

MASTER AGREEMENT

Between

THE WILLMAR PUBLIC SCHOOLS
(Independent School District 347)
Willmar, MN

And

EDUCATION MINNESOTA - WILLMAR LOCAL #1209
(The Exclusive Representative)
Willmar, MN

2021-2022 & 2022-2023

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AGREEMENT

Independent School District No. 347 of Willmar, Minnesota, hereinafter referred to as the "School District," and Education Minnesota-Willmar Local #1209, hereinafter referred to as the "Exclusive Representative" or "Education Minnesota Local #1209," "pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA," agree to be bound by the following terms and provisions covering compensation and working conditions.

ARTICLE I - PURPOSE

It is the desire of the parties hereto to facilitate the peaceful adjustment of differences and to promote harmony and efficiency to the end that the teachers, Education Minnesota-Willmar Local #1209, the School District, the students, and the general public may be mutually benefited by this agreement.

ARTICLE II - RECOGNITION

The School District recognizes Education Minnesota-Willmar Local #1209 as the Exclusive Representative for all teachers employed by Independent School District No. 347 excluding, however; supervisors, principals, confidential employees, non-certified employees, office employees, and such other employees excluded by law, all as defined by the PELRA, and consistent with the definition of the bargaining unit as determined by the Minnesota Bureau of Mediation Services in Case #72-PR-131-A.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment. Terms and conditions of employment, shall mean the hours of employment, the compensation therefore and the economic aspects relating to employment, but does not mean the educational policies of the School District.

Section 2. Teacher. The term, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be certified by the State of Minnesota, including Title I instructional staff, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, emergency employees, and such other employees excluded by law. Coordinators, social workers, school psychologists, occupational therapists, speech clinicians, school nurses, and counselors will be classified as teachers in this Agreement.

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

Section 4. Meet and Negotiate. Meet and negotiate means the performance of mutual obligations of the School District and Exclusive Representative to meet at reasonable times, including, when possible, meeting in advance of the budget-making process with good faith intent of entering into an Agreement with respect to terms and conditions of employment as, provided by law; provided that by such obligation, neither party is compelled to agree to a proposal or required to make a concession.

Section 5. Meet and Confer. Meet and confer means the exchange of views and concerns between the School District and the Exclusive Representative.

Section 6. Daily and Hourly Rate of Pay. For full-time teachers, the daily rate for purposes of calculating deductions shall be determined by dividing the basic annual salary by the number of contractual days in the school year. The hourly rate shall be the teacher's annual salary divided by their contracted days divided by their contracted hours per day.

Section 7. Other Terms. Terms not specifically defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 1. The Exclusive Representative and the School District hereby recognize all rights set forth in M.S.179A.07, *Subdivision 1* of PELRA. The School District cites the following rights for emphasis in this Agreement, but this citing should in no way be construed to limit other rights of the School District provided by law or inherent to management, which rights are expressly reserved to the District:

1. The School District shall not be 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 function and

- programs of the employer, its overall budget, utilization of technology, the organizational structure, and selections and direction and number of personnel.
2. The School District reserves the right to classify and set job specifications for positions in the School District.

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 students of the School District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching assignment as prescribed by the School District and the non-teaching services as mutually agreed on between the School District and the teacher. The laws of the State of Minnesota shall govern the rendering of all such services.

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 terms of this Agreement.

It is also recognized that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of the state and federal governmental agencies. Any provisions of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

Section 5. Right to hold School on Legal Holidays. The School District has the right to hold school on Martin Luther King, Jr. Day, President's Day, Columbus Day, and Veteran's Day as determined by the school calendar for each school year.

Section 6. Distribution of Staff Development Money. Distribution of Staff Development money shall follow Minnesota Statute 122A.60.

ARTICLE V – TEACHER RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not intended to and does not interfere with the full and faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

Section 3. Dues Check Off. Teachers have the right to request and be allowed dues check off for the Exclusive Representative. In the absence of an exclusive representative, teachers have the right to request and be allowed dues check off for the organization of their choice.

Section 4. Transaction of Organization Business. The Exclusive Representative of the teacher organization and its respective affiliate shall be permitted to transact its official business on School District property at all times and shall have the right to use School District equipment as mutually agreed upon between the organization and School District when such equipment and/or activities shall not interfere with or interrupt normal School District operations. The teacher organization shall be responsible for all equipment used and shall pay for the cost of all materials and supplies incident to its use.

Section 5. Information. The School District agrees to furnish or make available to the organization, within a reasonable time limit, available information to which the organization is entitled under the law.

Section 6. Personnel Files. A teacher's personnel file shall contain only materials that are related to his/her employment, and shall be maintained in accordance with M.S. 122A.40.

All evaluations and all files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her written request. The teacher shall have the

right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any materials contained therein. Each teacher shall be furnished with a copy of all evaluations and disciplinary entries in the teacher's personnel file. However, the School District may destroy such files as provided by law.

Section 7. Teacher Discipline. Teachers may only be disciplined for just cause.

