MANKATO TEACHERS ASSOCIATION

MASTER AGREEMENT

EFFECTIVE FOR THE PERIOD
JULY 1, 2023 THROUGH JUNE 30, 2025

INDEPENDENT SCHOOL DISTRICT NO. 77
MANKATO, MINNESOTA

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ARTICLE I
RECOGNITION OF REPRESENTATION

Section 1. Recognition: In accordance with the Public Employees Labor Relations Act (P.E.L.R.A.) the Board recognizes the Mankato Teachers Association as the exclusive bargaining representative for all teachers in a position for which licensure is required by the State of Minnesota and for whom such employment does not come with the exceptions stated in M.S. 179A.03, Subd 4, 7, 12, 14, or 17. Exclusions from the unit shall include, but shall not be limited to the following: Superintendent of Schools, Assistant Superintendent, Director of Business Services, Director of Administrative Services, Director of Human Resources, Attendance Officers, Building Principals and Assistant Principals, Director of Student Services, Director of Special Education, Director of Community Education, Director of Facilities and Safety, Director of Communications, Director of Food Service, Director of Recreation, Recreation Supervisor, Activities Directors, ECFE Program Coordinator, ABE Program Coordinator, and such other employees as excluded by law.

ARTICLE II
PROCEDURE

Section 1. **Negotiations**: Three (3) months prior to expiration of the Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement for each succeeding two (2) -year period.

Section 2. **Meet and Confer**: A "meet and confer" council consisting of up to four (4) teachers appointed by the Association, one (1) administrator and two (2) representatives of the Board or district designee shall be established in order to discuss district policies and guidelines, and exchange views and concerns and resolve conflicts between the district and members of the Association. The council shall elect its own chairman and shall meet according to the bylaws of the council.

Section 3. **Representation of Parties**: Neither party in any negotiation shall have control over the selection of negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives shall possess all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Section 4. **Contract Review**: Representatives designated by the School Board and the Association's bargaining committee will meet upon mutual consent for the purpose of reviewing the administration of the Master Agreement and to resolve the problems that arise.

Section 5. **Release from Duties**: A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the School Board or participating in any negotiations involving District 77, including arbitration, may be released from regular duties without loss of pay. The number of teachers so released will not exceed five (5).

ARTICLE III
TEACHER ASSOCIATION RIGHTS

Section 1. **Dues Deduction**: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the School District shall deduct one-twelfth (1/12) of such dues from the regular paycheck of the teacher each pay period for six months,

beginning in October and ending in March of each year. For teachers employed after the commencement of each school year, deductions shall be made by the School District in the same manner. If a teacher on a July 1 - June 30 contract terminates his/her position, remaining deductions will be paid out of his/her final paycheck.

Section 2. **Association Business**: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and has informed the building principal.

Section 3. **Use of School Facilities**: The Association may, within the limits of district policy, use school facilities and equipment, including word processors, duplicating equipment, calculating machines, and all types of audio/visual equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 4. **Bulletin Boards**: The Association may post notices of activities and matters of Association concern on designated teachers' bulletin boards. The Association may use school intra-district mail service, district email, and teacher mailboxes for communication to teachers.

Section 5. **Public Information**: The School District agrees to furnish the exclusive representative of the Association, in response to reasonable written requests, a copy of all available public information concerning the financial resources of the School District.

Section 6. **Use of Buildings**: The Association and its representatives, within the limits of School District policy, may use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the School District shall charge the scheduled fee for custodial services.

Section 7. **Association Days**: Each year the Association shall be credited with fifteen (15) days of leave, non-accumulative, with pay, to be used by teachers who are officers or agents of the exclusive representative, and an additional fifteen (15) days with the deduction of substitute's pay. These days are to be granted with the approval of the President of the Association, the building principal, and the Director of Administrative Services, forty-eight (48) hours in advance. If the request is denied, the refusal would be sent to the requestor and the Superintendent at least twenty-four (24) hours prior to the day of leave. Time taken or requested shall be in increments of at least one-half (1/2) day per time per person. No individual shall use more than five (5) student contact days in one school year with the exception of the President of the Association and/or Executive Officers.

Section 8. Personnel Files: Teachers may request that documents be removed from their personnel files by submitting a Document Removal Request Form (Appendix G) to the Director of Administrative Services. The District's refusal to grant such a request shall not be subject to the grievance procedure or to arbitration. The parties agree that the sole intent of this section is to provide teachers with a means of requesting that documents be removed from their personnel files without having to go through the grievance procedure. The parties also agree that the inclusion of this language does not impose any restrictions on the District's ability to place and maintain documents in a teacher's personnel file, nor does it impose any restrictions on a teacher's ability to pursue the removal of documents through the grievance procedure.

Section 9. Association President Release Time:

> **Subd. 1** The Association President may be released from regular duties without loss of pay and benefits for up to two (2) days per month, and a maximum of sixteen (16) days per school year. These days shall be scheduled in advance at the start of the school year, and they shall be taken in full-day increments. These days are to be used for Association business, and the School District shall cover the cost of the substitute on these days.

Subd. 2. The Association President shall assist with scheduling substitute teachers for their release days. In the event that a substitute teacher is not able to be scheduled on a release day, the Association President shall reschedule their release time to occur on a different school day when a substitute is available.

Subd. 3. The Association shall notify the School District by May 10 of each year with the identity of the teacher who will serve as the Association President the following year.

ARTICLE IV
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. Management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 3. **Effect of Laws, Rules and Regulations**: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by 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 and 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. 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.

ARTICLE V
HOURS OF SERVICE

Section 1. **Facilities:** The parties recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the School Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward assuring that the energy of the teacher is primarily utilized to this end.

Section 2. Class Size: The School Board and the exclusive representative believe that all students deserve the full range of educational opportunities and student support that a robust, well-rounded education affords. A well-rounded education is one that meets the Minnesota state education standards by providing students with learning opportunities that give them the skills to succeed in school, college, and career.

Staffing decisions and assignments will be made with the intention to achieve class sizes in elementary, middle school, and high school that will, on average, be within the norm class size averages indicated below. When projected class sizes are projected and/or will reach the hotspot number of students, the District will consider adding sections and/or staff to accommodate the larger number of students who may be in a class. The following content areas in secondary schools shall not be subject to these norm class size averages: Vocal Music, Instrumental Music, Physical Education, Work-Based Learning, and Study Halls.

K-12 Grade Level	**Norm Class Size Average/Teacher**	**Hotspot**
K	23	24
1	25	26
2	27	28
3	28	29
4	29	30
5	30	32
6-8	32	35
9-12	34	37
Online classes	34	40
SPECIAL EDUCATION	**Norm Caseload Average/Teacher**	**Hotspot**
Elementary Resource Room Setting 1 & 2	20	23
Secondary Resource Room Setting 1 & 2	26	28
Elementary Setting 2	10	15
Secondary Setting 2	16	20
Setting 3 & 4	Per State Rule 3525.2340	

In certain programmatic circumstances, e.g. lab classes, building administrators will support a safe and effective learning environment by utilizing various strategies to reduce the number of students working in lab on a given day.

Section 3. **Length of the School Day:** The duty day for all teachers, inclusive of instructional preparation time, a 30-minute duty free lunch period, student supervision and time approved for administrative or other purposes shall be seven hours and fifty minutes.

Subd. 1. Elementary teachers shall be in their school buildings one-half (1/2) hour prior to the student start day in the morning and will remain for the established duty day on all school days, except Friday and days before holidays.

Subd. 2. Middle school and high school teachers shall be in their school buildings fifty (50) minutes prior to the student start day in the morning and will remain for the established duty day on all school days, except Friday and days before holidays.

Subd. 3. Teachers shall have a duty-free lunch period of not less than thirty (30) minutes except in cases of emergency.

Subd. 4. Three (3) after school building meetings a month may be called by a building principal or director for the purpose of school business, district initiatives, etc., except in the case of emergency as decided by the leadership team. These meetings for secondary and middle school teachers would take place before the start of the school day. These meetings are not to exceed twenty-five (25) minutes. A virtual meeting option shall be provided for these meetings.

Teacher initiated team meetings that occur during the instructional day, including but not limited to, PLCs, grade level, department teams, and middle school trail teams, are not included in the definition for the purpose of Subd. 4.

Subd. 5. After-school building meetings called by the building principal or director that extend beyond the duty day shall end no later than one (1) hour past the end of the student day, and shall be limited to four (4) meetings per year, except in the case of emergency. Such meetings, except in the case of emergency, shall be announced by an agenda at least forty-eight (48) hours in advance.

Section 4. **Work Year Schedules**:

Subd 1. The School District shall establish the calendar and teacher duty days for the school year. Teachers shall perform services on days as determined by the School District, including certain holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The normal contract year for teachers shall consist of one hundred ninety-one (191) days. Of those one hundred ninety-one (191) days, seven (7) shall be paid, non-work days consisting of Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Good Friday, Memorial Day, and two (2) other days as established by the adopted calendar for the school year. The days on which Education Minnesota schedules its conference shall be non-paid, non-workdays.

For newly hired teachers, there will be two (2) preschool in-service days. New teachers will be compensated at the rate of $25.00 per hour new teacher in-service training scheduled prior to the normal teacher contract year.

Subd. 2. In the event emergency conditions, or action by a state or federal agency, forces a change in the school calendar which shall affect more than two (2) days, determination of an appropriate change in the school calendar will be presented to the Meet and Confer Committee. If the parties are unable to agree, the employer may establish such rescheduled days, subject to district Policy 442.

If the district should adopt an E-learning plan, in consultation and agreement with the exclusive representative and in compliance with Minnesota Statute, such days will serve as duty days for

teachers. In the event of energy shortage, severe weather, or other exigency, and if school is closed on a normal duty day(s):

1. For the first two (2) student contact days when in-person learning is canceled, based on acknowledgement of the "extra hours" educators work beyond their normal duty day during a school year, educators will not be required to report for duty, and

2. If the district has an adopted e-learning plan and more than two (2) student contact days when in-person learning is canceled, educators shall implement an E-Learning Day for up to five (5) school days. E-learning days will take place on the third (3rd), fourth (4th), fifth (5th), sixth (6th), and seventh (7th) days when in-person learning is canceled. If more than seven (7) days of school are canceled for in-person learning, the school district will consider to adjust the school calendar, as described above.

Subd. 3. Elementary teachers will be granted days without students in attendance to be used primarily for preparation.

1. If elementary conferences and report cards occur at the same time during the school year:

   Elementary teachers will be granted two (2) full days without students in attendance to be used primarily for preparation. One of the days will be placed in the calendar prior to the fall conferences and one day will be placed in the calendar prior to the spring conferences.

2. If elementary conferences and report cards occur at different times during the school year:

   Elementary teachers will be granted two (2) full days without students in attendance to be used primarily for preparation of report cards and school activities. One of the days will be placed in the calendar prior to mid-year report cards and one day will be at the end of the school year.

   Elementary teachers will be granted two (2) full days without students in attendance, of which one-half (½) of the day will be used primarily for preparation for conferences and one-half (½) of the day will be used for professional development. One of the days will be placed in the calendar prior to the fall conferences and one day will be placed in the calendar prior to the spring conferences.

Secondary teachers will be granted three (3) full days without students in attendance to be used primarily for preparation. One of the days will be placed in the calendar at the end of the first quarter, one day will be placed in the calendar at the end of the second quarter, and one day will be placed in the calendar at the end of the third quarter.

The District may grant a teacher or a group of teachers additional time to prepare for conferences. Its decision to grant a teacher or a group of teachers additional time to prepare for conferences on one or more occasions shall not obligate the District to grant such additional time in the future. All teachers will be granted a full day without students in attendance at the end of the school year to be used primarily for end-of-year activities and/or preparation.

Any building staff meetings scheduled on a preparation day will be limited to up to one (1) hour, except in the case of an emergency. If elementary and/or secondary teachers are granted an additional day without students in attendance during the middle of the school year, it will be used for District in-service activities and/or preparation. On days addressed above, the District will attempt to limit scheduled activities in recognition of teachers' need for preparation.

Section 5. **Instructional Duty Day:**

Subd. 1. The instructional duty time for an elementary teacher, exclusive of preparation time and lunch, but inclusive of passing time and travel time, shall be three hundred ten (310) minutes per day, or a maximum of one thousand five hundred fifty (1,550) minutes per week.

Subd. 2. Schedules for elementary art and music specialists assigned to a cart or multiple rooms will be determined by no more than five student contact periods of 50 minutes with 10 minutes in between for equipment maintenance and travel time.

In the event a building chooses to create an alternative schedule in accordance with Article V, Section 10, a schedule may be developed that allows time for the specialist assigned to a cart but that varies from the above formula and is commensurate with the alternative schedule.

Subd. 3. Any teacher with an assignment that has them travel between more than one building shall be provided with a minimum of 30 minutes for travel time for assignments involving more than one school in the District. A maximum of 50 minutes will be provided whenever possible.

Subd. 4. Elementary media specialists will have a minimum of five (5) fifty (50) minute periods for technology integration and implementation time per week and one (1) fifty (50) minute prep period per day as defined by Article V, Section 6, Subdivision 1 of the Master Agreement.

Subd. 5. The instructional duty time for a secondary teacher, exclusive of preparation time and lunch, but inclusive of passing time and travel time, shall be three hundred thirty (330) minutes per day, or a maximum of one thousand six hundred sixty (1,650) minutes per week. At least forty-eight (48) minutes each day, or a minimum of two hundred forty (240) minutes each week, shall be supervisory or other professional, non-instructional duty time.

Subd. 6. Any teacher who agrees to an assignment that results in teaching time that exceeds the annual average for that level, with a concurrent reduction in daily preparation time, shall be paid an additional amount equal to one-fifth (1/5) of his/her annual salary where annual salary is defined as the base salary plus career increment.

Subd. 7. Due Process Responsibilities Time:

1. All elementary special education teachers shall be provided with an amount of uninterrupted due process responsibility time during the instructional day for a minimum of 150 minutes each week, this will be in lieu of the required supervision of other elementary classroom teachers.
2. Each secondary special education classroom teacher shall be provided with an amount of uninterrupted due process responsibility time that is in lieu of the required supervision period for all secondary classroom teachers. This shall not be less than forty-eight (48) minutes each day.
3. All related service providers shall be provided with an amount of uninterrupted due process responsibility time for a minimum of 240 minutes each week.

Section 6. **Elementary Preparation Time:**

Subd. 1. Each elementary teacher shall be provided with a minimum of fifty (50) minutes of uninterrupted preparation time each day. Each teacher will be provided with one (1) fifty (50) minute block of preparation time each day. Upon mutual consent between the exclusive representative, the teacher, and the District, a teacher may be given an assignment that provides a minimum of two hundred fifty (250) minutes each week. For example, upon mutual agreement among the parties, a

teacher may be given an assignment that includes one day with two fifty-minute preparation periods and another day with no preparation periods during the student contact day.

Subd. 2. Preparation time will be provided by licensed teachers unless there is mutual agreement between the exclusive representative and the District to do otherwise.

Subd. 3. The District shall not act to eliminate all art, or all music, or all physical education positions at the elementary level if that action results in placing any of the persons listed in Appendix E on unrequested leave of absence. This article will not supersede Article XXII of the Master Agreement.

Section 7. Secondary Preparation Time:

Each secondary teacher shall be provided with an amount of uninterrupted preparation time each day that is equivalent to one teaching period. Except as noted below, this shall not be less than forty-eight (48) minutes each day. On shortened school days and on days when following an alternative schedule, teachers' preparation time will be the equivalent to the length of class periods on that day. Upon mutual consent between the exclusive representative, the teacher, and the District, a teacher may be given an assignment that provides a minimum of at least five (5) preparation periods per week. For example, upon mutual agreement among the parties, a teacher may be given an assignment that includes one day with two preparation periods and another day with no preparation periods during the student contact day.

Section 8. Special Education Due Process Responsibilities Time:

Each special education staff member shall be provided with an amount of uninterrupted due process responsibility time in accordance with the District Special Education Teacher Compensation Guidelines as approved on July 1, 2015. These guidelines shall be reviewed during each negotiations cycle. This Section shall not be subject to the grievance procedure.

Section 9. Part-Time Elementary Teacher:

Subd. 1. Any elementary teacher whose assignment is less than one thousand five hundred fifty (1,550) minutes each week, and any elementary teacher whose instructional duty time is not three hundred ten (310) minutes each day throughout the length of his or her assignment shall be considered to be a part-time teacher.

