$62,022	$64,337	$66,864
11		$52,877	$53,807	$54,945	$56,284	$57,828	$59,700	$61,651	$63,812	$66,176	$68,743
12		$54,491	$55,463	$56,647	$58,036	$59,626	$61,539	$63,535	$65,741	$68,147	$70,761
13		$59,162	$61,891	$63,931	$66,200	$68,463	$70,858	$73,126	$75,397	$78,035	$80,277
14		$59,162	$61,891	$63,931	$66,200	$68,463	$70,858	$73,126	$75,397	$78,035	$80,277
15		$59,162	$61,891	$63,931	$66,200	$68,463	$70,858	$73,126	$75,397	$78,035	$80,277
16		$59,162	$61,891	$63,931	$66,200	$68,463	$70,858	$73,126	$75,397	$78,035	$80,277
17		$60,377	$63,107	$65,147	$67,418	$69,677	$72,073	$74,345	$76,613	$79,255	$81,491

STEP	Semester	BS	BS+10	BS+20	BS+30	BS+40	BS+50/ MS	MS+10	MS+20	MS+30	MS+40
	Quarter	BS	BS+15	BS+30	BS+45	BS+60	BS+75/ MS	MS+15	MS+30	MS+45	MS+60
18+		$1,100	$1,100	$1,150	$1,150	$1,150	$1,200	$1,200	$1,250	$1,300	$1,350

Schedule B

2024-25 Salary Schedule - Semester & Quarter Credits

STEP	Semester	BS	BS+10	BS+20	BS+30	BS+40	BS+50/MA	MS+10	MS+20	MS+30	MS+40
	Quarter	BS	BS+15	BS+30	BS+45	BS+60	BS+75/MA	MS+15	MS+30	MS+45	MS+60
0		$43,382	$44,950	$45,600	$46,463	$47,531	$48,930	$50,422	$52,118	$54,026	$56,137
1		$44,158	$45,039	$45,735	$46,640	$47,756	$49,202	$50,736	$52,484	$54,438	$56,598
2		$44,731	$45,266	$46,015	$46,967	$48,128	$49,622	$51,200	$52,991	$54,993	$57,202
3		$45,533	$46,115	$46,909	$47,910	$49,119	$50,657	$52,286	$54,120	$56,170	$58,424
4		$46,671	$47,299	$48,138	$49,180	$50,437	$52,044	$53,698	$55,581	$57,675	$59,979
5		$47,294	$47,970	$48,851	$49,947	$51,250	$52,880	$54,603	$56,530	$58,671	$61,019
6		$48,067	$48,789	$49,719	$50,859	$52,208	$53,885	$55,652	$57,628	$59,814	$62,210
7		$48,985	$49,752	$50,727	$51,913	$53,309	$55,033	$56,846	$58,836	$61,106	$63,546
8		$50,049	$50,864	$51,883	$53,120	$54,559	$56,254	$58,191	$60,262	$62,542	$65,028
9		$51,259	$52,119	$53,186	$54,464	$55,959	$57,775	$59,681	$61,798	$64,121	$66,657
10		$52,617	$53,522	$54,637	$55,965	$57,501	$59,366	$61,318	$63,480	$65,849	$68,436
11		$54,120	$55,072	$56,237	$57,607	$59,187	$61,103	$63,100	$65,311	$67,731	$70,359
12		$55,772	$56,766	$57,978	$59,400	$61,027	$62,985	$65,028	$67,285	$69,749	$72,424
13		$60,552	$63,346	$65,433	$67,755	$70,071	$72,523	$74,845	$77,168	$79,869	$82,163
14		$60,552	$63,346	$65,433	$67,755	$70,071	$72,523	$74,845	$77,168	$79,869	$82,163
15		$60,552	$63,346	$65,433	$67,755	$70,071	$72,523	$74,845	$77,168	$79,869	$82,163
16		$60,552	$63,346	$65,433	$67,755	$70,071	$72,523	$74,845	$77,168	$79,869	$82,163
17		$61,796	$64,590	$66,678	$69,003	$71,314	$73,767	$76,092	$78,414	$81,118	$83,406

STEP	Semester	BS	BS+10	BS+20	BS+30	BS+40	BS+50/ MS	MS+10	MS+20	MS+30	MS+40
	Quarter	BS	BS+15	BS+30	BS+45	BS+60	BS+75/ MS	MS+15	MS+30	MS+45	MS+60
18+		$1,100	$1,100	$1,150	$1,150	$1,150	$1,200	$1,200	$1,250	$1,300	$1,350

Pillager Public Schools Agreement to Teach a Blended or Online Course

This agreement constitutes the conditions under which _____ agrees to teach a Blended or Online semester course.

I agree to teach the Blended or Online Course titled _____.

Period of time for this course: ❒ During the school day or ❒ Outside the school day

Your student count will be based on the number of students who register for the course and will be reevaluated at mid-semester.

For Blended and online courses taught during the normal school year (18 or more students) a teacher will be compensated based on the course being a part of their normal teaching assignment.

For Blended and online courses taught during the normal school year that are undersubscribed (less than 18 students) the District and teacher will have the option of teaching the semester course for a compensation rate of $300 per student for the first five (5) students registered, and an additional $120 per student for each student who registered, not to exceed 17.

If a need arises to offer online semester courses exceeding a teachers normal teaching assignment, and it is mutually agreed upon by the teacher, the District and the exclusive representative of the teachers (EMP Governing Board), the following rate shall be applied for additional compensation.

- 1-5 students registered: $300 per student.
- 6-19 students registered: $300 per student for the first five (5) students plus $120 per student up to 19 total students.
- 20-36 students registered: A stipend of $5000 will be paid for the semester course.
- 37+ students registered: a new course will be created and the per pupil rate will reset to the 1-5 student rate.

Teachers will be expected to outline a communication plan via their syllabus that includes email communication with Blended and Online instruction students.

This communication plan should include notification of Professional Leave days when emails will not be replied to, a twenty-four hour email reply time within the duty week, and a parent/teacher communication plan.

Learning Management System (LMS) purchases for the Pillager Online School are for the online school only and do not apply to Blended Courses. Blended courses will use the same district approved LMS as other in person courses.

Teacher_____Date_____

District
Representative_____Date_____

EMP
Representative_____Date_____

Compensation will _____be per semester, for the semester of

_____.

**Student number counts will be re-evaluated at mid-semester.