Subdivision 1. Discipline may include the following:

- A. Verbal reprimands
- B. Written reprimands
- C. Suspension with pay
- D. Suspension without pay
- E. Discharge in accordance with M.S. 122A.40

Subdivision 2. A teacher shall be entitled to have a representative of Education Minnesota-Willmar #1209 present at any disciplinary meeting or may request representation during a meeting, if not initially requested. If such a request is made, the meeting will adjourn until the teacher has representation.

Subdivision 3. If the School District has reason to give a teacher a verbal reprimand, when practicable, it shall be done in such a manner that will not embarrass the teacher before other employees, students, or the public.

ARTICLE VI - SALARIES

Section 1. Salary Schedule. The annual salaries, which are determined on the basis of length of service and the amount of education required, are set forth in Appendix A of this Agreement.

Section 2. Initial Placement on Salary Schedule. Credit for experience outside the School District shall be as agreed upon between the teacher and the School District.

Section 3. Retroactive Pay. Retroactive pay will be received by all teachers of the bargaining unit who work under an expired contract except:

- 1. Those terminated under MN Statute 122A.40 Subdivision 9 or Subdivision 13.
- 2. Those who voluntarily terminated their employment for reasons other than retirement.

Section 4. Extra Services. Any teacher rendering services under this Agreement who is employed for more than the standard school year as set forth in Article VI, Section 1. shall receive additional compensation at the regular rate of pay for the additional time worked. However, services performed in connection with extra-curricular activities, summer school, curriculum development and driver training are excluded here from.

Section 5. Status of the Salary Schedule. The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into subsequent to the termination of this Agreement, a teacher shall be compensated according to the last Master Agreement until such time that a successor Agreement is executed. Upon full ratification of the successor Agreement, changes in compensation will be effective July 1 of the first year of the successor agreement year unless a different effective date is negotiated and agreed to during bargaining. Should a different date be agreed to, compensation will be prorated effective the agreed upon date. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds.

Section 6. Salary Schedule Lane Change. The following rules shall be applicable in determining lane change of a teacher on the appropriate salary schedule:

Subdivision 1. Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment or to an approved program as determined by the School District or its designee. A teacher shall be paid on the Bachelors and Bachelors plus, Masters and Masters plus lanes if the degree program is germane to the teaching assignment or approved by the School District or its designee and the Superintendent or his/her designee approves the degree program in writing.

Subdivision 2. All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent or his/her designee in writing prior to the taking of the course. In the event that the Superintendent or his/her designee does not approve the credits for application on the salary schedule, the matter may be referred to a committee consisting of the Superintendent, the teacher's immediate supervisor, and a teacher in the teacher's building for consideration. If a college or university approves a teacher's graduate program, individual courses within that program are automatically approved for credit on the salary schedule.

Subdivision 3. To apply on the salary schedule, all credits must carry an average grade equivalent of B or higher. The mark of "S" or "P" is level "B," unless converted to another letter by the appropriate instructor. Credit will be given for undergraduate credits which are in the teacher's major field of

concentration and which have been approved in advance of actual enrollment by the Superintendent or his/her designee.

Subdivision 4. To apply on the salary schedule, all credits beyond the Masters lane must be taken after the Masters Degree Program has been completed and the Masters Degree has been awarded.

Subdivision 5. Individual contracts will be modified to reflect lane changes twice per year provided a transcript of qualified credits is submitted to the Superintendent's office no later than November 1 and January 15 of each school year. Applications submitted by January 15 shall be non-retroactive. Applications submitted with credits completed and verified by November 1 will be paid retroactively to the course completion date or the beginning of the school year, whichever is later. Credits or verification submitted by transcript after November 1 shall not be considered until the following January 15. Credits or verification submitted after January 15 shall not be considered until the following November 1.

Subdivision 6. The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subdivision 7. Lane changes submitted for January 15 approval will result in the yearly salary being composed of 50% of the original lane and 50% of the new lane placement.

Section 7. Salary Payment Option.

Subdivision 1. Full and part time teachers shall be given the option of choosing to receive their salary in one of the following methods:

In 24 equal payments (12 months) over the calendar year. (24 payments of 1/24)

In 19 payments (1/24 of annual salary and on June 15 a lump sum of 6/24)

Subdivision 2. Teachers must select a payment option prior to the start of their contract year. The annual payment option selected shall remain in effect from year to year or until the teacher informs the employer of the desire to change payment options for a subsequent year. In no event shall the payment option of the teacher be changed after the start of the first day of the teacher's work year.

Subdivision 3. In the event a teacher fails to inform the school district of his/her desired payment option prior to the start of the teacher's contract year, the teacher shall be paid in 24 equal payments (12 months) over the calendar year.

Subdivision 4. Teachers will make their selection on salary payment by June 30 of the previous contract year. New teachers will make their selection before their first day of employment.