Subd 2. A part-time elementary teacher who is required to be in attendance for a full seven (7) hours and fifty (50) minutes on one or more days during the week shall be accorded three hundred ten (310) minutes of instructional duty time for each such day.

Subd. 3. The District shall not be required to assign additional supervision time that would increase a part-time elementary teacher's assignment.

Subd. 4. A part-time elementary teacher shall be compensated in accordance with his or her placement on the salary schedule except that his or her salary shall be determined by multiplying the base salary by his or her full-time equivalence (FTE) ratio as determined by the following formula:

$$\text{FTE Ratio} = (\text{Instructional Duty Week}) \div (1{,}550)$$

Subd. 5. A part-time elementary teacher's duty day shall be determined by multiplying his or her FTE ratio by four hundred forty (440) minutes. Of that duty day, a part-time elementary teacher shall be given an amount of preparation time equal to his or her FTE ratio times fifty (50) minutes. If a part-

time elementary teacher is requested by the District to be on duty or to be in attendance beyond his or her duty day, he or she shall be compensated in accordance with his or her daily rate.

Section 10. Part-Time Secondary Teacher:

Subd. 1. Any secondary teacher whose assignment is less than three hundred thirty (330) minutes each day, or is less than one thousand six hundred fifty (1,650) minutes each week, and any secondary teacher whose instructional duty time is not three hundred thirty-two (330) minutes each day throughout the length of his or her assignment shall be considered to be a part-time teacher.

Subd. 2. Any secondary teacher who is given an assignment that includes at least two hundred twenty-five (225) minutes of teaching time each day, or at least one thousand one hundred twenty-five (1,125) minutes of teaching time each week, for at least one-hundred ninety-one (191) days during the school year, shall be considered to be a full-time teacher and shall be assigned supervisory or other professional, non-instructional duty time to make his or her instructional duty time equivalent to that of a full-time teacher. Nothing in this subdivision shall prevent the District from giving a secondary teacher an assignment that is greater than one thousand one hundred twenty-five (1,125) minutes per week.

Subd. 3. The District shall not be required to assign additional supervision time that would increase a part-time secondary teacher's assignment.

Subd. 4. A part-time secondary teacher shall be compensated in accordance with his or her placement on the salary schedule except that his or her salary shall be determined by multiplying the base salary by his or her full-time equivalence (FTE) ratio as determined by the following formula:

FTE Ratio = (Instructional Duty Week) ÷ (1,650)

For each period taught by a part-time teacher, the passing time immediately preceding or following that period shall be considered part of the teacher's assignment.

Subd. 5. A part-time secondary teacher's duty day shall be determined by multiplying his or her FTE ratio by four hundred forty (440) minutes. Of that duty day, a part-time secondary teacher shall be given an amount of preparation time equal to his or her FTE ratio times the number of minutes in a regular class period not to exceed fifty (50) minutes. If a part-time secondary teacher is requested by the District to be on duty or to be in attendance beyond his or her duty day, he or she shall be compensated in accordance with his or her daily rate.

Section 11. **Configuration of the School Day**: Any changes to a building's current configuration of the school day can only be adopted if sixty (60) percent or more of the voting teachers in that building and the Superintendent agree to the change. Once a different configuration has been adopted for a building, it may continue to be used unless staff or administration feel it should be up for review.

ARTICLE VI
TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section 1. Teaching License: Except in emergency situations, and as allowed by statute, teachers shall not be assigned outside the scope of their teaching license and the major field and/or minor field of study.

Section 2. **Notice of Change in Assignment**: All teachers shall be given written notice of a tentative change in teaching assignments for the forthcoming year, no later than May 1st.

Subd. 1. **Payment for Moving Classrooms Involuntarily:** Teachers shall be paid for up to 8 hours at $12.50 per hour for involuntarily being asked to move classrooms to a different building.

Section 3. **Discipline**: No teacher shall be disciplined without just cause.

Subd. 1. Teachers will receive written warning of said discipline unless the nature of the violation demands immediate action.

Subd. 2. Teachers shall be entitled to the use of the grievance procedure as outlined herein. Application of this Section shall not preclude or delay action under M.S. 122A.40

Section 4. Internal Transfer: A teacher may be assigned to a different position within the currently assigned building if the principal determines that such a change best meets the educational needs of students. An internal transfer shall not be used as a punitive measure against a teacher.

Prior to preliminary staffing, if an administrator proposes a change in assignment for a teacher within the building, they shall hold an individual meeting with the teacher proposed for a change in assignment on or before May 1st if it is known.

Section 5. Online/Distance Teaching: Teachers may be assigned to teach online/distance classes and/or in-person classes. Teachers may have both online/distance classes and in person classes in their schedule. For example, a teacher may have two sections of an online/distance only class and three sections of in-person only classes, for their duty day schedule.

Subd. 1. Class Size: Online/Distance classes are to be capped at a maximum number of students as defined per State Statute 124D.095.

Subd. 2. Schedule: Online/Distance teachers will not be required to teach both in-person and online/distance learners simultaneously. For example, teachers assigned to online/distance classes will not be required to teach students registered for in-person classes during same class period(s) as their online distance class(es). Online/distance teachers may be required to teach synchronously and asynchronously with the online distance students.

Online/Distance teachers and students will follow the same schedule as the school that the online/distance class is assigned.

Subd. 3. Location: Online/distance teachers will be provided adequately furnished workspace, facilities and equipment during their assigned online/distance class periods, as outlined in Article VII: Teacher Facilities.

Subd. 4. Other: All other articles in this agreement will apply to online/distance teachers.

ARTICLE VII
TEACHER FACILITIES

Section 1. Facilities and Equipment: While the nature of some educational programs, such as the ECFE and ABE programs, cannot always be provided within a typical school setting, for those programs that can be, the School District shall make reasonable effort to provide each school with the following facilities:

Subd. 1. Space for each teacher within each instructional area in which he/she teaches to store his/her instructional materials and supplies.

Subd. 2. A teacher work area containing keyboarding and duplicating equipment and supplies to aid in the preparation of instructional materials.

Subd. 3. An appropriately furnished room which shall be reserved for the use of teachers and student teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be cleaned daily by the school's custodial staff.

Subd. 4. A telephone in an area available for the use of teachers.

Subd. 5. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.

Subd. 6. A communication system so that teachers can communicate with the main building office from their classrooms.

Subd. 7. Well-lighted and clean teacher restrooms, and separate from the students' restrooms.

Subd. 8. A separate, non-student dining area for the use of teachers.

Subd. 9. Suitable closet space for each teacher to store coats, overshoes, and personal articles.

Subd. 10. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

Subd. 11. Adequate chalkboard, whiteboard and/or Smartboard space in every classroom.

Subd. 12. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.

Subd. 13. Adequate technology will be provided for each teacher to be used for instructional planning, presentation, grading, communication and other appropriate professional responsibilities.

Subd. 14. A teacher reference library in each school in the District, including therein all texts which are reasonably requested by the teachers of that school.

Section 2. **Assignment - More Than One Building**: The School District shall make every reasonable effort to provide appropriate facilities for teachers who work in more than one school building. Such teachers shall also be assigned office space for their use outside of regular teaching hours, with desks, or other equivalent facilities, and a place to store materials and supplies for their personal use.

Section 3. **Limitation**: Recognizing that the provisions of this Article deal with discretionary and judgmental factors, the parties agree that grievances may be filed and considered through the School Board level but the decision at the School Board level shall be final and binding and such grievances shall not be subject to the arbitration procedure.

Section 4. Summer Programming: Any teacher whose classroom is used for summer programming shall be paid for up to 4 hours at $12.50 per hour, to prepare the room for summer programming at the end of the school year and to prepare their classroom to teach before the school year starts.

ARTICLE VIII
SALARY DETERMINATION

Section 1. Base Salary: For purposes of this Agreement, an employee's base salary shall be the amount corresponding to the employee's step (1 through 10) and lane (Bachelor's through Doctorate) placement on the appropriate salary schedule. Teachers who move from a part-time to a full-time position shall continue with the same salary schedule placement.

Teachers new to the District shall be placed on the new salary schedule to correspond to their appropriate step placement, years of experience and education as credited by the District. Teachers new to the District with no years of experience shall be placed on step 1 of the schedule. Teachers new to the District with one year of prior experience approved by the District shall be placed on step 2 of the schedule, etc.

Section 2. 2023-24 Salary Schedule: The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement for the 2023-24 school year.

Section 3. 2024-25 Salary Schedule: The wages and salaries reflected in Appendix B, attached hereto, shall be part of this Agreement for the 2024-25 school year.

Section 4. Outside Experience: Upon employment as a teacher in District 77, for purposes of placement on the salary schedule, a teacher shall be given credit for teaching experience outside District 77 for each documented year of teaching up to and including eight (8) years. Credit for teaching experience outside District 77 may be granted for each documented year of teaching in excess of eight (8), up to and including ten (10) years. Effective July 1, 2001, teaching that was done more than ten (10) years prior to employment in District 77 shall not be accepted for placement on the salary schedule unless one of the following is documented:

1. The teacher has earned at least fifteen (15) quarter hours or ten (10) semester hours in an approved college or university in his/her field or in education during the academic year immediately preceding his/her employment by District 77.

2. The teacher has earned at least six (6) quarter hours or four (4) semester hours in an approved college or university in his/her field or in education during each of the three academic years immediately preceding his/her employment by District 77.

Section 5. Step Advancement: There shall be step advancement for the 2023-24 and 2024-25 school year for teachers who qualify under Section 8 of this Article.

Section 6. Career Increments:

Subd. 1. A career increment shall be added to the base salary of each full-time teacher who has completed the number of full-time and part-time years of teaching service in District 77 as indicated below:

	2023-24 and 2024-25
At least 13 but less than 17 years:	$1,400.00
At least 17 but less than 21 years:	$1,900.00
At least 21 but less than 25 years:	$2,400.00
At least 25 but less than 30 years:	$2,900.00
At least 30 years:	$3,400.00

A career increment, prorated to the teacher's FTE (full-time equivalent) assignment shall be added to the base salary of each part-time teacher.

Such career increments are not cumulative; a teacher shall be awarded only one career increment during any school year.

Once a teacher has become eligible for a career increment, such increment shall be prorated to the teacher's FTE assignment for a given school year if the assignment is less than full time.

Subd. 2. For purposes of this section, "part-time" shall be defined as teaching at least .50 FTE but less than 1.0 FTE. Full-time or part-time years of teaching service in District 77 shall include years credited under the provisions of Section 4 plus those years following the teacher's most recent date of employment in District 77 during which the teacher had a full-time or part-time teaching assignment for an entire school year in District 77. No assignments for less than an entire school year shall be counted to determine years of full-time or part-time teaching service in District 77.

Subd. 3. For purposes of this section, full-time or part-time years of teaching service in another school district shall be counted toward full-time or part-time years of teaching service in District 77 if and only if those years of teaching service in another school district were accrued while the teacher was on unrequested leave of absence from District 77.

Subd. 4. For purposes of this section, time spent on leave of absence for 100 teacher duty days or more shall not be considered an interruption of continuous service, but such time shall not be counted toward full-time or part-time years of teaching service in District 77.

Subd. 5. For purposes of this section, time spent on sabbatical leave shall not be considered an interruption of continuous service and such time shall be counted toward years of teaching service in District 77 only when a teacher is seeking to be qualified for the highest career increment.

Section 7. Military Experience: A maximum of two (2) years of military service shall be allowed for credit on the schedule. Calendar years are used in considering military service. To qualify for military experience credit, the teacher must have had his/her teaching experience in Mankato interrupted by military service. The School Board may grant experience on the salary schedule for teaching duties in the Peace Corps. Credit will be given only for programs given prior approval.

Section 8. Minimum Days: Teaching experience of not less than 100 teaching days of an academic year will be counted as a full year for purposes of placement on the salary schedule. This shall apply to all teachers full and part time.

Section 9. District Experience: Credit for additional experience shall be based on the number of years of teaching in District 77 schools.

Section 10. Education Levels: Any teacher who shall have qualified for a higher salary lane as fixed by the schedule shall, upon request and approval, be placed on the higher salary lane effective at the beginning of the school year for salary lane advancement requests submitted to the Director of Administrative Services by the second Monday in September, and effective January 1 for salary lane advancement requests submitted by the second Monday in January.

Subd 1. To qualify under the Bachelor's plus columns, a teacher must have earned the designated number of graduate credits over and above the Bachelor's degree, at an approved college or university. The credits must be earned in the teacher's field, a related field, or in education. Such credits are

subject to prior approval by the Superintendent or their designee. Only credits earned after the Bachelor's degree has been completed will be counted.

Subd. 2. To qualify under a higher degree column (Master's, Specialist or Doctorate), a teacher must have earned the appropriate degree at an approved, accredited college or university, with the graduate degree program in the field(s) of the teacher's licensure, except as otherwise approved by the Superintendent or their designee. All teachers shall have their preliminary plan approved by the Superintendent or their designee in advance.

Subd. 3. To qualify under the Master's plus columns, a teacher must have earned the designated number of graduate credits over and above the Master's degree, at an approved college or university. The credits must be earned in the field(s) of the teacher's licensure, except as otherwise approved by the Superintendent or their designee. Such credits are subject to prior approval by the Superintendent or their designee. Only credits earned after the Master's degree has been completed will be counted.

Subd. 4. Occupational therapists, physical therapists, and speech/language pathologists who have achieved a Master's degree in their respective fields shall use the following formula for educational lane placement:

(Master's degree semester credits – 30) * 1.5

If above formula is greater than or equal to 30 but less than 45, person shall be placed at the M+30 lane. If above formula is greater than or equal to 45, then person shall be placed at the M+45 lane.

See Subdivision 5 for quarter hour and semester hour conversion rates.

Subd. 5. The credits beyond the Bachelor's degree and the Master's degree in Appendix A and Appendix B are listed as quarter hours. The following formula shall be used to convert quarter hours to semester hours:

Semester Hours = (Quarter Hours) ÷ (1.5)

Section 11. National Certification: Any teacher who has achieved one of the following national certifications shall be paid an annual stipend of one thousand five hundred ($1,500) dollars. This stipend shall not be considered part of the teacher's annual salary.

CERTIFICATION	EFFECTIVE DATE
National Board Certification	July 1, 1999
ASHA Certificate of Clinical Competence	July 1, 2001
National Certification of School Psychologists (NCSP)	July 1, 2005
National Board of Certification for Occupational Therapy (NBCOT)	July 1, 2011
National Certified Counselor (NCC)	July 1, 2014
Licensed Independent Clinical Social Worker (LICSW)	July 1, 2015
National Certified School Nurse	July 1, 2017

The following conditions shall apply to these stipends:

1. Stipends will be paid during each school year beginning with the school year after certification has been attained. This will be paid by lump sum on the first pay period in October.

2. Payment will only be made for school years which occur after the effective dates listed above and after the certification has been attained.

3. Teachers must maintain the certification each year to continue receiving the annual stipend. Proof of current certification and request for the stipend are due in the Office of Human Resources by the second Monday in September.

4. Teachers must be assigned in the area of national certification in order to be eligible for the stipend. The stipend shall be prorated to the percentage of time (FTE) the teacher is assigned in that area.

At its sole discretion, the District may review and add national certification in other disciplines to the above list. The Association shall be notified of any additions along with the effective date.

Section 12. Pay Days: All members of the bargaining unit shall be paid on the 15th and last day of each month.

Section 13. ECFE and ABE Teachers: Teachers employed in the ECFE and ABE programs shall not be compensated in accordance with this article, but instead shall be compensated in accordance with Article XXV, Section 4 and Article XXVI, Section 4.

ARTICLE IX
OTHER COMPENSATION

Section 1. Additional Service and Summer School Assignments: Compensation for additional service assignments shall be based on the salary schedule in effect for the school year during which the assignment is performed. Compensation for a summer school assignment shall be based on the salary schedule in effect for the school year just concluded. Additional service assignments and summer school assignments shall be compensated in accordance with the following formula:

Compensation = [(Base Salary) ÷ (Normal Contract Year)] X (Number of Days)

where the Normal Contract Year is the number of days as set forth in Article V, Section 4, Subd. 1.

If it becomes necessary to calculate the hourly rate for a teacher, the following formula shall be used:

Hourly Rate = [(Base Salary) ÷ (Normal Contract Year)] ÷ (6 hours per day)

Section. 2. Homebound Instruction: Licensed teachers providing homebound instructional services shall be compensated by first determining their placement on the salary schedule, with a maximum step placement of step 9. They shall then be compensated at an hourly rate determined by the following formula:

Hourly Rate = ([(Base Salary) ÷ 191] ÷ 6) X 0.75

Section 3. New Positions: The inclusion of activities and/or positions on the co-curricular schedule is the exclusive right of the District and is governed by Policy 510. In the event of the addition of positions to those listed in Appendix D, the School District and the exclusive representative shall negotiate the stipend. Pending completion of negotiations, the School District may establish a temporary rate for such positions.

Section 4. Other Rates of Pay: The curriculum writing hourly rate and the hourly rate for designated paid professional development aligned to District Roadmap initiatives conducted outside of the teacher duty day is established annually by the School Board.

ARTICLE X
GROUP INSURANCE

Section 1. Health Insurance:

Subd. 1. Single Coverage: Subject to the conditions described herein, the School District will contribute an amount toward the monthly cost of the premium for health insurance coverage for each teacher who qualifies for and is enrolled in the group health insurance plan, and who elects single coverage, as specified below:

2023-24 School Year	2024-25 School Year
$932.92	$**

**The amount of the district contribution for the 2024-25 school year shall be the 2023-24 district contribution increased by the same percentage increase as the actual premium increase for 2024-25 up to a maximum of 5%.

Subd. 2. Dependent Coverage: Subject to the conditions described herein, the School District will contribute an amount toward the monthly cost of the premium for health insurance coverage for each teacher who qualifies for and is enrolled in the group health insurance plan, and who elects dependent coverage, as specified below:

2023-24 School Year	2024-25 School Year
$2,214.66	$**

**The amount of the district contribution for the 2024-25 school year shall be the 2023-24 district contribution increased by the same percentage increase as the actual premium increase for 2024-25 to a maximum of 5%.

Subd. 3. Consumer-Driven Health Plans with Health Savings Account (HSA): For eligible teachers who choose a consumer-driven health plan with an HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the teacher's health savings account on a monthly basis. Eligibility and provisions of the health savings account are subject to IRS rules.

Subd. 4. Employee Contribution: The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 2. **Long-Term Disability**: The School District shall provide a long-term disability program for eligible teachers. Each eligible teacher shall contribute the sum of one dollar and forty-four cents ($1.44) per month toward the cost of the premium; such contribution shall be paid by payroll deduction. The remaining portion of the premium shall be paid by the School District. Benefits provided by the long-term disability plan are governed by the terms of the policy, including 2/3 of the employee's regular base salary, excluding any extra compensation, to a maximum of $3,888.89 per month, after a total disability waiting period of 90 calendar days.

Benefits provided for staff with less than five years of experience are governed by the terms of the policy, including 2/3 of the employee's regular base salary, excluding any extra compensation, to a maximum of

$3,888.89 per month. The waiting period for those with less than five years of experience in the School District shall be 30 calendar days or the end of accumulated sick leave, whichever is longer.

Section 3. Dental Insurance:

Subd. 1. Single Coverage: Effective July 1, 2023, and continuing through June 30, 2025, subject to the conditions described herein, the School District will contribute an amount not to exceed $31.57 per month toward the cost of the premium for dental insurance coverage for each teacher who qualifies for and is enrolled in the dental plan, and who selects single coverage.

Subd. 2. Dependent Coverage: Effective July 1, 2023, and continuing through June 30, 2025, subject to the conditions described herein, the School District will contribute an amount not to exceed $56.39 per month toward the cost of the premium for dental insurance coverage for each teacher who qualifies for and is enrolled in the dental plan, and who selects dependent coverage.

Subd. 3. Employee Contribution: The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance: The School District shall provide a group life insurance program and shall pay the premium for $50,000 of coverage, with a double indemnity feature, for each eligible teacher. Eligible teachers shall have the option to purchase additional life insurance coverage if available by the carrier. Proof of insurability is required except for new hires who enroll within 30 days of their employment date. A retiring employee under 65 years of age may continue, at his/her own expense, the life insurance coverage of the School District until age 65. Should the insurance premium rate for the group increase by more than five percent (5%) in any fiscal year, the School District may discontinue, at its discretion, such life insurance options for retirees.

Section 5. Leaves of Absence: In the event that an employee who is absent because of illness or injury and has exhausted sick leave accrual, or for any other unpaid leave of absence, insurance coverages described herein, except long-term disability insurance, may be continued during the leave of absence, if permitted under the insurance policy provisions, but the employee shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by Independent School District No. 77. Upon termination of employment, all School District participation and contribution shall cease, except for those who qualify for continued School District contribution as given in Article XIX, Section 6 of this contract.

Section 8. **Eligibility**:

Subd. 1. Except as otherwise provided herein, School District contributions toward insurance benefits provided herein apply only to teachers who are regularly employed at least 85 duty days during the regular school year and the full school day.

Subd. 2. Teachers regularly employed at least one-half (1/2) of the regular school day but less than the full school day and at least 85 days during the regular school year shall be entitled to participate in the medical-hospitalization and dental insurance programs as outlined in Sections 1 and 3 hereof, but with a School District contribution representing that fractional or percentage portion equal to the fraction or percentage of their daily employment compared to the regular school day. Such teachers shall also be eligible for participation in the group life insurance and group long-term disability programs provided by the district as outlined in Sections 2 and 4 hereof. Eligible part-time teachers who participate in the long-term disability program shall contribute toward the cost of the premium an amount equal to that contributed by full-time teachers.

Subd. 3. Teachers who are employed less than one-half (1/2) time of the regular school day or less than 85 duty days during the regular school year shall not be eligible for participation in the insurance programs outlined in this Article.

ARTICLE XI
MILEAGE

Section 1. Rate: The Internal Revenue Service's (IRS) allowed rate will be paid to teachers who are assigned to more than one school, or whose job responsibilities require travel.

Section 2. **Personal Cars**: Teachers are not required to use their personal cars in School District business as provided in Section 1, except when such travel is part of their regular teaching assignment.

Section 3. **Usage**: Mileage at the designated rate will be paid to teachers who are performing approved educationally-related tasks outside Mankato city limits.

Section 4. **Metropolitan Area**: Mileage to the metropolitan area will be a flat rate of 180 miles. Additional miles shall be validated.

Section 5. Submission of Request for Reimbursement:

Subd. 1. To be eligible for reimbursement, a request for reimbursement for any mileage accrued between July 1st of a calendar year and December 31st of the same calendar year must be submitted no later than January 31st of the following calendar year.

Subd. 2. To be eligible for reimbursement, a request for reimbursement for any mileage accrued between January 1st of a calendar year and June 30th of the same calendar year must be submitted no later than July 31st of the same calendar year.

ARTICLE XII
SICK LEAVE

Section 1. **Accrual**:

Subd. 1. At the beginning of each school year, each returning full-time teacher who reports for duty shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or

disability. In the event a teacher is ill and unable to report at the beginning of the school year, the ten (10) day accrual shall be credited after the teacher reports and performs duties, with the exception of teachers who have received prior authorization for a medical leave of absence for the first portion of the school year. Such teachers will be credited with sick leave at the beginning of the school year on a prorated basis in accordance with Subd. 3.

At the beginning of the first school year in which a new full-time teacher to the district reports for duty, he/she shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or disability. In the event a teacher is ill and unable to report at the beginning of the school year, the fifteen (15) day accrual shall be credited after the teacher reports and performs duties. In all subsequent years of employment, the teacher shall be credited with a ten (10) day sick leave allowance.

Subd. 2. The unused portion of the annual sick leave allowance shall accumulate to a total of 184 days. The School District shall furnish to each teacher a statement at the beginning of each school year setting forth the total sick leave credit. Sick leave days shall not accumulate during a period of time when a teacher is on unpaid leave or long-term disability.

Subd. 3. If a teacher leaves the employ of the School District, is on an unpaid leave of absence, or begins employment after the school year has begun, and does not complete a full year of service, for purposes of accounting, sick leave shall accrue on a monthly basis using 1-1/9 day per month of service. In such an instance, if the employee has used more sick leave days than the number accrued, the School District shall make an appropriate deduction from the employee's final paycheck. The amount of the deduction shall be equal to the employee's daily rate (based on the normal contract year as set forth in Article V, Section 4, Subd. 1) times the difference between the number of days used and the number of days accrued.

Section 2. **Pregnancy/Childbirth:**

Subd. 1. State statute M.S. 363A.08 requires the District, as an employer, to treat women affected by pregnancy, childbirth, or disabilities related to pregnancy or childbirth, the same as other persons who are not so affected but who are similar in their ability or inability to work.

Subd. 2. Leave for the purpose of being with and nurturing a newly born child shall be considered child care leave and shall be subject to the provisions of Article XIV.

Section 3. **Medical Leave -Without Pay or Fringe Benefits**: A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted an additional leave of absence without pay for the duration of such illness or disability through the contract year. The leave may be renewed for one (1) additional year upon written request by the teacher and approval by the School Board. A request for leave or renewal thereof under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 4. **Worker's Compensation**: When an employee is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing sick leave and receiving full salary from the School District, his/her salary shall 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 his/her accrued sick leave. The School District will not pay benefits to personnel who are receiving benefits from another employer as a result of injury or illness incurred during such gainful employment.

Section 5. **Summer School**: Teachers in a full-time summer school assignment shall be credited with two (2) days of sick leave and teachers with a part-time summer school assignment shall be credited with such

accumulation on a prorata basis. Such sick leave days shall be noncumulative and shall not be charged against or added to their regular school year sick leave accumulation.

Section 6. **Additional Service Assignments**: Teachers on additional service assignments shall be granted additional sick leave days according to the following formula: forty-one (41) to forty-three (43) weeks contracts, one (1) day; forty-four (44) weeks or longer contracts, two (2) days. These sick leave days will be noncumulative and will not be charged against or added to their regular school year sick leave accumulation.

Section 7. **Reporting**: The responsibility for promptly reporting to the proper school authorities absences for any of the causes listed above shall be the responsibility of the persons affected.

Section 8. **Medical Certificates**: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Section 9. Family Members: Sick leave may be used for care of immediate family that includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, step-parent, and close family that includes grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, partner, and any other person residing in the same household as the teacher or who clearly stands in the same relationship with the teacher for at least six (6) months on the same terms the employee is able to use sick leave for the employee's own illness or injury per State Statute 181.9413 or federal law.

Section 10. **Eligibility**: The benefits allowed in this Article shall be available to all regular full-time and part-time employees who are employed for at least 85 days during the regular school year. The benefits shall be prorated for part-time employees.

Section 11. **Family and Medical Leave Act (FMLA):**

Subd. 1. Purpose: Pursuant to the FMLA, 29 U.S.C. § 2601 et. seq., and Policy 410 Family and Medical Leave, an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave in connection with the following:

(1) the birth and first-year care of his/her child;
(2) the adoption or foster placement of his/her child;
(3) the serious health condition of a teacher's spouse, child, or parent;
(4) the teacher's own serious health condition that makes the employee unable to perform the essential functions of his or her job; and
(5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty status.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid unless the teacher chooses to use accumulated paid sick or personal leave days. An eligible teacher shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this Section, a teacher must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Paid Leave Under the Agreement: While FMLA leaves, except for eligible

insurance contributions as provided in Subd. 2 above, are unpaid, nothing shall preclude a teacher from utilizing accrued sick or personal leave during the FMLA leave. The school district may also request or require the employee to substitute accrued paid leave for any part of the 12-week period.

Subd. 5. Notification: When the reason for the leave is foreseeable, the teacher shall make a written request for said leave at least thirty (30) days prior to the beginning of the leave.

ARTICLE XIII
EMERGENCY LEAVE

Section 1. Basic Allowance:

Subd. 1. Up to five (5) days per year, nonaccumulative, without loss of pay shall be granted in case of absence because of serious illness or death in the employee's immediate family (parents, brothers, sisters, husband, wife, children of the employee or his/her spouse).

Subd. 2. Up to two (2) days per year, nonaccumulative, of the allowance provided in Subd. 1 hereof will be granted an employee for death or serious illness of any other person.

Section 2. Additional Allowance:

Subd. 1. A request for more than the five (5) days provided in Section 1, Subd. 1 may be presented to the Superintendent or their designee who shall have the authority to grant additional paid or unpaid leave, require the use of paid sick leave, or to deny the request.

Subd. 2. A request for more than the two (2) days provided in Section 1, Subd. 2 may be presented to the Superintendent or their designee who shall have the authority to grant additional paid or unpaid leave, or to deny the request. If the Superintendent or their designee authorizes additional paid leave under this provision, the employee must choose to take such leave either with the loss of sick leave or with the loss of substitute pay.

Section 3. Application of Leave: Leave provided under either Section 1 or Section 2 hereof shall apply to the regular academic year as well as to extended contracts or to summer school employment.

Section 4. Procedure: Employees wishing to avail themselves of the provisions of this Article must present the appropriate School District form to both their principal and the Director of Human Resources whenever possible in advance of the anticipated usage. In the event it is not possible to present the request in advance, the appropriate form shall be filed not later than the day following their return to work.

Section 5. Eligibility: The benefits outlined in this Article shall be available to regular full-time employees and to regular part-time employees on a prorata basis who are employed for at least one-third (1/3) of the regular school day and for at least 100 days during the regular school year. The benefits of this Article shall not apply to part-time employees employed less than one-third (1/3) of the regular school day or less than 100 days during the regular school year.

ARTICLE XIV
CHILD CARE LEAVE

Section 1. **Birth or Adoption**: Acting on a written request submitted by an employee, child care leave, without pay or fringe benefits, may be granted by the District to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

Section 2. **Commencement and Duration**:

Subd. 1. Child care leave shall commence on a date to be agreed upon between the District and the employee. In no event, however, shall the District be required to grant child care leave that commences more than twelve (12) calendar months following the birth or home placement of a child.

Subd. 2. In making a determination concerning the duration of child care leave, the District shall not be required to:

1. Grant any leave more than twelve (12) calendar months in duration.

2. Permit the employee to return to employment prior to the date designated in the leave approval.

Subd. 3. Upon the written request of the employee, the District, at its discretion, may extend the employee's child care leave.

Section 3. **Reinstatement**: Upon returning to work on the date provided in the leave approval, or on the date subsequently agreed to by the District and the employee, the employee shall be reinstated to his/her original job, or to a position of like status and pay.

Section 4. **Effect of Leave**: The continuing contract shall remain in effect and the employee's seniority shall not be affected by the child care leave. The employee shall retain any accrued benefits he/she had earned prior to taking child care leave.

Section 5. Insurance Coverage: At the expense of the employee and at no cost to the District, the District shall continue to make insurance coverage under this Agreement available to an employee and any dependents while the employee is on child care leave.

Section 6. Eligibility: The benefits outlined in this Article shall be available to regular full-time employees and to regular part-time employees who are covered by this Agreement.

ARTICLE XV
SABBATICAL LEAVE

Section 1. **Sabbatical Leave**: Sabbatical leaves are available to members of the faculty under the plan outlined below.

Section 2. **Purpose**: The purpose of the sabbatical leave policy is to improve the excellence of the individual faculty members by encouraging them to pursue additional study. The excellence of the faculty is reflected in the quality of education provided for the students in the classrooms of the School District.

Section 3. **Eligibility**: Teachers who have served on the staff for seven (7) or more years are eligible to make application. The application shall be presented to the Superintendent on or before February 1 of the year preceding sabbatical leave. Approval shall be by the School Board on recommendation of the Superintendent.

Section 4. **Compensation**: Teachers who are on sabbatical leave shall be paid one-half (1/2) of their annual salary where annual salary is defined as the base salary plus career increment. Credits earned while on sabbatical leave may be used to advance on the salary schedule.

Section 5. Benefits: The District shall contribute one-half of the contribution for full-time teachers toward health, dental and life insurance premiums for those teachers on sabbatical leave who are enrolled in and choose to continue in such insurance programs during the sabbatical leave period. Sick leave and personal leave shall accrue at one-half of the accrual rate for full-time teachers during the sabbatical leave period.

Section 6. **Miscellaneous Policies**:

Subd. 1. A maximum of one (1) year's sabbatical leave may be granted.

Subd. 2. A quarter or semester leave may be granted if a satisfactory substitute is available.