Section 8. Compensation Rate for Greater Load. Teachers who teach an additional class in exchange for their prep time on a regularly scheduled basis will be paid using the following formula:

A teacher will be paid for each student contact day of the overload as well as a prorated amount of non-student contact days at the overload rate. Overload pay will be adjusted for snow days. (If snow days occur, student contact days are reduced. If snow days are made up, student contact days are increased.) The rate of overload pay for teaching an additional class in exchange for prep time is 34% at the Senior High (on a 4 block schedule), 34% at the Middle School (on a 4 period schedule), 25% at the Middle School (on a 5 period schedule), and 17% at the Elementary. (Note: The formula for these percentages is one divided by one less than the total number of periods in a teacher's schedule – rounded to the next highest whole number. The 2017-18 school year reflects 4 periods at the SH, 5 or 4 blocks (rotating schedule) at the MS, and 7 periods at the Elementary.)

The following is an illustration of this language. Example: SH teacher (173 total student contact days, 9 non-student contact days) is fulfilling an overload for the second semester (88 student contact days) and has an annual salary of \$60,000. Therefore:

1. $\$60,000 / 182 \text{ teacher contract days} = \329.67 per day
2. $\$329.67 \times 34\% = \$112.09 \text{ per day overload pay}$
3. $88 \text{ overload student contact days} / 173 \text{ total student contact days} = 51\%$
4. $51\% \text{ of } 9 \text{ non-student contact days} = 4.58 \text{ days}$
 $4.58 \text{ non-student contact days} + 88 \text{ student contact days} = 92.58 \text{ total overload contract days}$
5. $92.58 \times \$112.09 \text{ per day} = \$10,376.88 \text{ in overload pay}$
6. (Note: The agreed upon spreadsheet of calculations can be referenced for formula clarification.)

ARTICLE VII - EXTRA COMPENSATION

Section 1. Special Services. Compensation for services rendered in connection with extra-curricular activities and several miscellaneous categories are found in Appendix B and Appendix C.

Section 2. Itinerant Staff. Pre-approved mileage for teachers shall be reimbursed at the IRS rate per mile when teachers are required to use their own vehicle:

A. In the performance of their duties as a teacher or advisor of extra-curricular activities

B. A lump sum payment may be paid for travel between schools when assigned to more than one school per day. Teachers shall not be reimbursed for any travel from their home to their base school or for return to their home. Teachers will have the choice of a stipend (paid on December 15 and June 15) or monthly mileage reimbursement at the IRS rate. A teacher's choice needs to be made prior to October 1. If it is a new assignment, the choice needs to be made within two (2) weeks.

Section 3. Additional Compensation. Starting in the 2022-2023 school year, teachers who have not used any personal leave during the school year will receive \$750.00 in their active VEBA or HSA until the IRS limit has been reached. Remaining funds will be placed into their 403(b) account.

Section 4. ASHA or other Qualifying Licensure that provides 3rd Party Billing.

Teachers who maintain ASHA Licensure, or other licensure, which qualifies them to do a third party billing in which the district receives third party reimbursement, will be reimbursed the actual cost of the license provided that cost is not reimbursed from another source outside of the school district.

ARTICLE VIII - GROUP INSURANCE

Section 1. Insurance. The School District agrees to maintain during the term of this Agreement insurance policies providing the following benefits for teachers:

Subdivision 1. Hospitalization. The School District will place the hospital and surgical coverage with a responsible carrier. The policy will provide major medical coverage for all teachers and their eligible dependents.

Subdivision 2. Health Insurance. School District contribution amounts to the combination VEBA or H.S.A. coordinated health insurance plan are described in Section 3, *Subdivisions 1 and 2* of this Article. Any additional cost shall be borne by the teacher and paid by payroll deductions. When both legal spouses are employed as full-time teachers and desire family coverage (as opposed to single coverage for each), the full amount of the single premium for one teacher (of the legal spouse combination) shall be added to the amount the School District is paying toward the premium for couples or family coverage. Teachers employed on a half-time basis or more are eligible for health and hospitalization insurance, and the VEBA or H.S.A. health reimbursement account on a pro-rated basis. Coverage for medical insurance may continue after retirement or while on leave of absence if the teacher so chooses and the insurance carrier approves.

Subdivision 3. Long Term Disability Insurance covering loss of time due to accident or illness will also be provided by the District at the employee's expense. The benefit will be equal to 66 2/3% of the teacher's total salary after a qualifying period of 90 calendar days. Compensable loss will be reduced by payments under Workers' Compensation, Social Security, or any other disability income plan or retirement program. Coverage for income disability ceases when a teacher retires or goes on any leave of absence.

Subdivision 4. Dental Insurance will be provided to all full-time teachers. Teachers employed half time or more will be provided dental insurance on a pro-rated basis. The School District shall pay the full amount of the premium for individual coverage and the same amount per month for family coverage for all those teachers who qualify for and are enrolled in the School District's group dental insurance plan. Coverage for dental insurance may continue while on a requested leave of absence if the teacher so chooses and the insurance carrier approves. At retirement, the teacher may continue group and supplemental coverage until age 65.