Subd. 3. The teacher who receives sabbatical leave must agree to return to the staff and to teach at least two (2) years in Independent School District No. 77. If the teacher does not return, the salary received while on sabbatical leave shall be refunded within a five- (5) year period with interest at the current bank rates.

Subd. 4. No more than two (2) K-12 teachers shall receive a sabbatical leave during any one period.

Section 7. **Eligibility**: The benefits outlined in this Article shall be available only to regular full-time employees.

ARTICLE XVI
PERSONAL LEAVE

Section 1. Personal Leave:

Subd. 1. At the start of a fiscal year two (2) days shall be added to each eligible teacher's unused personal leave. At the start of the fiscal year three (3) days shall be added to each eligible teacher's unused personal leave, if that teacher has completed seventeen (17) years of service in the district. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the teacher. Personal leave shall be prorated to the nearest half day increment for teachers who begin employment after the beginning of the school year.

Subd. 2. A teacher planning to use two (2) or less consecutive days of personal leave shall notify his/her principal as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. A teacher planning to use three or more consecutive days of personal leave shall notify his/her principal at least sixty (60) days in advance, except in cases of an emergency.

Subd. 3. A request for more than two (2) consecutive days of personal leave may be denied in accordance with Section 3, Subd. 1. The teacher and the principal shall confer about such a leave request, but the decision to approve or deny the request shall be the principal's. The principal's decision may be appealed to the Director of Administrative Services.

Section 2. Ratio: The following ratio will be used to determine the number of teachers who may be absent from a building on a particular day:

Number of Teachers In Building	Maximum Number of Teachers Out
1-20	1
21-50	2

51-75	3
76 plus	4

The District may, in its discretion, make exceptions to the maximum number of teachers out of the building depending upon the circumstances.

Section 3. Limitations:

Subd. 1. The number of teachers absent on any given day pursuant to this Article shall never exceed more than five percent (5%) of the total staff. The School District is not required to grant personal leave the first duty day of the school year nor the last ten (10) days of the duty year, nor on curriculum days and conference days, nor on the day before or after any vacation, holiday, or convention days. Personal leave may not be used after the end of one school year and before the start of the next school year. For the purposes of this agreement, the school year shall start on the first duty day for teachers per the adopted calendar, and shall end on the last duty day for teachers per the adopted calendar.

Subd. 2. Under no circumstances shall the School District's decision to grant personal leave in excess of the maximum numbers listed in section 2, to grant personal leave in excess of five percent (5%) of the total staff, to grant personal leave on any of the days cited in Subd. 1, or to grant unpaid leave in conjunction with personal leave, be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.

Subd. 3. Personal leave shall be granted only in increments of one-half day.

Section 4. Unused Personal Leave:

Subd. 1. A teacher may receive a payment equivalent to the base daily substitute teacher rate for any personal day granted at the beginning of the academic year, which is not used by the end of that academic year. Payment shall not be made for less than one personal leave day. A request for payment shall be made in writing by May 31. Any days for which payment is not requested shall be banked up to a maximum of three (3) on June 30.

Subd. 3. On July 1, any teacher who has more than five (5) days of unused personal leave credited to his or her balance shall have that balance reduced to five (5) days. The balance for all other teachers shall remain unchanged.

Section 5. Donation of Personal Leave Days:

1. A teacher may elect to donate one (1) or more of his/her accumulated personal leave days to another District employee who has exhausted his or her accumulated sick leave.

2. A teacher shall notify the Office of Human Resources in writing of his/her intent to donate one (1) or more days of accumulated personal leave days to another District employee. This notice shall include the number of days to be donated and the name of the employee to whom they are to be credited.

3. The day(s) donated shall be based on the donor's full-time equivalent (FTE) assignment and will be credited as such to the donee's sick leave.

   Example: A day donated by a .80 FTE Teacher would be equal to a .80 FTE day for the donee.

4. Days donated shall constitute the use of those days. Such days shall be subtracted from the teacher's total accumulated personal leave days for that school year. Such days shall not be eligible for payment at the end of the school year or for carry over to the next school year.

Section 6. Eligibility: The benefits outlined in this Article shall be available to regular full-time employees and to regular part-time employees on a pro-rata basis who are employed at least one-third (1/3) of the regular school day and 100 days during the regular school year. The benefits of this Article shall not apply to part-time employees employed less than one-third (1/3) of the regular school day or 100 days during the school year.

ARTICLE XVII.

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Leaves of Absence Without Pay:

Subd 1. Requests must be made in writing, stating the purpose of the leave, and must be received in the Office of Human Resources no later than February 1 preceding the school year for which leave is requested.

Subd 2. Leave requests submitted will be acted upon by the school district no later than March 1 preceding the school year for which leave is requested.

Subd 3. If a teacher on leave does not request continuance of the leave by February 1, it will be assumed that he/she will return the following year. Teachers returning from a leave shall be reinstated to any position for which they are qualified.

Subd 4. The Superintendent or their designee will consider the purpose of each leave request along with the total number of requests and staffing conditions within each building when making the decision for approval or denial. Approval shall be by the School Board on recommendation of the Superintendent.

Subd 5. The school district may consider individual request for leaves submitted beyond the dates specified above. Requests will be considered on an individual basis with decision of the Superintendent or their designee being final.

ARTICLE XVIII
SUBSTITUTES

Section 1. Compensation: Substitute teachers who become public employees as defined by P.E.L.R.A., shall be compensated at a rate not less than School District policy.

Section 2. Classroom Teachers: When one classroom teacher substitutes for another classroom teacher for a period of time when such teacher does not have a scheduled class, such teacher shall be compensated at a rate equal to one-sixth (1/6) of the daily rate of the classroom teacher. The compensation shall be paid per clock hour actually worked and shall be prorated to any fraction thereof. Such substituting shall be rotated as equitably as practical. When a teacher is assigned by an administrator to cover another class for any amount of time due to the shortage of substitute teachers, the teacher shall be compensated at a rate equal to one-sixth (1/6) of the daily rate of the classroom teacher.

Section 3. Extra Duties: Any teacher who agrees to complete extra duties outside of their own assignment, such as completing the work of teachers who may be on leave of absence, or in response to high caseloads and/or staffing shortages, shall be compensated at a rate equal to one-sixth (⅙) of their daily rate. The additional amount will be equal to one-sixth (⅙) of their annual salary where annual salary is defined as the base salary plus career increment.

ARTICLE XIX
HEALTH REIMBURSEMENT ACCOUNT

Section 1. Eligibility: The benefits outlined in this Article shall be available to regular full-time teachers employed as a teacher after July 1, 2007, for the full school year and to regular part-time teachers on a pro-rated basis who are employed as a teacher after July 1, 2007, for at least .5 FTE for the full school year. Teachers must be actively working for the full school year to be eligible for the HRA contribution. Teachers on board approved unpaid leave of absence during a school year will not be eligible for an HRA contribution for that school year with the exception of approved FMLA leave. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.

Section 2. HRA Contribution: The District will set aside $1,590 for 2023-24 and $1,615 for 2024-25 for all newly hired full-time teachers. Such amount will be prorated for newly hired teachers employed at least 0.5 FTE but less than full time. The District contribution will be made in July following the preceding full school year of service. The District contribution will be deposited into the District-sponsored HRA on behalf of all eligible employees as outlined in this Article; however all District contributions will remain District assets until eligible employees meet the District's vesting requirements. Teachers will become vested when they reach age 55 and have at least 10 years of continuous service to the district. The vested teacher will have access to his/her HRA account balance upon separation of employment.

Teachers hired after July 1, 2007, shall not be eligible for benefits provided under Article XX, Severance Pay.

ARTICLE XX
SEVERANCE PAY

Section 1. Eligibility:

Subd. 1. A teacher who:

1. is employed at least .5 FTE or more,
2. was employed as a teacher by the District prior to July 1, 2007,
3. has completed at least ten (10) years of continuous service as a teacher in the School District,
4. is at least fifty-five (55) years of age,
5. has submitted a written resignation accepted by the School Board or has completed at least three (3) years status on unrequested leave and has submitted a written resignation accepted by the School Board, and
6. has met the requirements of Subd. 2 below,

shall be eligible for severance pay pursuant to the provisions of this Article.

Subd. 2. To be eligible for the benefits of this Article, a teacher planning to retire at the end of the school year must submit a written resignation by March 15. A teacher retiring at the end of the school year who submits his or her written resignation on or before March 1 shall be given an additional service assignment of one day and shall be compensated for that assignment in accordance with Article IX, Section 2.

A teacher planning to retire during the school year must submit a written resignation at least sixty (60) calendar days prior to the effective date of the resignation.

Section 2. Amount: Eligible teachers, upon retirement, shall receive as severance an amount to be determined as follows:

Subd. 1. If an eligible teacher has fifty (50) or less days of unused sick leave at the time he or she retires, he or she shall receive an amount calculated as follows:

Severance = (Unused Sick Leave) X (Daily Rate)

Subd. 2. If an eligible teacher has more than fifty (50) days of unused sick leave at the time he or she retires, he or she shall receive an amount calculated as follows:

Severance = [(50) + ((Unused Sick Leave – (50)) x (PERCENT))] X (Daily Rate)
where PERCENT is determined as follows:

YEARS OF SERVICE	PERCENT
10	30%
11	31%
12	32%
13	33%
14	34%
15	35%
16	36%
17	37%
18	38%
19	39%
20	40%
21	41%
22	42%
23	43%
24	44%
25	45%
26	46%
27	47%
28	48%
29	49%
30 or more	50%

For the purposes of this section, years of service shall be years of continuous service employed .5 FTE or more in District 77 at the end of the school year during which services are last performed. Time spent on a leave of absence for 100 teacher duty days or more, or part-time years of service less than

.5 FTE, shall not be considered to be an interruption of service, but shall not count toward years of continuous service.

Section 3. Alternative Calculation: Teachers may choose a severance payment determined by the following formula by notifying the District in writing of that choice prior to their fifty-fifth birthday. In all cases, such written notice shall be irrevocable.

$$\text{Severance} = [40 + ((\text{Unused Sick Leave}) \times (.24))] \text{ X (Daily Rate)}$$

where (Unused Sick Leave) X (.24) shall not exceed forty (40) days.

Section 4. Daily Rate: For purposes of the calculations in Section 2 and Section 3, a teacher's daily rate of pay shall be the daily rate (based on Article V, Section 4, Subdivision 1) at the time of retirement, as provided in the salary schedule for the school year, and shall include career increments, but shall not include any other additional compensation for extracurricular activities, extended employment or other extra compensation.

Section 5. Payment: Severance pay shall be paid into the health care savings plan in one (1) installment, on the July or January payroll, whichever occurs soonest after the retirement date. For all retiring teachers, payment shall be made on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System. Severance pay shall not be granted to any teacher who is discharged for cause by the School District.

Section 6. Fringe Benefits: Teachers who qualify and apply for severance shall be eligible to remain in the existing group health and hospitalization program and shall remain eligible for the School District's contribution toward single coverage in an amount as described in Article X, Section 1, at the end of the school year in which the teacher last performs services. The District's contribution shall be prorated for teachers who work at least .5 FTE but less than full time. A teacher who desires family coverage will be billed on a monthly basis by the School District. Eligibility for this benefit will continue for one hundred twenty (120) months beginning with the month during which he or she would be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or until the teacher becomes eligible for Medicare, whichever occurs first.

If the teacher becomes eligible for Medicare within the 120-month period, he/she will no longer be eligible for the district's contribution toward the district's group health and hospitalization program but may continue in the plan at the teacher's own expense. Upon Medicare eligibility, the District contribution shall be reduced by 50% and paid into a health care savings plan for the remainder of the 120-month period. Payments shall be made on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System on July 15 and January 15. The first payment will be made in July or January, whichever occurs first following the month that the employee becomes eligible for Medicare. The amount of the first payment will be based on the number of months following the month of Medicare eligibility until the month of the first payment. Thereafter, payments shall be made in July and January for the number of months in the interval until the 120-month period ends.
Payment shall cease in the event of the employee's death.

Section 7. Individual Limitation: Notwithstanding any other provision of this Article, an individual teacher shall not be eligible for a severance amount in excess of $15,000 under this Article.

ARTICLE XXI
TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(B)

Section 1. Enrollment Date: Eligible teachers who wish to participate in the Tax Deferred Matching Contributions Plan 403(b) must submit the appropriate forms to the Business Office on or before June 30 for the following school year. Teachers are allowed to change their personal contributions amount up to four times per year; however, the District matching amount will remain the same for the entire school year.

Section 2. Individual Matching Amount: Subject to limitations imposed by state and federal laws and regulations, for each dollar an eligible teacher agrees to contribute to an eligible 403(b) plan the District will contribute an equal amount up to a maximum District contribution of $110.00 per month from July 1, 2023, through June 30, 2025. Such contribution will be prorated for part-time teachers to their full-time equivalent (FTE) assignment.

Section 3. Eligibility: The benefits of this article shall be available to teachers with a current assignment of at least 0.50 FTE and one hundred ninety-one (191) days during the school year, and who have completed three (3) years of employment at least 0.50 FTE for 191 days as a teacher in District 77. Such years need not be consecutive.

ARTICLE XXII
UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The School District and the exclusive representative agree that the placement of teachers on unrequested leave of absence, and the recall of teachers from unrequested leave of absence, shall be governed only by the provisions of this Agreement in accordance with M.S. 122A.40, Subd. 10.

Section 2. Placement of Teachers on ULA: The School District may place on unrequested leave of absence (ULA), without pay or fringe benefits, as many teachers as it deems necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave of absence, the School District shall be governed by the following provisions:

Subd. 1. Within each area of licensure, teachers who have acquired seniority rights in District 77 shall be placed on unrequested leave of absence in inverse order of seniority.

Subd. 2. The District shall reassign a more senior, full-time teacher to a position requiring different licensure to avoid placing a less senior, full-time teacher on unrequested leave if and only if the more senior teacher holds seniority in that area of licensure, and the less senior teacher's seniority date precedes that of any full-time teacher who would be placed on unrequested leave as a result of the reassignment. The reassignment of a full-time teacher shall occur only from the area of licensure in which the reduction is being made. (For example, if a reduction is being made in mathematics, only teachers who are currently assigned to teach mathematics shall be considered for reassignment. The district will notify the teacher of the ULA by May 1 of the current school year.

Subd. 3. The District shall not be required to assign a teacher supervisory or other professional, non-instructional duty time to avoid placing the teacher on ULA, nor shall the District be required to assign a teacher to a position designated by the District as a "teacher on special assignment" to avoid placing the teacher on ULA.

Subd 4. The District shall not be required to reassign part-time teachers under any circumstances.

Section 3. **Affirmative Action Exception**: The provisions herein shall not apply if it would place the School District in violation of its affirmative action program, if any, and in such event, the School District may retain the probationary teacher or the teacher with less seniority, notwithstanding any other provisions of this Article.

Section 4. Recall of Teachers from ULA: In recalling teachers from unrequested leave of absence, the School District shall be governed by the following provisions:

Subd. 1. Teachers shall be recalled from unrequested leave of absence to available positions in the School District in fields for which they are licensed and in which they hold seniority. The most senior teacher so qualified shall be recalled first.

Subd. 2. Within an area of licensure, the District shall assign a more senior, full-time teacher to a position requiring different licensure in order to recall a less senior, full-time teacher from unrequested leave if and only if the more senior teacher holds seniority in that area of licensure, and if and only if there is a position available in that area of licensure.

Subd. 3. No appointment of a new teacher shall be made while there is available, on unrequested leave, a full-time teacher who is properly licensed and qualified as provided in this Article to fill such a vacancy.

Subd. 4. Notification shall be by certified mail to the last known address of the teacher as recorded in the office of the Director of Administrative Services. In the event a teacher declines the position or fails to notify the School District in writing of the teacher's intentions within thirty (30) calendar days of the date of notification, the teacher shall be removed from the recall list.

Subd. 5. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in the loss of any benefits accrued under the Master Contract while the teacher was employed by the School District.

Subd. 7. The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of five (5) years from the date the teacher's unrequested leave of absence begins or until the teacher fails to respond within thirty (30) days of the date of notification or until the teacher submits in writing a request to be removed from the recall list, whichever occurs first.

Subd. 8. In the event of an unrequested leave, teachers refusing re-employment to a position for which they are qualified and at a teaching load which would be no less than the teaching load when placed on unrequested leave shall forfeit all rights and be immediately removed from the unrequested leave status.