Subdivision 5. Term Life Insurance will also be provided to all teachers who are employed 30 hours per week on average per school year. The School District will pay the premium for a \$50,000 policy for each teacher who qualifies for and is enrolled in the School District's group term life insurance plan. Coverage for term life insurance may be continued for two years for those on a leave of absence and five (5) years for those on unrequested leave of absence. Coverage for life insurance may continue while on a requested leave of absence if the teacher so chooses and the insurance carrier approves. At retirement, the teacher may continue group and supplemental coverage until the age 65.

Subdivision 6. Payment of insurances by the School District or by an individual after retirement or on requested leave of absence will be determined by State and/or Federal regulations.

Section 2. Establishment of VEBA with Health Reimbursement Arrangement for Active Employees: The School District shall make available a coordinated VEBA Plan and Trust to all qualified bargaining unit teachers who exercise their option to enroll in the high deductible health insurance program offered in Section 3, of this Article. This coordinated VEBA Plan and Trust is described in summary and available upon request. The School District and Teachers assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. As has been

provided in the adoption agreement for the VEBA Plan document, eligible health expenses shall be paid from the flexible spending account first, until an individual's FSA is exhausted and the VEBA Plan second. **Subdivision 1. High Deductible Health Plan (HDHP).** The District will offer a High Deductible Health Plan (HDHP) that can function with a VEBA or a Health Savings Account. Employees indicating they intend to switch to a Health Savings Account will be contacted to confirm their transition from/to a H.S.A.

Subdivision 2. Coordination with VEBA. If a teacher or retiree participates in a VEBA and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health plan year the individual shall elect coverage options under the VEBA that limit payment or reimbursement from the VEBA as defined in IRS Code.

Section 3. Benefits provided through the VEBA/HSA. The School District shall provide the following welfare benefit arrangement through the VEBA/HSA Plan: A health reimbursement arrangement for active employees described in summary and available upon request.

Subdivision 1. Contributions to the Active Teachers' Plan. The School district will make contributions to individual accounts under the health reimbursement arrangement for qualifying bargaining unit teachers in the amount of the deductible dollar figure for either single or family coverage (whichever may be elected by the individual member) under the group health plan described in *Subdivision 2*. The School District shall make contributions to individual health reimbursement accounts (VEBA or H.S.A.) on a prorated basis consistent with payroll cycles. The first contribution will start the month after the date of hire and will be prorated based upon the employee's Full Time Equivalency and the number of months remaining in the plan year.

If a qualified bargaining unit teacher enters the VEBA/HSA Plan as a participant on a date after the first day of the VEBA/HSA Plan year, the School District shall prorate the amount of the School District Contribution to reflect the late entry. This prorated amount will be determined by the number of days the teacher is contracted compared to the total teacher days of a full time teacher.

All contributions on behalf of a VEBA/HSA Plan participant shall cease on the date the participant is no longer covered under the VEBA/HSA coordinated health plan in *Subdivision 2* below.

Subdivision 2. Coordinated Health Plan. The School District shall make available a VEBA/HSA coordinated health plan, to all qualified bargaining unit teachers who elect to participate in said plan. With respect to qualifying bargaining unit teachers, the School District shall make a contribution into the employee's VEBA/HSA Plan account that is equal to the amount of the deductible for the coordinated health plan for employees selecting a Single health plan option. Any remaining amount shall be paid in equal monthly contributions to the premium cost of the employee's coordinated health plan. Employees selecting a Single+1, Single + Child(ren) or Family plan option will receive the same district contribution of \$8,190 for the 2021-2022 school year and \$9,200 in the 2022-2023 school year, however the contribution will go towards the annual premium first in equal monthly contributions to the premium cost. After the premium cost has been paid, remaining contribution dollars will be placed in the employees VEBA/HAS account on a prorated basis consistent with payroll cycles. The total amount of the School District's contribution shall not exceed \$8,190 per annum in 2021-2022 and \$9,200 per annum for the 2022-2023 school year.

Section 4. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA/HSA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA/HSA Plan but change coverage, so that they are no longer entitled to the school district's contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the former employee's account. Administrative fees allocable to the individual accounts of retirees shall be paid from the retiree's account. If the VEBA/HSA Plan is terminated, or if employer contributions cease by agreement between the parties, administrative fees shall be paid from the individual's account.

Section 5. Cancellation of Insurance Policy. Should any state or federal law be enacted which duplicates benefits and pay provided by the School District, the benefits provided by the School District shall be canceled. The School District agrees that the teacher shall not be assessed or required to pay any additional cost or penalty for cancellation of the insurance policy.

ARTICLE IX – LEAVES AND/OR ABSENCES

Section 1. Sick Leave.

Subdivision 1. A full-time teacher shall earn sick leave at the rate of 12 days (90 hours) for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year, except teachers in their first three years of service to the

district shall have 12 days (90 hours) of sick leave advanced on or about September 1 of each year. Beginning with the fourth year of teaching, sick leave shall accrue monthly. Teachers in their first three years of service to the District who terminate their employment prior to the completion of their normal duty year shall reimburse the District for sick leave used in excess of one day per fifteen (15) duty days of employment. The foregoing provision shall not apply to termination of employment caused by (1) death of the teacher or (2) resignation of a teacher because of disability.