Section 5. District's Right to Reassign: Nothing in this Agreement shall prohibit the School District from assigning a teacher to a position for which that teacher is properly licensed.

Subd. 1. The District may consider to assign a teacher to AVID before placing the teacher on ULA, if the teacher has participated in AVID training and taught AVID within the last three (3) school years.

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 in the Office of Human Resources for filing as of January 15 of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not to the current reduction. For purposes of this section, the application for a license, if dated on or before January 15, may be submitted in lieu of the license.

ARTICLE XXIII
FULL-TIME SENIORITY

Section 1. Definitions:

Subd. 1. For the purposes of this Article, and for the purposes of Article XXII and Article XXIV, a "teacher" shall mean a continuing contract teacher, including classroom teachers and all other continuing contract professional employees required to hold a license from the Minnesota Department of Education.

Subd. 2. For the purposes of this Article, "full-time seniority" shall mean full-time employment for at least 100 days during the school year under a continuing contract with a full-time seniority date as determined by Section 2 hereof involving continuous service with the School District. For purposes of full-time seniority standing, it is understood that a teacher on unrequested leave of absence pursuant to this Agreement shall continue to accrue full-time seniority during such leave of absence.

Subd. 3. Notwithstanding any other provision of this Article, a continuing contract teacher who has held seniority as a full-time teacher shall continue to retain the original full-time seniority date and hold full-time seniority if such teacher becomes employed in a part-time position involving continuous service.

Section 2. Establishment of Seniority: A teacher who has completed the probationary period and has achieved continuing contract status within the School District, and who is employed on a full-time basis for at least 100 days during the school year, shall acquire full-time seniority rights in the School District and shall be placed on the appropriate full-time seniority list(s) in accordance with the following provisions.

Subd. 1. Full-time seniority rights shall be granted within an area of licensure and a teacher shall appear on the full-time seniority list within that area of licensure if the teacher is licensed in and is currently teaching at least one class for at least 100 days during the school year in the School District in that area of licensure.

Subd. 2. Once a teacher has been granted full-time seniority rights within an area of licensure in accordance with Subd. 1 hereof, he or she shall maintain full-time seniority rights within that area of licensure and shall continue to appear on the full-time seniority list for that area of licensure if and only if one or more of the following conditions is met:

1. The teacher is licensed in and is currently teaching at least one class for at least 100 days during the school year in the School District in that area of licensure.
2. The teacher is licensed in and taught at least one class in the School District in that area of licensure for at least 100 school days following the date on which the teacher's license was most recently renewed, or during the five-year period immediately preceding the date on which the teacher's license was most recently renewed, or within the past ten (10) years if the teacher holds a life license.

3. At least forty-five (45) of the teacher's continuing education clock hours approved at the time the teacher's license was most recently renewed were directly related to the area of licensure. Any disagreement regarding the direct relationship of continuing clock hours to the area of licensure shall be resolved by the Meet and Confer Council, and shall not be subject to the grievance procedure.

Subd. 3. Within an area of licensure, any teacher who fails to satisfy at least one of the conditions set forth in Subd. 2 shall not continue full-time seniority rights within that area of licensure and shall not appear on the full-time seniority list for that area of licensure.

Subd. 4. If a teacher who has lost his or her full-time seniority rights within an area of licensure for failure to comply with at least one of the conditions set forth in Subd. 2 should subsequently reestablish his or her full-time seniority rights within that area of licensure by meeting one of the conditions set forth in Subd. 2, his or her full-time seniority date within that area of licensure shall be July 1 of the school year during which he or she reestablished his or her full-time seniority rights within that area of licensure.

Subd. 5. Beginning with the 2006-07 contract year, and except for the non-classroom areas specified below, a teacher's initial full-time seniority date shall be the first day of service for all new teachers who start at the beginning of the normal contract year. For purposes of this section, the normal contract year shall include days designated for new teacher workshops. The seniority date will be the actual beginning date of employment for teachers who are scheduled to begin work prior to the beginning of the contract year, or for teachers who begin work after the beginning of the contract year. If a teacher holds licensure in more than one area, he/she shall be granted full-time seniority in each area from this date if the conditions in Section 2, Subds. 1 and 2 have been met. In the event that two (2) or more teachers have the same full-time seniority date, the teacher with the highest degree shall be the most senior. In the event that two (2) or more teachers have the same full-time seniority date and equal level of degree, the teacher with the lower file folder number (as assigned by the Professional Educator Licensing and Standards Board) shall be the most senior.

Subd. 6. In specific areas of non-classroom licensure, a teacher's initial full-time seniority date shall be the date on which the teacher's appointment to a full-time position in that area of licensure was officially approved by School Board action. These specific areas of licensure are: administration, curriculum development, and school psychologist.

Subd. 7. In specific areas of special temporary license permissions, including but not limited to out-of-field permission, innovative program permission, and discretionary variances, teachers who have achieved continuing contract status will be placed on the full-time seniority list for the license area in which the teacher has a special permission. Said teacher will be considered to be the least senior in that license area, regardless of hire date.

Section 3. Seniority Lists:

Subd. 1. Publication: The School District shall establish and maintain a full-time seniority list for each area of licensure. A preliminary list shall be published on January 15th of each year. An official list, incorporating any changes resulting from the appeal process set forth in Subd. 2, shall be published on March 1st of each year, and a copy shall be forwarded to the Association. This official list as published on March 1st, and as amended in accordance with Subd. 3, shall govern the application of the unrequested leave of absence provisions of this Agreement (Article XXII) until thereafter revised.

Subd. 2. Appeal: Any teacher who believes that the preliminary seniority list as published on January 15th is not accurate shall submit a written appeal to the Director of Human Resources on or before

February 1st. A meeting of the Meet and Confer Council shall be convened to consider all appeals submitted on or before February 1st. The decision of the Meet and Confer Council shall be final and shall not be subject to the grievance procedure or to arbitration.

Subd. 3. Extension of Deadlines: By mutual written consent between the parties, an appeal submitted after February 1st may be submitted for consideration by the Meet and Confer Council. In such instances, if the Council's decision upholds the appeal, and the official seniority list has already been published, a copy of the Council's decision shall be attached to and shall become part of the official list.

Subd. 4. In the event a tenured teacher is placed on ULA, his/her areas of licensure will be seriously considered for appointment to retain employment.

ARTICLE XXIV
PART-TIME SENIORITY

Section 1. Definitions: It is understood that in all instances, a full-time teacher shall be more senior than a part-time teacher. For the purposes of this Article, "part-time seniority" shall mean no less than 0.50 FTE's, part-time employment for at least 100 days during the school year under a continuing contract with a part-time seniority date as determined by Section 2 hereof involving continuous service with the School District. For purposes of part-time seniority standing, it is understood that a teacher on unrequested leave of absence pursuant to this Agreement shall continue to accrue part-time seniority during such leave of absence.

Section 2. Establishment of Part-time Seniority: A teacher who has completed the probationary period and has achieved continuing contract status within the School District, and who is employed on a part-time basis for at least 100 days during the school year and for no less than 0.50 FTE's, shall acquire part-time seniority rights in the School District and shall be placed on the appropriate part-time seniority list(s) in accordance with the following provisions.

Subd. 1. Part-time seniority rights shall be granted within an area of licensure and a teacher shall appear on the part-time seniority list within that area of licensure if the teacher is licensed in and is currently teaching in the School District in that area of licensure for at least 100 days during the school year and for no less than 0.50 FTE's.

Subd. 2. Teachers employed on a part-time basis for no less than 0.50 FTE's prior to January 1, 1994, shall have a part-time seniority date of September 7, 1993. The part-time seniority date for teachers who are first employed on a part-time basis for no less than 0.50 FTE's on or after January 1, 1994, shall be the date on which the teacher's appointment to a part-time, 0.50 FTE or greater teaching position within the School District was approved by official School Board action. Beginning with the 2006-07 school year, the initial seniority date shall be the first day of service all new part-time teachers who start at the beginning of the normal contract year. For purposes of this section, the normal contract year shall include days designated for new teacher workshops. The seniority date will be the actual beginning date of employment for teachers who are scheduled to begin a part-time assignment prior to the beginning of the contract year, or for teachers who begin a part-time assignment after the beginning of the contract year. If a teacher holds licensure in more than one area, he/she shall be granted seniority in each area from this date if the conditions in Section 2, Subds. 1 and 3 have been met. In the event that two (2) or more teachers have the same part-time seniority date, the teacher whose most recent date of hire in District 77 is the earliest shall be the most senior. In the event that two (2) or more teachers have the same seniority date and the same most recent date of hire in District 77, the teacher with the highest degree shall be the most senior. In the event that two (2) or more

teachers have the same part-time seniority date, the same most recent date of hire in District 77, and equal level of degree, the teacher with the lower file folder number (as assigned by the Department of Education) shall be the most senior.

Subd. 3. Once a teacher has been granted part-time seniority rights within an area of licensure in accordance with Subd. 1 hereof, he or she shall maintain part-time seniority rights within that area of licensure and shall continue to appear on the part-time seniority list for that area of licensure if and only if one or more of the following conditions is met:

1. The teacher is licensed in and is currently teaching in the School District in that area of licensure for at least 100 days during the school year and for no less than 0.50 FTE's.
2. The teacher is licensed in and taught in the School District in that area of licensure for at least one quarter during a school year on a not less than 0.50 FTE basis following the date on which the teacher's license was most recently renewed, or during the five-year period immediately preceding the date on which the teacher's license was most recently renewed, or within the past ten (10) years if the teacher holds a life license.
3. At least forty-five (45) of the teacher's continuing education clock hours approved at the time the teacher's license was most recently renewed were directly related to the area of licensure. Any disagreement regarding the direct relationship of continuing clock hours to the area of licensure shall be resolved by the Meet and Confer Council, and shall not be subject to the grievance procedure.

Subd. 4. Within an area of licensure, any teacher who fails to satisfy at least one of the conditions set forth in Subd. 2 shall not continue part-time seniority rights within that area of licensure and shall not appear on the part-time seniority list for that area of licensure.

Subd. 5. If a teacher who has lost his or her part-time seniority rights within an area of licensure for failure to comply with at least one of the conditions set forth in Subd. 2 should subsequently reestablish his or her part-time seniority rights within that area of licensure by meeting one of the conditions set forth in Subd. 2, his or her part-time seniority date within that area of licensure shall be July 1 of the school year during which he or she reestablished his or her part-time seniority rights within that area of licensure.

Subd. 6. In specific areas of special temporary license permissions, including but not limited to out-of-field permission, innovative program permission, and discretionary variances, teachers who have achieved continuing contract status will be placed on the part-time seniority list for the license area in which the teacher has a special permission. Said teacher will be considered to be the least senior in that license area, regardless of hire date.

Section 3. Seniority Lists:

Subd. 1. Publication: The School District shall establish and maintain a part-time seniority list for each area of licensure. A preliminary list shall be published on January 15th of each year. An official list, incorporating any changes resulting from the appeal process set forth in Subd. 2, shall be published on March 1st of each year, and a copy shall be forwarded to the Association. This official list as published on March 1st, and as amended in accordance with Subd. 3, shall govern the application of the unrequested leave of absence provisions of this Agreement (Article XXI) until thereafter revised.

Subd. 2. Appeal: Any teacher who believes that the preliminary seniority list as published on January 15th is not accurate shall submit a written appeal to the Director of Human Resources on or before February 1st. A meeting of the Meet and Confer Council shall be convened to consider all appeals

submitted on or before February 1st. The decision of the Meet and Confer Council shall be final and shall not be subject to the grievance procedure or to arbitration.

Subd. 3. Extension of Deadlines: By mutual written consent between the parties, an appeal submitted after February 1st may be submitted for consideration by the Meet and Confer Council. In such instances, if the Council's decision upholds the appeal, and the official seniority list has already been published, a copy of the Council's decision shall be attached to and shall become part of the official list.

Subd 4. In the event a tenured teacher is placed on ULA, his/her areas of licensure will be seriously considered for appointment to retain employment.

Section 4. Reassignment:

Subd 1. A teacher who has been granted part-time seniority rights shall not be entitled to use that status to increase his or her FTE assignment. The District may employ a probationary, or less senior teacher, for a position in an area of licensure in which another teacher holds part-time seniority so long as the FTE's associated with that position are greater than the FTE's associated with the other teacher's current assignment or are greater than the FTE's associated with the other teacher's assignment when he or she was placed on unrequested leave of absence.

ARTICLE XXV
ECFE TEACHERS

Section 1. Continuing Contract Status: The parties agree that M.S. 122A.40 applies to ECFE teachers and that such teachers have continuing contract rights.

Section 2. Application: The following parts of this Agreement are included by reference:

a.	Article II	Procedure
b.	Article III	Teacher Association Rights
c.	Article IV	School Board Rights
d.	Article VI except Section 2	Teacher Assignments and Qualifications
e.	Article VII	Teacher Facilities
f.	Article XI	Mileage
g.	Article XIV	Childcare Leave
h.	Article XXI	Tax Deferred Matching Contribution Plan (403b)
i.	Article XXIX	Grievance Procedure
j.	Article XXX	Publication of Agreement
k.	Article XXXI	Duration

Section 3. Hours of Service: Employees under this Article are hourly employees. The duty day, hours and assignments for ECFE teachers, including program support time, shall be established and assigned by the District for the period from July 1st through June 30th of the relevant contract year. Hours of assignment shall be flexible as assigned by the District. The District will determine specific duties and assignments in accordance with the needs of the program. Work hours and assignments may be modified by the District to meet programmatic needs. Staff may be reassigned as necessary. The teacher's full-time equivalence (FTE) shall be determined by dividing the annual assignment hours by 1,440.

Section 4: Salary Determination:

Subd. 1. Employees under this Article shall be compensated based on the following wage scale:

	2023-2024			2024-2025	
	Bachelor's	Master's		Bachelor's	Master's
Step	WAGE	WAGE	Step	WAGE	WAGE
1	$29.87	$33.46	1	$30.76	$34.46
2	$30.87	$34.58	2	$31.79	$35.62
3	$31.88	$35.69	3	$32.83	$36.76
4	$32.87	$36.82	4	$33.86	$37.92
5	$33.87	$37.94	5	$34.89	$39.08
6	$34.89	$39.08	6	$35.94	$40.26
7	$35.89	$40.21	7	$36.97	$41.41
8	$36.90	$41.32	8	$38.01	$42.56
9	$37.90	$42.44	9	$39.03	$43.72
10	$39.02	$43.70	10	$40.19	$45.01

Career Increment added to base hourly wage:
13-16 completed years $1.50 per hour
17-20 completed years $3.00 per hour
21+ completed years $4.50 per hour

Subd. 2. A teacher's employment date must be on or before February 1 of the contract year in order to be eligible for a step increase for the following year.

Subd. 3. Step Placement for Newly Hired Teachers. Upon employment as a teacher in District 77, for purposes of placement on the salary schedule, a teacher shall be given credit for teaching experience in early childhood or parent education outside District 77 for each documented year of teaching up to and including two (2) years. Credit for teaching experience outside District 77 may be granted for each documented year of teaching in excess of two (2), up to and including five (5) years.

Subd. 4. Step Advancement: There shall be step advancement for the 2023-24 and 2024-25 school years for those teachers who qualify under Subd. 2.

Section 5. Paid Leave:

Subd. 1. Sick Leave: ECFE employees shall receive an amount of sick leave equal to their FTE x 80 hours per year. The unused portion of the annual sick leave shall accumulate to a maximum of 1440 hours. If a teacher leaves the employ of the District prior to completion of his or her scheduled annual hours, the FTE will be recalculated based on the number of hours worked, and any sick leave used that was not earned will be deducted from the employee's last paycheck.

Subd. 2. Emergency Leave: ECFE employees shall be granted an amount of emergency leave equal to their FTE x 40 hours per year, nonaccumulative, in case of absence because of the serious illness or death in the employee's immediate family (parents, brothers, sisters, spouse, children of the employee or his/her spouse).

Subd 3. Personal Leave: ECFE employees shall be granted personal leave in an amount equal to their FTE x 16 hours per year. Such leave may be used for personal leave as defined and limited in Article XVI. Personal leave may accumulate to a maximum of the employee's FTE x 40 hours.

Subd. 4. At the completion of each school year, at the request of the teacher, any personal leave hours granted at the beginning of the year (as determined in Subd. 3 above) which are not used by the end of that year shall be reimbursed to the teacher at a rate equal to the teacher's hourly rate X .75. Those hours will be deducted from his/her accumulated personal leave.

Section 6. Holiday Pay: All ECFE employees shall receive seven (7) paid holidays, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Holiday Pay shall consist of the hours equivalent to an average workday and shall be identified on the time sheet in the appropriate month as such. To be eligible for holiday pay, an employee shall be present and working, or on paid leave, on his/her duty day immediately preceding the holiday and on his/her duty day immediately following the holiday.

Section 7. Work Year Schedules: ECFE programming will follow any changes in the school calendar due to emergency conditions determined by the site and agency in which they are located. This can include late starts, early release and cancellations due to weather, damage to facilities or actions required by a state or federal agency. ECFE teachers that are scheduled to teach during the hours of these cancellations will still be paid at their hourly rate. Authorization for changes to the scheduled hours for evening and off-site locations will be designated by the program coordinator. Staff will be expected to work any rescheduled classes at the discretion of the program coordinator, which may or may not be in alignment with K-12 rescheduled classes.

Section 8. Health Insurance:

Subd. 1. ECFE employees whose assignment within a single program during the fiscal year is at least 1,296 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1.

Subd. 2. ECFE employees whose assignment within a single program during the fiscal year is at least 1,080 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1, except that the District's contribution toward the premium shall be equal to seventy-five percent (75%) of the amounts listed in Article X, Section 1.

Subd. 3. ECFE employees whose assignment within a single program during the fiscal year is at least 720 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1, except that the District's contribution toward the premium shall be equal to one-half of the amounts listed in Article X, Section 1.

Section 9. Life Insurance; The District shall provide a group life insurance program and shall pay the premium for $50,000 of coverage, with a double indemnity feature, for each ECFE teacher with a work year of at least 720 hours and who enrolls in the plan.

Section 10. Long-Term Disability Insurance: The District shall provide a long-term disability program for ECFE teachers who work at least 720 hours and who enroll in the plan. Each eligible teacher shall contribute the sum of $1.44 per month toward the cost of the premium through payroll deduction. The remaining portion of the premium shall be paid by the District. Benefits provided by the long-term disability plan are governed by the terms of the policy, including 2/3 of the employee's regular base salary, excluding any extra compensation, to a maximum of $3,888.89 per month, after a total disability waiting

period of 90 calendar days. The waiting period for ECFE teachers with less than five years of experience in the District shall be 30 calendar days or the end of accumulated sick leave, whichever is longer.

Section 11. Seniority:

Subd. 1. Seniority shall exist by ECFE licensure requirement categories; early childhood teacher or parent educator. Seniority in any ECFE category shall not constitute seniority in another program or as a regular K-12 teacher.

Subd. 2. For the purposes of this Article, "seniority" shall mean employment for at least 100 days during the school year under continuing contract. Within a category, an employee's seniority date shall be the date on which he or she first began continuous service in that category. In the event that two or more teachers have the same seniority date, the following tiebreakers shall be applied, in the order in which they are listed, until the more senior teacher has been determined.

1. The teacher with the highest degree shall be the most senior.
2. The teacher with the lower file folder number (as assigned by the Professional Educator Licensing and Standards Board of the Minnesota Department of Education) shall be the most senior.

Subd. 3. The District shall establish and publish a seniority list. A preliminary list shall be published on or before January 15th of each year. An official list, incorporating any changes resulting from the appeal process set forth in Subd. 4 shall be published on or before March 1st of each year and a copy shall be forwarded to the Association.

Subd. 4. An employee who believes that the preliminary seniority list as published on or before January 15th is not accurate shall submit a written appeal to the Director of Human Resources on or before February 1st. A meeting of the Meet and Confer Committee shall be convened to consider all appeals submitted on or before February 1st. The decision of the Meet and Confer Committee shall be final and shall not be subject to the grievance procedure or to arbitration.

Section 12. Assignment Procedures:

Subd. 1. Initial Assignment: ECFE program hours will be assigned each work year at the discretion of the Program Coordinator and based upon the needs of the program. Seniority, room preparation requirements, budgetary issues, day and evening program needs, and continuity are factors in determining how classes and programs are staffed. Seniority will be a primary consideration in such assignments. Although more hours than the previous work year may be assigned, in no event shall a teacher have a right to be assigned to more hours than he/she had in the previous work year.

Subd. 2. Assignment of Additional Special Project or Program Hours: When new program hours are added to the program, staff may express interest in an additional assignment of hours. Hours will be added to existing staff assignments based upon availability, experience, and licensure of the applicants and the needs of the program. Seniority will be a primary consideration in such assignments provided it will not interfere with the integrity of the program. The District, in its discretion may declare a vacancy as opposed to adding hours to an existing staff member's assignment.

When additional hours become available for special projects, they shall be posted within the department and the staff may express an interest in the additional hours. The hours will be assigned based on the needs of the project. Seniority will be a primary consideration in such assignments insofar as it is practical.

Subd. 3. Assignment of Evening Classes: Any assignment may include two evening classes per week if needed. Teachers may opt out of teaching evening classes on a seniority basis if it is feasible within the schedule.

Subd. 4. Elimination of Positions or Reduction of Hours: In the event the District deems it necessary to reduce the number of ECFE teachers, or the number of hours in an ECFE teacher's assignment, the least senior teacher shall be laid off, or the least senior teacher's hours shall be reduced.

If the least senior ECFE teacher has continuing contract status, the School District and the exclusive representative agree that the placement of ECFE teachers on unrequested leave of absence, and the recall of ECFE teachers from unrequested leave of absence, shall be governed only by the provisions of this Agreement in accordance with M.S. 122A.40, Subd. 10.

Subd 5. Placement of ECFE Teachers on ULA: The School District may place on unrequested leave of absence (ULA), without pay or fringe benefits, as many ECFE teachers as it deems necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave of absence, the School District shall be governed by the following provisions:

1. ECFE teachers who have acquired seniority rights in District 77 shall be placed on unrequested leave of absence in inverse order of seniority.

2. The district will notify the ECFE teacher of the ULA by May 1 of the current school year.

3. The District shall not be required to assign a teacher supervisory or other professional, non-instructional duty time to avoid placing the ECFE teacher on ULA, nor shall the District be required to assign a ECFE teacher to a position designated by the District as a "teacher on special assignment" to avoid placing the ECFE teacher on ULA.

Subd 6. Recall of Teachers from ULA: In recalling ECFE teachers from unrequested leave of absence, the School District shall be governed by the following provisions:

1. ECFE Teachers shall be recalled from unrequested leave of absence to available positions in Early Childhood Family Education programs for which they are licensed and in which they hold seniority. The most senior ECFE teacher so qualified shall be recalled first.

2. No appointment of a new ECFE teacher shall be made while there is available, on unrequested leave, an ECFE teacher who is properly licensed and qualified as provided in this Article to fill such a vacancy.

3. Notification shall be by certified mail to the last known address of the ECFE teacher as recorded in the office of the Director of Administrative Services. In the event an ECFE teacher declines the position or fails to notify the School District in writing of the ECFE teacher's intentions within thirty (30) calendar days of the date of notification, the ECFE teacher shall be removed from the recall list.

4. An ECFE teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of ECFE teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

5. The unrequested leave of absence shall not impair the continuing contract rights of an ECFE teacher or result in the loss of any benefits accrued under the Master Contract while the ECFE teacher was employed by the School District.

6. The unrequested leave of absence of an ECFE teacher who is not reinstated shall continue for a period of five (5) years from the date the ECFE teacher's unrequested leave of absence begins or until the teacher fails to respond within thirty (30) days of the date of notification or until the teacher submits in writing a request to be removed from the recall list, whichever occurs first.

7. In the event of an unrequested leave, ECFE teachers refusing re-employment to a position for which they are qualified and at a teaching load which would be no less than the teaching load when placed on unrequested leave shall forfeit all rights and be immediately removed from the unrequested leave status.

Section 13. Duty Day: The ECFE teacher duty day shall consist of the following:

Contact Time: Direct instruction of learners.
Program Support Time: Preparation of instructional lessons, bulletin boards and learning materials, room preparation, and other activities designed to support instruction. ECFE teachers will be provided with 30 minutes of program support time per class.

Duty Time: Team communication, parent contact, and other activities that are necessary before and after class. ECFE teachers will be provided with 15 minutes before and 15 minutes after each class.

Section 14. Pre and Post Time: ECFE teachers shall be provided with additional paid time to prepare for programming, room preparation and take-down tasks, inventory and other responsibilities as the budget allows. Generally, the time will be allocated as follows when the budget allows:

Subd. 1. Parent Educators

Work Hours/Week	Time Allotted
25+	40 hrs/yr
19-24	34 hrs/yr
16-18	25 hrs/yr
13-15	19 hrs/yr
10-12	8 hrs/yr

Subd. 2. Early Childhood and School Readiness Teachers

Room Preparation: 35 hours for each room prepared per year
School Readiness Set-Up: 25 hours for each school readiness class per year

Additional hours may be assigned at the discretion of the Director beyond the above allotments in special circumstances when additional time is needed due to programming needs. Pre and post hours will be assigned each fall.

Section 15. Parent/Child Conferences: ECFE pre-school teachers shall be provided with 15 minutes of contact time and 15 minutes of preparation time for each parent/child conference.

Section 16. Staff Development:

Subd. 1. For purposes of allocating staff development funds in accordance with M.S. 122A.61, ECFE teachers' full-time equivalence (FTE) shall be determined by dividing their annual assignment by 1,440 hours.

Subd. 2. Based on available funding over and above those funds allocated under Subd. 1 above, ECFE employees may be provided with additional paid staff development time during the school year. The District shall be solely responsible for determining whether such funds are available and the amount of additional paid staff development time to be provided within each program. Its decision shall not be subject to the grievance procedure or to arbitration.

Subd. 3. Insofar as funding is available, ECFE teachers will be provided with one hour, seven times per year, to meet together for planning time and PLC meetings. Such meetings will be scheduled on the annual ECFE program meeting schedule.

ARTICLE XXVI
ABE TEACHERS

Section 1. Continuing Contract Status: The parties agree that M.S. 122A.40 applies to ABE teachers and that such teachers have continuing contract rights.

Section 2. Application: The following parts of this Agreement are included by reference:

a.	Article II	Procedure
b.	Article III	Teacher Association Rights
c.	Article IV	School Board Rights
d.	Article VI except Section 2	Teacher Assignments and Qualifications
e.	Article VII	Teacher Facilities
f.	Article XI	Mileage
g.	Article XIV	Childcare Leave
h.	Article XXI	Tax Deferred Matching Contribution Plan (403b)
i.	Article XXIX	Grievance Procedure
j.	Article XXIX	Publication of Agreement
k.	Article XXXI	Duration

Section 3. Hours of Service: Employees under this Article are hourly employees. The duty day, hours and assignments for ABE teachers, including preparation time, shall be established and assigned by the District from July 1st through June 30th of the relevant contract year. Hours of assignment shall be flexible as assigned by the District. The District will determine specific duties and assignments in accordance with the needs of the program. Work hours and assignments may be modified by the District to meet programmatic needs. Staff may be reassigned as necessary. The teacher's full-time equivalence (FTE) shall be determined by dividing the annual assignment hours by 1,440.

Section 4: Salary Determination:

Subd. 1. Employees under this Article shall be compensated based on the following wage scale:

	Bachelor's	Master's		Bachelor's	Master's
Step	**WAGE**	**WAGE**	**Step**	**WAGE**	**WAGE**
1	$29.87	$33.46	1	$30.76	$34.46
2	$30.87	$34.58	2	$31.79	$35.62
3	$31.88	$35.69	3	$32.83	$36.76
4	$32.87	$36.82	4	$33.86	$37.92
5	$33.87	$37.94	5	$34.89	$39.08
6	$34.89	$39.08	6	$35.94	$40.26
7	$35.89	$40.21	7	$36.97	$41.41
8	$36.90	$41.32	8	$38.01	$42.56
9	$37.90	$42.44	9	$39.03	$43.72
10	$39.02	$43.70	10	$40.19	$45.01

Career Increment added to base hourly wage:

13-16 completed years $1.50 per hour
17-20 completed years $3.00 per hour
21+ completed years $4.50 per hour

Subd. 2. A teacher's employment date must be on or before February 1 of the contract year in order to be eligible for a step increase for the following year.

Subd. 3. Step Placement for Newly Hired Teachers. Upon employment as a teacher in District 77, for purposes of placement on the salary schedule, a teacher shall be given credit for teaching experience outside District 77 for each documented year of teaching up to and including two (2) years. Credit for teaching experience outside District 77 may be granted for each documented year of teaching in excess of two (2), up to and including five (5) years.

Subd. 4. Step Advancement: There shall be step advancement for the 2023-24 and 2024-25 school years for those teachers who qualify under Subd. 2.

Section 5. Paid Leave:

Subd. 1. Sick Leave: ABE employees shall receive an amount of sick leave equal to their FTE x 80 hours per year. The unused portion of the annual sick leave shall accumulate to a maximum of 1440 hours. If a teacher leaves the employ of the District prior to completion of his or her scheduled annual hours, the FTE will be recalculated based on the number of hours worked, and any sick leave used that was not earned will be deducted from the employee's last paycheck.

Subd. 2. Emergency Leave: ABE employees shall be granted an amount of emergency leave equal to their FTE x 40 hours per year, nonaccumulative, in case of absence because of the serious illness or death in the employee's immediate family (parents, brothers, sisters, spouse, children of the employee or his/her spouse).

their FTE x 16 hours per year. Such leave may be used for personal leave as defined and limited in Article XVI. Personal leave may accumulate to a maximum of the employee's FTE x 40 hours.

Subd. 3. At the completion of each school year, at the request of the teacher, any personal leave hours granted at the beginning of the year (as determined in Subd. 3 above) which are not used by the end of that year shall be reimbursed to the teacher at a rate equal to the teacher's hourly rate X .75. Those hours will be deducted from his/her accumulated personal leave.

Section 6. Holiday Pay: All ABE employees shall receive seven (7) paid holidays, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Holiday Pay shall consist of the hours equivalent to an average workday and shall be identified on the time sheet in the appropriate month as such. To be eligible for holiday pay, an employee shall be present and working, or on paid leave, on his/her duty day immediately preceding the holiday and on his/her duty day immediately following the holiday.

Section 7. Work Year Schedules: ABE programming will follow any changes in the school calendar due to emergency conditions determined by the site and agency in which they are located. This can include late starts, early release and cancellations due to weather, damage to facilities or actions required by a state or federal agency. ABE teachers that are scheduled to teach during the hours of these cancellations will still be paid at their hourly rate. Authorization for changes to the scheduled hours for evening and off-site locations will be designated by the program coordinator. Staff will be expected to work any rescheduled classes at the discretion of the program coordinator, which may or may not be in alignment with K-12 rescheduled classes.

Section 8. Health Insurance:

Subd. 1. ABE employees whose assignment within a single program during the fiscal year is at least 1,296 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1.

Subd. 2. ABE employees whose assignment within a single program during the fiscal year is at least 1,080 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1, except that the District's contribution toward the premium shall be equal to seventy-five percent (75%) of the amounts listed in Article X, Section 1.

Subd. 3. ABE employees whose assignment within a single program during the fiscal year is at least 720 hours shall be eligible to participate in the District's health insurance program as defined in Article X, Section 1, except that the District's contribution toward the premium shall be equal to one-half of the amounts listed in Article X, Section 1.

Section 9. Life Insurance: The District shall provide a group life insurance program and shall pay the premium for $50,000 of coverage, with a double indemnity feature, for each ABE teacher with a work year of at least 720 hours and who enrolls in the plan.

Section 10. Long-Term Disability Insurance: The District shall provide a long-term disability program for ABE teachers who work at least 720 hours and who enroll in the plan. Each eligible teacher shall contribute the sum of $1.44 per month toward the cost of the premium through payroll deduction. The

remaining portion of the premium shall be paid by the District. Benefits provided by the long-term disability plan are governed by the terms of the policy, including 2/3 of the employee's regular base salary, excluding any extra compensation, to a maximum of $3,888.89 per month, after a total disability waiting period of 90 calendar days. The waiting period for ABE teachers with less than five years of experience in the District shall be 30 calendar days or the end of accumulated sick leave, whichever is longer.