Subdivision 2. Unused sick leave shall accumulate to a maximum of 182 days (1,365 hours) per teacher.

Subdivision 3. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subdivision 4. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability.

- A. Up to 20 days (160 hours) per year, non-accumulative, may be used when a teacher's absence is due to a medical situation of a child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.
- B. As per state law a teacher may use an unlimited number of sick days for a sick child, under age 18, up to the number of sick leave days accrued by that teacher according to M.S. 181.9413.

Subdivision 5. The School District may require a teacher 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. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District.

The School District reserves the right to require an additional examination by a qualified physician selected by the teacher from a list of three physicians provided by and paid for by the School District to determine the existence and extent of any disability as a condition for payment of sick leave.

Subdivision 6. In the event that a medical certificate will be required, the teacher will be so advised within a reasonable time.

Subdivision 7. Inability of a teacher to work, due to illness or injury, shall not result in loss of status (steps and lanes) when he/she has recovered sufficiently to perform his/her usual and ordinary duties. The sick leave and leave of absence provisions of this Agreement shall limit this subdivision.

Subdivision 8. If a teacher is on leave and receiving workers compensation benefits due to an injury or illness incurred in the course and scope of the teacher's employment, the teacher may request that accrued sick leave benefits also be paid. Such benefits shall be paid only to the extent that the total of workers compensation and sick leave benefits do not exceed the teacher's regular daily rate of pay. Only the proportionate daily amount of sick leave benefits actually paid to a teacher shall be charged to the teacher's accrued sick leave.

Section 2. Personal Leave.

Subdivision 1. A full-time teacher shall be entitled to personal leave of two days (15 hours) per year for teachers on Steps A through I, and three personal leave days (22.5 hours) per year for teachers on Steps J through O. Teachers shall be able to accumulate any unused personal leave days up to a total of 5 days (37.5 hours).

Subdivision 2. No more than ten (10) teachers from the entire School District may be gone on any one day for personal leave. Teachers on emergency personal leave shall not be counted in the number of teachers gone.

Subdivision 3. Personal leave shall not be granted for the day preceding or the day following holidays or breaks, for the first and last days of the school year, and for pay or self-employment. Exceptions may be granted for unavoidable, unforeseen and necessary circumstances.

Subdivision 4. Teachers on Step O may use one (1) personal leave day (7.5 hours) per year for the day preceding or the day following holidays or breaks and for the first and last days of the school year. These provisions must be followed:

1. Requests can be made beginning July 1 prior to the start of the school year.
2. Permission must be requested from Human Resources in written form or emails only. No phone calls or voice mails will be accepted.
3. Requests will be approved on a first request, first granted permission basis.

Subdivision 5. Teachers who find it necessary to leave before the end of the duty day in an Early Out situation may do so upon approval by their Administrator. Upon approval of the Administrator, a ½ day (3.75 hours) of Personal Leave will be deducted from the teachers' allowed Personal Leave

Section 3. Maternity Leave.

Subdivision 1. A teacher making an application for up to twelve (12) calendar weeks of maternity leave will inform the School Board in writing of the teacher's intention to take the leave at least ninety (90)

calendar days before commencement of the intended leave. At the time maternity leave is requested, the teacher will file a statement of intent specifying the expected date the employee intends to return to work. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. In the event of an emergency, this time can be changed by mutual agreement of the parties.

Subdivision. 2. A teacher may utilize accrued sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability of up to six (6) calendar weeks for natural deliveries and eight (8) calendar weeks for cesarean deliveries. Any remaining approved maternity leave will be unpaid.

Subdivision. 3. A teacher returning from maternity leave shall be re-employed in a position which she is licensed unless previously discharged or placed on unrequested leave.

Subdivision. 4. In the event a non-continuing contract teacher utilizes maternity leave, the teacher must meet the minimum requirements as stated in M.S. 122A.40 for the duty year to count towards a year of probationary service.

Subdivision. 5. In the event a teacher must return at a later date than specified in the statement of intent, then a supplemental statement of intent will be filed no later than two (2) calendar weeks prior to the originally intended return date with the Superintendent, which will specify the exact later date of return. In no event shall more than 12 weeks of maternity leave be granted, except that the School Board may establish the reemployment date so as to coincide with the beginning of a new quarter or semester.

Subdivision. 6. If the date stated in the employee's latest timely filed statement of intent passes and the teacher does not return to work, then the maternity leave may be cancelled and the teacher's employment may be terminated by the district.

Subdivision. 7. While on maternity leave, benefits will accrue during the time the teacher is utilizing paid sick leave. A teacher on unpaid maternity leave is eligible to participate in group insurance programs if permitted under the insurance company's policy. The teacher on unpaid leave shall pay the premium for such programs commencing with the beginning of the unpaid maternity leave.

Subdivision. 8. The teacher will accrue seniority while on maternity leave. Upon return from maternity leave, the teacher shall receive the same salary and benefits that the teacher was receiving prior to taking the leave.

Subdivision. 9. Leave under this section will be in accordance with State and Federal laws.