Section 11. Seniority:

Subd. 1. Seniority shall exist by ABE program categories (e.g., GED, ESL). Seniority in any ABE category shall not constitute seniority in another program or as a regular K-12 teacher.

Subd. 2. For the purposes of this Article, "seniority" shall mean employment for at least 100 days during the school year under continuing contract. Within a category, an employee's seniority date shall be the date on which he or she first began continuous service in that category. In the event that two or more teachers have the same seniority date, the following tiebreakers shall be applied, in the order in which they are listed, until the more senior teacher has been determined.

1. The teacher with the highest degree shall be the most senior.
2. The teacher with the lower file folder number (as assigned by the Professional Educator Licensing and Standards Board of the Minnesota department of Education) shall be the most senior.

Subd. 3. The District shall establish and publish a seniority list. A preliminary list shall be published on or before January 15th of each year. An official list, incorporating any changes resulting from the appeal process set forth in Subd. 4 shall be published on or before March 1st of each year and a copy shall be forwarded to the Association.

Subd. 4. An employee who believes that the preliminary seniority list as published on or before January 15th is not accurate shall submit a written appeal to the Director of Human Resources on or before February 1st. A meeting of the Meet and Confer Committee shall be convened to consider all appeals submitted on or before February 1st. The decision of the Meet and Confer Committee shall be final and shall not be subject to the grievance procedure or to arbitration.

Section 12. Assignment Procedures:

Subd. 1. Initial Assignment: ABE program hours will be assigned each work year at the discretion of the ABE Director and based upon the needs of the program. Seniority, budgetary issues, program needs, and continuity are factors in determining how classes and programs are staffed. Seniority will be a primary consideration in such assignments. Although more hours than the previous work year may be assigned, in no event shall a teacher have a right to be assigned to more hours than he/she had in the previous work year.

Subd. 2. Assignment of Additional Special Project or Program Hours: When new program hours are added to the program, staff may express interest in an additional assignment of hours. Hours will be added to existing staff assignments based upon availability, experience, and licensure of the applicants and the needs of the program. Seniority will be a primary consideration in such assignments provided it will not interfere with the integrity of the program. The District, in its discretion may declare a vacancy as opposed to adding hours to an existing staff member's assignment.

When additional hours become available for special projects, they shall be posted within the department and the staff may express an interest in the additional hours. The hours will be assigned based on the needs of the project. Seniority will be a primary consideration in such assignments insofar as it is practical.

Subd. 3. Elimination of Positions or Reduction of Hours: In the event the District deems it necessary to reduce the number of ABE teachers, or the number of hours in an ABE teacher's assignment, the least senior teacher shall be laid off, or the least senior teacher's hours shall be reduced.

If the least senior ABE teacher has continuing contract status, the School District and the exclusive representative agree that the placement of ABE teachers on unrequested leave of absence, and the recall of ABE teachers from unrequested leave of absence, shall be governed only by the provisions of this Agreement in accordance with M.S. 122A.40, Subd. 10.

Subd 4. Placement of ABE Teachers on ULA: The School District may place on unrequested leave of absence (ULA), without pay or fringe benefits, as many ABE teachers as it deems necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave of absence, the School District shall be governed by the following provisions:

1. ABE teachers who have acquired seniority rights in District 77 shall be placed on unrequested leave of absence in inverse order of seniority.

2. The district will notify the ABE teacher of the ULA by May 1 of the current school year.

3. The District shall not be required to assign a teacher supervisory or other professional, non-instructional duty time to avoid placing the ABE teacher on ULA, nor shall the District be required to assign a ABE teacher to a position designated by the District as a "teacher on special assignment" to avoid placing the ABE teacher on ULA.

Subd 5. Recall of Teachers from ULA: In recalling ABE teachers from unrequested leave of absence, the School District shall be governed by the following provisions:

1. ABE Teachers shall be recalled from unrequested leave of absence to available positions in Adult Basic Education programs for which they are licensed and in which they hold seniority. The most senior ABE teacher so qualified shall be recalled first.

2. No appointment of a new ABE teacher shall be made while there is available, on unrequested leave, an ABE teacher who is properly licensed and qualified as provided in this Article to fill such a vacancy.

3. Notification shall be by certified mail to the last known address of the ABE teacher as recorded in the office of the Director of Administrative Services. In the event an ABE teacher declines the position or fails to notify the School District in writing of the ABE teacher's intentions within thirty (30) calendar days of the date of notification, the ABE teacher shall be removed from the recall list.

4. An ABE teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of ABE teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

5. The unrequested leave of absence shall not impair the continuing contract rights of an ABE teacher or result in the loss of any benefits accrued under the Master Contract while the ABE teacher was employed by the School District.

6. The unrequested leave of absence of an ABE teacher who is not reinstated shall continue for a period of five (5) years from the date the ABE teacher's unrequested leave of absence begins or until the teacher fails to respond within thirty (30) days of the date of notification or until the teacher submits in writing a request to be removed from the recall list, whichever occurs first.

7. In the event of an unrequested leave, ABE teachers refusing re-employment to a position for which they are qualified and at a teaching load which would be no less than the teaching load when placed on unrequested leave shall forfeit all rights and be immediately removed from the unrequested leave status.

Section 13. Duty Day: The ABE teacher duty day shall consist of the following:

Contact Time: Direct instruction of learners.

Program Support Time: Preparation of instructional lessons, room preparation, conferencing with learners, coordination of teaching assignments and/or volunteers, making referrals to assist learners and other activities designed to support instruction. ABE teachers shall be provided with a minimum of 15 minutes of program support time for each hour of contact time.

Section 14. Staff Development:

Subd. 1. For purposes of allocating staff development funds in accordance with M.S. 122A.61, ABE teachers' full-time equivalence (FTE) shall be determined by dividing their annual assignment by 1,440 hours. ABE teachers will be provided time for planning and PLC meetings within staff development funds as recommended by the ABE teachers and approved by the Director.

Subd. 2. Three paid half days (3 hours each) shall be provided to ABE teachers for planning, conferencing, etc. Such days will be scheduled in the annual ABE calendar by the Director.

Subd. 3. Based on available funding over and above those funds allocated under Subd. 1 above, ABE employees may be provided with additional paid staff development time during the school year. The District shall be solely responsible for determining whether such funds are available and the amount of additional paid staff development time to be provided within each program. Its decision shall not be subject to the grievance procedure or to arbitration.

ARTICLE XXVII
TIER 2 TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.182, a Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, M.S. 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 2 teacher within the definition of a teacher for purposes of 122A.40, Subd. 1.

Section 2. Probationary Period: Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as provided in M.S. 122A.182.

Section 3. Layoff: Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on ULA.

Section 4. Compensation: Tier 2 teachers will be compensated as provided for in Article VIII Salary Determination.

ARTICLE XXVIII
TEACHER HEALTH & WELLNESS

Section 1. **Teacher Wellness:** Teachers should not be subjected to physical abuse, verbal abuse, harassment, or intimidation by students or adults. In the case of a physical assault on a teacher by a student, a building administrator will be notified, and they will complete an investigation of the situation. Upon completion of the investigation, the building administrator will make a determination about the appropriate course of action, not limited to student discipline and support measures for staff. The teacher may be granted additional time off, as determined by the building administrator and Director of Administrative Services.

ARTICLE XXIX
GRIEVANCE PROCEDURE

Section 1. **Grievance Definition**: A "grievance" shall mean an allegation by a teacher, resulting in a dispute or disagreement between the parties as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. **Steps:** Within ten (10) working days of occurrence of the alleged violation the grievant shall meet with the principal or his/her designee in an effort to resolve the grievance. Either party may be represented during any step of the grievance procedure by any person or agent designated to act on his/her behalf.

Subd. 1. **Step 1**. If the grievance is not resolved within twenty-two (22) days of the occurrence of the alleged violation, the grievance shall be reduced to writing and signed by the grievant and a representative of the Association and presented to the principal. The principal or his/her designee shall report the grievance to the Superintendent and the School Board. The principal shall within ten (10) working days after receipt of the written grievance meet with the grievant and a representative of the Association in an attempt to resolve the grievance. The principal shall have ten (10) working days after the meeting to reduce his/her answer to writing and present it to the grievant.

Subd. 2. **Step 2**. If the grievance has not been resolved to the satisfaction of the grievant in Step 1, the grievant and a representative of the Association shall have ten (10) working days from the time they received the written answer to appeal the grievance in writing to the Superintendent. The Superintendent or his/her designee will within ten (10) working days after the receipt of the written appeal meet with the grievant and a representative of the Association in an attempt to resolve the grievance. The Superintendent shall have ten (10) working days after the meeting to reduce his/her answer to writing and present it to the grievant.

Subd. 3. **Step 3**. Within five (5) working days of the receipt of the answer, the grievant must present the grievance to the Clerk of the School Board requesting a meeting to discuss the grievance, or the grievance shall be considered resolved. The School Board, or its designee, shall at any next regularly-scheduled meeting, or within fifteen (15) working days thereafter, render a decision on the grievance in writing. At this point, either party may request the Bureau of Mediation Services to review the grievance.

Section 3. **Step 2 Initiation**: If the grievance affects a group of members of the exclusive representative and/or more than one building principal, or if the grievance involves a salary determination, the grievant and a representative of the Association shall have ten (10) working days from the occurrence of the alleged violation to submit a written grievance to the Superintendent. Upon receipt of such a grievance, the Superintendent shall proceed in accordance with the language of Subd. 2 and in the same manner as if the grievance had been received on appeal from Step 1.

Section 4. **Definitions and Interpretations:**

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

Subd. 2. **Days**: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

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

Subd. 4. **Filing and Postmark**: The filing or service of any notice or document herein shall be timely if it is personally served if it bears a certified postmark of the United States Postal Service or is sent electronically within the time period.

Subd. 5. **Time Limits**: Failure on the part of the grievant to file or appeal any grievance within the time limits provided in this Article shall be deemed a waiver thereof. 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. Nothing in this subdivision shall relieve the School District of the obligation to provide a written response at each level of the grievance procedure.

Section 5. **Arbitration Procedures**: In the event that the parties have been unable to resolve the grievance, it may be submitted to arbitration as follows, provided written notice of intent to arbitrate is received in the office of the Superintendent no later than ten (10) working days after the receipt of the School District answer in Section 2, Subd. 3, Step 3.

Subd. 1. **Selection of Arbitrator**: The parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may within ten (10) working days request the Bureau of Mediation Services to supply them with a panel of arbitrators. The arbitrator shall be selected by the strike-off method as provided by P.E.L.R.A.

Subd. 2. **Hearing**: The grievance shall be heard by a single arbitrator and either party may be represented by such person or persons as it may designate.

Subd. 3. **Decision**: Decisions by the arbitrator shall be final and binding upon the parties as defined by law.

Subd. 4. **Expenses**: 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. The parties shall share equally the fees and

expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 5. **Jurisdiction**: The arbitrator's decision shall be restricted to the provisions of this Agreement and he/she shall not add to, delete, or modify the Agreement in any way.

Section 6. **Time Limits**: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

ARTICLE XXX
PUBLICATION OF THE AGREEMENT

Section 1. **Copies of Agreement**: Copies of this Agreement, titled "Master Agreement Between the Board of Education, Independent School District No. 77 and the Mankato Teachers' Association," shall be printed at the expense of the School District within thirty (30) days after the Agreement is signed, and a copy shall be presented to every teacher now employed, and hereafter employed. Further, the School District shall furnish twenty-five (25) copies of the Master Agreement to the Association for its use. An official initialed copy shall be kept on file by the Association, the School Board, and administration.

ARTICLE XXXI
DURATION

Section 1. **Terms and Reopening Negotiations**: This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter as provided by P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing July 1, 2023, it shall give written notice of such intent no later than March 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. **Effect of Agreement**: This Agreement shall supersede any rules, regulations, or practices concerning terms and conditions of employment which shall be contrary to or inconsistent with its terms.

Section 3. **Finality**: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, unless otherwise mutually agreed.

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

MANKATO TEACHERS' ASSOCIATION	SCHOOL BOARD IND. SCHOOL DISTRICT NO. 77
_____ President	_____ Chair
_____ Negotiations Chair	_____ Clerk
Dated: _____, 2023.	Dated: _____, 2023.

APPENDICES

The following appendices to this Master Agreement are part of the said Agreement and subject to all of its provisions. Letters of Agreement are not a part of the Agreement and are provided for informational purposes only.

1. Appendix A Salary Schedule for 2023-24
   Appendix B Salary Schedule for 2023-25
   Appendix C Leadership Stipends
   Appendix D Grievance Complaint Form
   Appendix E Document Removal Request Form

2. Appendix D provides for the stipend to be paid for activities that are scheduled by the School District. The School District reserves the determination as to whether or not to schedule any given activity, dependent upon enrollment, budget and program determinations.

3. The stipends provided in Appendix D are predicated upon existing scope of activity. In the event that there is a change in the scope of activity, the stipend shall be adjusted upward or downward proportionately.

Appendix A

2023-24 Salary Schedule

Step	B	B+15	B+30	M	M+30	M+45	Spec	PhD
1	$48,147	$49,346	$50,320	$52,340	$53,887	$55,091	$56,044	$58,569
2	$49,462	$50,832	$52,023	$54,324	$56,048	$57,282	$58,205	$60,728
3	$50,898	$52,317	$53,741	$56,400	$58,244	$59,512	$60,469	$62,997
4	$52,335	$53,826	$55,468	$58,554	$60,439	$61,775	$62,861	$65,386
5	$53,773	$55,443	$57,362	$60,706	$62,644	$64,081	$65,253	$67,779
6	$55,324	$57,166	$59,323	$62,979	$65,062	$66,518	$67,643	$70,173
7	$56,921	$58,910	$61,305	$65,374	$67,528	$68,956	$70,159	$72,681
8	$58,554	$60,948	$63,333	$67,759	$70,159	$71,588	$72,785	$75,311
9	$60,469	$63,099	$65,732	$70,159	$72,785	$74,228	$75,663	$78,185
10	$65,260	$68,594	$71,822	$76,923	$80,028	$81,761	$83,003	$85,997

This salary schedule shall be in effect for the 2023-24 school year. This schedule is part of the Master Agreement and can be changed or amended only on agreement between the School Board and the Association when necessary for the best interests of the public schools of the School District.

Base Salary + Career Increment

Based on Article VIII, Section 5, the following table represents the result obtained by adding the career increment to Step 10 of each lane. It is intended for illustrative purposes only and is not part of the salary schedule.

Career Increment Years At The End Of The 2022-23 School Year	**B**	**B+15**	**B+30**	**M**	**M+30**	**M+45**	**SPEC**	**DOCT**
At least 13 but less than 17	$66,660	$69,994	$73,222	$78,323	$81,428	$83,161	$84,403	$87,397
At least 17 but less than 21	$67,160	$70,494	$73,722	$78,823	$81,928	$83,661	$84,903	$87,897
At least 21 but less than 25	$67,660	$70,994	$74,222	$79,323	$82,428	$84,161	$85,403	$88,397
At least 25 but less than 30	$68,160	$71,494	$74,722	$79,823	$82,928	$84,661	$85,903	$88,897
At Least 30	$68,660	$71,994	$75,222	$80,323	$83,428	$85,161	$86,403	$89,397

Appendix B

2024-25 Salary Schedule

Step	B	B+15	B+30	M	M+30	M+45	Spec	PhD
1	$49,591	$50,826	$51,830	$53,910	$55,504	$56,744	$57,725	$60,326
2	$50,946	$52,357	$53,584	$55,954	$57,729	$59,000	$59,951	$62,550
3	$52,425	$53,887	$55,353	$58,092	$59,991	$61,297	$62,283	$64,887
4	$53,905	$55,441	$57,132	$60,311	$62,252	$63,628	$64,747	$67,348
5	$55,386	$57,106	$59,083	$62,527	$64,523	$66,003	$67,211	$69,812
6	$56,984	$58,881	$61,103	$64,868	$67,014	$68,514	$69,672	$72,278
7	$58,629	$60,677	$63,144	$67,335	$69,554	$71,025	$72,264	$74,861
8	$60,311	$62,776	$65,233	$69,792	$72,264	$73,736	$74,969	$77,570
9	$62,283	$64,992	$67,704	$72,264	$74,969	$76,455	$77,933	$80,531
10	$67,218	$70,652	$73,977	$79,231	$82,429	$84,214	$85,493	$88,577

This salary schedule shall be in effect for the 2024-25 school year. This schedule is part of the Master Agreement and can be changed or amended only on agreement between the School Board and the Association when necessary for the best interests of the public schools of the School District.

Base Salary + Career Increment

Based on Article VIII, Section 5, the following table represents the result obtained by adding the career increment to Step 10 of each lane. It is intended for illustrative purposes only and is not part of the salary schedule.

Career Increment Years At The End Of The 2023-24 School Year	B	B+15	B+30	M	M+30	M+45	SPEC	DOCT
At least 13 but less than 17	$68,618	$72,052	$75,377	$80,631	$83,829	$85,614	$86,893	$89,977
At least 17 but less than 21	$69,118	$72,552	$75,877	$81,131	$84,329	$86,114	$87,393	$90,477
At least 21 but less than 25	$69,618	$73,052	$76,377	$81,631	$84,829	$86,614	$87,893	$90,977
At least 25 but less than 30	$70,118	$73,552	$76,877	$82,131	$85,329	$87,114	$88,393	$91,477
At Least 30	$70,618	$74,052	$77,377	$82,631	$85,829	$87,614	$88,893	$91,977

Appendix C

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Leadership Stipends
2023-24

Department Chairperson	$1,418.00
Elementary Grade Level Leader	$1,418.00
District Elementary Leadership Team Representative	$1,418.00
K-12 Articulation Committee Chairperson	$ 750.00
Middle School Team Leader	$ 600.00
Special Education Building Mentor	$ 600.00

Appendix D

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Grievance Complaint Form

To the Grievant:

Before any grievance form is submitted, the grievant must proceed in accordance with Article XXIX, Section 2 of the Master Agreement, as quoted below:

> ***Within ten (10) working days of occurrence of the alleged violation the grievant shall meet with the principal or his/her designee in an effort to resolve the grievance. Either party may be represented during any step of the grievance procedure by any person or agent designated to act in his/her behalf.***

If the complaint is not resolved, the grievant shall then proceed in accordance with Subdivision 1, Step 1, as quoted below:

> ***If the grievance is not resolved within twenty-two (22) days of the occurrence of the alleged violation, the grievance shall be reduced to writing and signed by the grievant and a representative of the Association and presented to the principal. The principal or his/her designee shall report the grievance to the Superintendent and the School Board. The principal shall within ten (10) working days after receipt of the written grievance meet with the grievant and a representative of the Association in an attempt to resolve the grievance. The principal shall have ten (10) working days after the meeting to reduce his/her answer to writing and present it to the grievant.***

Complete this form in triplicate. Keep one copy for your file and submit two copies to the principal, one of which will be forwarded to the office of the Superintendent. Secure copies of the form from the principal.

_____	_____
Signature of Aggrieved Person	Date of Formal Presentation
_____	_____
Home Address of Aggrieved Person	Home Telephone
_____	_____
School	Principal
_____	_____
Signature of Association President or Representative	Subject Area or Grade

STATEMENT OF GRIEVANCE: _____

_____

_____

_____

_____

_____

Appendix F

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Document Removal Request Form

I hereby request that the attached document(s) be removed from my personnel file. I understand that the District is not obligated to grant this request, and that its refusal to grant this request is not subject to Article XXIX (Grievance Procedure) of the Master Agreement between the District and the Mankato Teachers' Association. I further understand that by submitting this request I am not giving up my right to seek other remedies that may be available under the Master Agreement between the District and the Mankato Teachers' Association or under state and federal statutes.

Please explain your reasons for requesting that the document(s) be removed.

_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature of Requester **Date of Request**

FOR OFFICE USE ONLY

_____ Your request to remove the attached document(s) has been granted.

_____ Your request to remove the attached document(s) has been denied.

_____ _____
Director of Human Resources **Date**

LETTER OF AGREEMENT

Professional Learning Communities

This letter of agreement is entered into between Independent School District No. 77 (the "District") and Mankato Teachers' Association (the "Association") regarding the implementation of Professional Learning Communities (PLCs) at school sites. The District and the Association agree as follows:

Professional Learning Communities, involving all teachers in Collaborative Teams, will meet as scheduled on the approval of School Calendar. Professional Learning Community (PLC) meeting times and other operating details will include:

- Nine monthly two-hour sessions beginning in September and ending in May.
- On shortened student attendance days, the school day would be adjusted at each school site to include a full day schedule (reduce minutes for each subject or period) on these days.
- Teachers will be paid on their May 31 payroll check: a flat rate of $35.00 to compensate for lost prep time paid out of District staff development funds.
- If members of Collaborative Teams wish to have additional team meetings, they could be approved by the school site using site Staff Development funds following the guidelines outlined below. Meeting times and dates will be determined by each Collaborative Team.
    1. During the normal school hours by using site Staff Development dollars, if determined by the Team, to hire substitute teachers. If a Team meeting is scheduled during a teacher's preparation time, the teacher shall be compensated at the teacher's contract rate of pay from site Staff Development dollars.
    2. Before or after the teacher duty day for up to one hour at the teacher's contract rate of pay using site Staff Development dollars, provided such time exceeds 15 minutes.

IN WITNESS THEREOF, the parties have executed this Letter of Agreement as follows:

MANKATO TEACHERS' ASSOCIATION	SCHOOL BOARD Independent School District No. 77
_____	_____
President	Chair
_____	_____
Chief Negotiator	Clerk
Dated: _____	Dated:_____

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

LETTER OF AGREEMENT
Rehiring Retired Teachers

This letter of agreement is entered into between Independent School District No. 77 and the Mankato Teachers Association relating to the rehiring of retired teachers. The parties agree to the following provisions:

Section 1. Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the School District shall be a minimum of one (1) year of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline a previously retired teacher.

Section 3. Seniority Date: The seniority date for all rehired retired teachers will be the most recent employment date.

Section 4. Compensation: District 77 retired teachers who are rehired by the School District shall be compensated based on their placement on the salary schedule at the time of their retirement excluding career increments. Retired teachers from other school districts who are hired by District 77 shall be placed on the salary schedule based on education level and experience. Step placement shall be in accordance with Article VIII, Section 4.

Section 5. Leave Benefits: Retired teachers who are hired/rehired by the School District shall be provided with leave benefits as listed in Section 9 below.

Section 6. Health and Dental Insurance Benefits:

a. Retired teachers who are hired/rehired by the School District and who are receiving retiree health and/or dental insurance benefits shall not qualify for such benefits under Article X, Sections 1 and 3.

b. Retired teachers who are hired/rehired by the School District who are not receiving retiree health and/or dental insurance benefits, and who are eligible, shall qualify for such benefits under Article X, Sections 1 and 3.

Section 7. Life Insurance and Long-Term Disability Insurance: Retired teachers who are hired/rehired by the School District, and who are eligible, shall qualify for life insurance and long-term disability insurance benefits under Article X, Sections 2 and 4.

Section 8. Applicable Sections of the Master Agreement: Retired teachers who are hired/rehired by the School District shall be covered by the following articles of the Master Agreement:

Article I, Recognition of Representation
Article II, Procedure
Article III, Teacher Association Rights
Article IV, School Board Rights
Article VI, Teacher Assignments and Qualifications
Article VII, Teacher Facilities
Article VIII, Salary Determination (except as provided in Section 5 above)
Article IX, Other Compensation
Article X, Group Insurance (except as provided in Section 7a above)
Article XI, Mileage
Article XII, Sick Leave
Article XIII, Emergency Leave
Article XIV, Child Care Leave
Article XVI, Personal Leave
Article XVIII, Substitutes
Article XXII, Unrequested Leave of Absence
Article XXIII, Full-time Seniority
Article XXIV, Part-time Seniority
Article XXV, ECFE Teachers
Article XXVI, ABE Teachers
Article XXIX, Grievance Procedure
Article XXX, Publication of the Agreement
Article XXXI, Duration

Section 9. Sections of the Master Agreement not Applicable: Retired teachers who are hired/rehired by the School District shall not be eligible for the following articles of the Master Agreement:

Article V, Hours of Service
Article XV, Sabbatical Leave
Article XIX, Health Reimbursement Account
Article XX, Severance Pay
Article XXI, Tax Deferred Matching Contributions Plan 403(b)

Section 10. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique nature of and relationship between the School District and retired teachers who are hired/rehired, the teachers' hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

IN WITNESS THEREOF, the parties have executed this Letter of Agreement as follows:

Mankato Teachers Association	Independent School District No. 77
_____	_____
President	School Board Chairperson
_____	_____
Chief Negotiator	School Board Clerk
Dated: _____	Dated: _____

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

LETTER OF AGREEMENT

Compensation from Outside Funding

This Letter of Agreement is entered into between Independent School District No. 77 (the "District"), and the Mankato Teachers Association (the "Association").

The parties agree to allow individual teachers to receive compensation that is outside of negotiated compensation in the Master Agreement between the District and the Association when such compensation is provided through a grant or other outside funding (e.g., compensation from universities for supervising student teachers).

IN WITNESS THEREOF, the parties have executed this Letter of Agreement as follows:

Mankato Teachers Association	Independent School District No. 77
_____	_____
President	School Board Chair
_____	_____
Chief Negotiator	School Board Clerk
Dated: _____	Dated: _____

Memorandum of Understanding

Teachers on Special Assignment

This Memorandum of Understanding is entered into between Independent School District No. 77 and the Mankato Teachers' Association relating to the positions of Teachers On Special Assignment.

The parties agree to the following provisions:

Section 1.

Whereas, the exclusive representative and the school district acknowledge that the positions of Mentors, Mentor Coaches, Secondary CICs, Dean of Students, and Reading Teacher are currently in the bargaining unit, and are held by unit employees and

Whereas, the exclusive representative and the school district acknowledge that the district is best served by keeping the current employees in the TOSA positions and

Whereas, the exclusive representative and the school district acknowledge that the students and staff of the district are best served with the current staff filling these positions

Be it resolved that individuals holding the positions of Mentors, Mentor Coaches, Secondary CICs, Dean of Students, and Reading Teachers are to remain on the salary schedule and the seniority list and shall move forward on these as if they were in the classroom. They shall retain all rights and benefits offered to them through the contract and the Union. They shall retain the right to remain members of Mankato Teachers' Association. In addition, they retain the right to move back into the regular classroom and though these employees may be laid off by more senior teachers in their licensure area, they may not be realigned out of their positions.

Section 2. Duration of Leave: The TOSA positions will be for the duration of their respective appointed or elected duration, consistent with the term of office for Dean of Student assignment, Mentor Coach assignment, Secondary CIC assignment, and Reading Teacher assignment.

Section 3: Length of Agreement: This agreement shall be in effect for a two-year period starting July 1, 2023 and ending on June 30, 2025. It may be renewed upon mutual agreement by the District and Association.

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding as follows:

Mankato Teachers' Association	Independent School District No. 77
_____	_____
President	School Board Clerk
_____	_____
Chief Negotiator	School Board Chairperson
Dated: _____	Dated: _____

Mankato Area Public Schools

Special Education Teacher Compensation Guidelines
July 1, 2015

Note: These Guidelines shall be presented to and reviewed with each special education teacher at the start of each school year. This shall be done at the fall special education meeting by the Special Education Director and MTA President or their designees.

Section 1. Prep Time and Duty-Free Lunch:

The master agreement between the Mankato Teachers Association and the School District is very clear in that all teachers are entitled to a prep period and a duty-free lunch. It is the responsibility of the teacher to take advantage of this scheduled time. If the teacher is having difficulty scheduling time for lunch/prep, the teacher shall meet with the building administrator to seek resolution. If the building administrator determines that the teacher is required to remain with students during prep time on a daily basis, he/she may consult with the Director of Special Education about the possibility of providing "overload" compensation for that teacher. In those instances, where an overload adjustment to the contract is not deemed appropriate, but there are circumstances on less than a daily basis that require the teacher to be available to address the needs of students, the teacher may request to be compensated for the lost prep or lunch time in accordance with the procedures below. Approval by the building or program administrator is required.

Prep Time and Duty-Free Lunch Loss Compensation Procedure:
When a teacher is unable to avail themselves of their entitled prep or duty-free lunch time due to a need to provide services and or supervision of student/s the teacher may request compensation for that lost time based on their contracted salary. School buildings are encouraged to have a plan in place so the special education teacher is not interrupted during their prep/lunch, unless it is an emergency.

1. The teacher must, except in the case of an emergency**, seek prior approval from the administrator. The administrator will inform other building staff who is to be contacted first to address student issues when the teacher is unavailable (prep/lunch). For a consistent pattern of emergencies: See #4. **Examples of an emergency, include: student in crisis, student in need of behavioral processing following a crisis, parent/staff crisis.
2. The teacher completes an appropriate time sheet and submits it to the administrator for their signature.
3. The administrator maintains the right to direct the teacher to avail themselves of the prep time. Should the teacher choose to not do so, they would not be entitled to the additional compensation.
4. In the case of a consistent pattern of lost prep or duty-free lunch time, the teacher should request assistance from the building administrator, the Director of Special Education, the Director of Human Resources and/or the Assistant Director of Special Education to problem-solve possible solutions, including, but not limited to an adjustment to the teacher's contract.

Section 2. Due Process Responsibilities Time:

Subd. 1. All special education staff members including, but not limited to, teachers, occupational therapists, physical therapists, speech and hearing teachers, Early Childhood Special Education teachers, school social workers, assessment coordinators, DAPE and school psychologists teachers shall be provided with an amount of uninterrupted due process responsibility time for a minimum of 120 minutes each week. This time is to be used to complete due process responsibilities legally required in conjunction with their student caseloads. Due process

responsibilities time shall be used to meet district, state and federal special education reporting requirements, which are not related to daily instructional preparation. This shall be in addition to the normal daily preparation time provided to all teachers. Teachers shall not be required to supervise students or plan for instructional activities during this time period. If a staff member is unable to schedule this time in his/her schedule, district administration may assist in facilitating such scheduling. If this is not manageable, district administration will consider the use of hiring additional staff, scheduling substitutes or providing additional compensation for the loss of due process responsibilities time.

Subd. 2. Each secondary special education classroom teacher shall be provided with an amount of uninterrupted due process responsibility time that is in lieu of the required supervision period for all secondary classroom teachers. This shall not be less than forty-eight (48) minutes each day.

Special education staff may request a substitute teacher to provide classroom coverage in order to allow themselves additional time to complete due process responsibilities. Arrangements to use such time must be made in advance with the building or program administrator. Additional time may be requested according to the following procedure:

Section 3. Due Process Responsibilities Time Substitute Request Procedure:

The teacher must seek prior approval from the building or program administrator. The teacher should expect to be able to provide the administrator/s with the rationale for the request.

Section 4. Special Education Due Process Meetings: Before/After School:

It is understood that the current practice within the school district is to schedule special education meetings, including assessment determination, IEP, manifestation determination meetings, either before or after the student's school day. This has facilitated participation by regular education teachers and minimized the loss of direct student contact time. It has also been considered more convenient for parents. In the case of meetings that have been scheduled to occur before or after the start or end of the teacher's (typically at the request of the parent), compensation has been offered, but not necessarily on a consistent basis. While it is expected that every effort will be made to complete such meetings in a timely manner, it is also understood that in some instances all or portion of the meeting will occur outside of the teacher work day. In that case, the teacher, who is required to be in attendance (including regular education teachers), may request to be compensated for the additional time.

Special Education Due Process Meetings: Before/After School Compensation Procedure:

1. Every reasonable effort should be made to schedule and complete such meetings so that they do not start before or extend beyond the teacher work-day. Consideration should be given to scheduling such meetings during the school day, including the use of teacher substitutes. The administrator should be advised, in advance, of the likelihood of a meeting resulting in a request for additional compensation.
2. The teacher/s should submit a time sheet to the building administrator for their approval reflecting the amount of time, outside of the teacher work-day, that they were required to be in attendance.
3. Compensation will be provided in increments of no less than 15 minutes.

Section 5. Caseload Guidelines

"Workload" is defined as in Minnesota Rule 3525.0210 Definitions, subpart 49: "the total number of minutes required for all due process responsibilities including direct and indirect services, evaluation and reevaluation time, IEPs managed, travel time, parental contact, and other services required in the IEPs." In recognition of due process responsibilities and instructional obligations that different students require, special education staff shall have caseloads that align with MN Rule 3525.2340 Caseloads.