Subdivision. 10. Parental Leave. Upon request, a non-birth giving legal parent shall be granted up to ten (10) days (75 hours) of leave, within 14 calendar weeks of the birth of a child, deducted from accumulated sick leave.

Section 4. Child Care Leave.

Subdivision. 1. An unpaid child care leave may be granted by the School Board, subject to the provisions of this section, to one (1) parent of a child up to the age of seven (7), provided such parent is caring for the child on a full-time basis. Any other requests for childcare leave will be considered on a case by case basis.

Subdivision. 2. The length of leave granted pursuant to this section shall not exceed twenty-four (24) months.

Subdivision. 3. A teacher returning from child care leave shall be re-employed in a position which he or she is licensed, unless previously discharged or placed on unrequested leave.

Subdivision. 4. A teacher making application for an unpaid child care leave shall inform the School Board in writing of the teacher's intention to take the leave at least ninety (90) calendar days before commencement of the intended leave.

Subdivision. 5. At the time child care leave is requested, the teacher will file a statement of intent specifying the expected date the employee intends to return to work. In the event a teacher desires to return at a later date than specified in the statement of intent, then a supplemental statement of intent will be filed with the Superintendent no later than thirty (30) calendar days prior to the originally intended date, which will specify the expected later date of return. In the event a teacher requests more than ninety (90) calendar days leave pursuant to the provisions of this section, the School Board may establish the re-employment date so as to coincide with the beginning of a new quarter or semester.

Subdivision. 6. If the date stated in the employee's latest timely filed statement of intent passes and the teacher does not return to work, then child care leave may be canceled and the teacher's employment may be terminated by the district.

Subdivision. 7. In the event a non-continuing contract teacher utilizes child care leave, the teacher must meet the minimum requirements as stated in M.S. 122A.40 for the duty year to count towards a year of probationary service.

Subdivision. 8. While on child care leave, no benefits will accrue except as herein stated. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance company's policy. The teacher shall pay the premium for such programs commencing with the beginning of the child care leave. Teachers on a child care leave of absence for less than one year shall have the option of paying the insurance premiums for the twelve-month school term on a pro-rated basis. The amount paid by the School District will be based on days/months worked during the nine-month school term.

Subdivision. 9. The teacher will accrue seniority while on child care leave. Upon return from child care leave, the teacher shall receive the same salary and benefits that the teacher was receiving prior to taking the leave.

Section 5. Adoption Leave.

Subdivision. 1. The School Board may grant up to twelve (12) weeks of adoption leave to any teacher who makes a written application for adoption leave to care for a newly adopted child on a full-time basis. Only one (1) teacher may receive paid leave for the same adoption.

Subdivision. 2. To be eligible for adoption leave, a newly placed child must be under the age of seven (7) years old. Any other requests for adoption leave will be considered on a case by case basis.

Subdivision. 3. Upon proof of adoption with written verification the teacher will submit a written application for adoption leave to the School Board, including commencement date and return date. Adoption leave will commence on the first day of travel. If no travel is necessary, adoption leave will commence when physical custody of the child occurs.

Subdivision. 4. A teacher may utilize up to six (6) weeks of accrued sick leave to be paid while on an approved adoption leave. Any approved adoption leave beyond six (6) weeks will be without pay.

Subdivision. 5. A teacher returning from adoption leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave.

Subdivision. 6. At the time adoption leave is requested, the teacher will file a statement of intent specifying the expected date the employee intends to return to work. In the event a teacher desires to return at a later date than specified in the statement of intent, then a supplemental statement of intent will be filed with the Superintendent no later than two (2) calendar weeks prior to the originally intended date, which will specify the expected later date of return. In the event a teacher requests more than ninety (90) calendar days leave pursuant to the provisions of this section, the School Board may establish the re-employment date so as to coincide with the beginning of a new quarter or semester.

Subdivision. 7. If the date stated in the employee's latest timely filed statement of intent passes and the teacher does not return to work, then adoption leave may be cancelled and the teacher's employment may be terminated by the district.

Subdivision. 8. In the event a non-continuing contract teacher utilizes adoption leave, the teacher must meet the minimum requirements as stated in M.S. 122A.40 for the duty year to count towards a year of probationary service.

Subdivision. 9. While on adoption leave, benefits will accrue during the time the teacher is utilizing paid sick leave. A teacher on adoption leave is eligible to participate in group insurance programs if permitted under the insurance company's policy. The teacher shall pay the premium for such programs commencing with the beginning of the unpaid adoption leave.

Subdivision. 10. The teacher will accrue seniority while on adoption leave. Upon return from adoption leave, the teacher shall receive the same salary and benefits that the teacher was receiving prior to taking the leave.

Subdivision. 11. A teacher may use up to two days (15 hours) of sick leave to attend legal proceedings for the adoption of a child.

Section 6. Leaves of Absence.

Subdivision 1. Upon written request to the School District, a teacher may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of absence may be granted for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, study for an advanced degree, work related to fields for vocationally licensed personnel, military service, or travel with a general educational purpose not directly related to the teacher's specific field of study. The teacher shall notify the Superintendent in writing by March 1 of his/her intention to return to the vacated teaching position in the fall or request a second year of a leave of absence. Failure to notify the Superintendent by March 1 will be viewed as an intention to return to the position in the fall.

Subdivision 2. A leave of absence for a mutually agreed upon time may be granted to any teacher upon application for the purpose of campaigning for or serving in a public office.

Subdivision 3. Such leaves of absence as stated above in this section shall be without compensation or expense allowance from School District funds. The absentee at his/her own expense shall maintain

continuance of group insurance protection plans, if he/she chooses to continue these and the insurance carrier approves. The teacher shall pay to the School District this assessment according to a schedule mutually agreed upon between the School District and the teacher. Upon resumption of teaching duties in the School District, the cost of these benefits shall be resumed by the School District.

Subdivision 4. Military Leave shall be granted according to applicable law.

Subdivision 5. Jury Duty. Teachers who serve as jurors shall be compensated by the School District the difference between their daily rate of pay and the amount paid them by the State of Minnesota for each full day of such duty. Such teacher shall be allowed any mileage paid them as a juror by the State. The School District shall pay the salary of the substitute teacher. While serving as a juror, the teacher will not lose any leave time.

Section 7. Exchange Teacher Leave. A leave of absence for up to two (2) school years may be granted by the School District, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during that period unless previously discharged or placed on unrequested leave of absence. He/she shall maintain tenure benefits provided in this Agreement. Continuance of his/her participation in group insurance protection shall be maintained at his/her own expense.

Section 8. Sabbatical Leave. A sabbatical leave of one year or part of a year may be granted to teachers for the purpose of professional advancement, subject to the conditions established by the School District.

Subdivision 1: Sabbatical Leave Regulations

1. Teachers must have taught for five (5) years in the School District before being eligible for a sabbatical leave.
2. Teachers must apply for sabbatical leave prior to reaching the age of 57.
3. The maximum number authorized in any one year will be one elementary and one secondary teacher. In the event an elementary teacher does not apply, two secondary teachers may be authorized, and vice versa.
4. Written application must be submitted to the Superintendent by March 1.
5. The allowance granted to a teacher on sabbatical leave shall be one-half of the contract salary for the school term during which the leave takes place. For periods of less than one year, the allowance shall be pro-rated.
6. A teacher who is granted a sabbatical leave is required to teach in the School District for one full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the teacher's incapacity to teach before the expiration of the one-year period, the teacher shall pay back to the School District a pro-rated part of the sabbatical allowance.
7. The sabbatical leave shall be for accredited advance study in the teacher's area of major concentration and shall not be used for retraining in a new area unless at the request of the School District.
8. A teacher on sabbatical leave progresses on the salary schedule.
9. Teachers on sabbatical leave shall accumulate sick leave days on a pro-rated basis and may maintain group insurance protection at their own expense if the insurance carrier approves.

Section 9. Bereavement Leave.

Bereavement leave shall be granted to a teacher in the event of a death using the list below with the corresponding number of leave days. Part time teachers are eligible for this benefit on a pro rata basis.

(Note: step relationships are irrevocable)

Subdivision 1. Up to five (5) days (can be non-consecutive) will be granted for those listed in this subdivision.

- spouse
- parent (step), former guardian
- child (step), present or former legal dependent
- mother-in-law (step), father-in-law (step)
- sibling (step)
- son-in-law (step), daughter-in-law (step)

Subdivision 2. Up to two (2) days (can be non-consecutive) will be granted for those listed in this subdivision. In the event a teacher is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of leave shall be granted.

- grandchild (step)
- grandparent (step) of teacher and spouse
- brother-in-law (step), sister-in-law (step)

Subdivision 3. One (1) day of bereavement will be deducted from sick leave for those listed in this subdivision. In the event a teacher is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of bereavement leave (not deducted from sick leave) shall be granted.

- nephew, niece, uncle, aunt
- spouse of brother-in-law (step), spouse of sister-in-law (step)
- ex-spouse

Subdivision 4. In the event a teacher is in charge of funeral arrangements for death of a person not listed above, a maximum of three (3) days (22.5 hours) of bereavement leave shall be granted.

Subdivision 5. If all Personal Leave is exhausted and upon written approval of the School District, the salary of a substitute teacher will be deducted from the wages of a teacher for leave for the death of a significant person. Such approval shall not be subject to the grievance procedure.

Section 10. Emergency Leave. If Personal Leave has been exhausted, up to two days (15 hours) can be used for instances of unforeseen, unavoidable destructive disasters that significantly impairs basic life needs. This time will be deducted from the employee's sick leave. This time must be approved by the Superintendent. Such approval shall not be subject to the grievance procedure.

Section 11. Other Absences.

Subdivision 1. A teacher who finds it necessary to be absent from his/her job for approximately one hour during the day may do so without salary deduction if satisfactory written and/or electronic arrangements have been made and approved before-hand with the teacher's immediate supervisor and if there is no expense to the School District This leave may not be used to extend personal leave or to use for medical appointments if paid leave is available.

Subdivision 2. If the absence is due to services to other school districts which involve a reimbursement to the absentee, the maximum number of days allowed shall be four (4) (30 hours), and the absentee shall have his/her salary deducted by the amount equivalent to a substitute teacher's salary.

Subdivision 3. If the absence is due to attendance at a job-related workshop, meeting, or duty, the number of days shall be those approved by the Superintendent or his/her designee and shall carry no salary deduction, sick leave deduction, or personal leave deduction.

Subdivision 4. If a teacher requests additional time off after having used the twenty (20) days (160 hours) in Article IX, Section 1, *Subdivision 4B*, due to illness or injury in the immediate family, the absence may be allowed for up to an additional ten (10) days. Immediate family is defined as spouse, adult children, and parents. The salary of the substitute teacher will be deducted from the wages of the teacher. Substitute wages will be deducted from the wages of the teacher, regardless of whether or not a substitute is required.

Subdivision 5. When a teacher depletes all accumulated sick leave and personal leave, twenty (20) days (150 hours) may be used for the employee's serious, life threatening illness. Documentation supporting the serious illness by the employee's doctor will need to be submitted to Human Resources. Substitute wages will be deducted from the wages of the teacher, regardless of whether or not a substitute is required.

Subdivision 6. When a teacher who elects the long-term disability benefit offered by the district depletes all accumulated sick leave and personal leave and surpasses the 20 days available in Subdivision 5, the teacher may be eligible for additional paid time through the elimination period of long term disability for their own period of incapacity. Documentation supporting the period of incapacity by the employee's doctor will need to be submitted to Human Resources. Substitute wages will be deducted from the wages of the teacher, regardless of whether or not a substitute is required.

Subdivision 7. If all Personal Leave is exhausted and upon written approval of the School District, the salary of a substitute teacher will be deducted from the wages of a teacher for requests for leave for illness or injury of a significant person. Such approval shall not be subject to the grievance procedure.

Subdivision 8. If all Personal Leave is exhausted and upon written approval of the school District, a teacher may request up to 5 days of leave, deducted from accrued sick leave, in the case of child care emergencies or closures.

Subdivision 9. The Exclusive Representative shall be granted up to a total of four (4) leave days for its members to use to lobby at the State Legislature per school year. The exclusive rep shall pay the actual cost of the substitute teacher.

Section 12. Seniority. Teachers on approved leaves of absence shall continue to earn seniority.

ARTICLE X – HOURS OF SERVICE

Section 1. Teacher Duty Days. Pursuant to M.S. 120A.40, the School Board shall establish teacher duty days for the school year. The teacher shall perform services on those days as determined by the

School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined, to conduct school. The school year for 2021-2022 and 2022-2023 school years shall each consist of 182 duty days.

Section 2. Hours of Service. The teacher's basic day shall be eight (8) hours, inclusive of a duty-free lunch period of about 30 minutes.

Section 3. Starting and Ending Times. The determination of the starting and ending of the school day and the scheduling of classes shall be made by the School Board to accommodate the varying conditions amongst the several units of education - elementary, middle school, and senior high school.

Section 4. Preparation Time. Preparation time for PreK-12 will be a minimum of 560 minutes of preparation time during the student contact day over a (2) two-week period or its equivalency over a (9) nine-month contract. Placement of preparation time for the Area Learning Center teachers may be before or after the student contact day to enhance scheduling and course offerings.

Section 5. Professional Time.

Teachers will have 300 minutes of professional time over a (2) two-week period or its equivalent over a (9) nine-month contract, scheduled in no less than 15 minute increments, during the 8 hour basic duty day. Professional time is used to conduct professional business inclusive of collaborating/meeting with other staff, administrators, parents, etc., but is exclusive of PLC (Professional Learning Community) meeting time. The administrator of the building, with input from the building leadership team, will determine when professional time will be scheduled during the duty day.

Section 6. Activities Beyond Basic Day. In addition to the basic school day, teachers may be required to participate in School District activities beyond the teacher's basic day. This is not to be construed to include extra-curricular activities.

Section 7. Modes of Teaching & Learning. If a contagious disease outbreak requires a building or the district to move from traditional in-person instruction to a different mode of instruction (i.e. distance learning, asynchronous), two (2) days of non-instructional planning time will be provided before instructing in the new mode. This will include both teachers and students changing their mode of instruction and learning.

ARTICLE XI – EARLY CHILDHOOD FAMILY EDUCATION PROGRAM, AND ADULT BASIC EDUCATION

Section 1. Terms and Conditions. The terms and conditions for ECFE and ABE Instructors will be the same as those agreed upon in the teacher's Master Contract unless specified in this article.

Section 2. Contracted Hours. A full time ECFE or ABE Instructor's basic contracted hours will be 1365 (one thousand three hundred sixty-five) which is equivalent to 182 days x 7.5 hours.

Section 3. Hours of Service. Recognizing the unique, changing and variable nature of the ECFE programs, the hours of service, duty day, duty week, and duty year, shall include:

Subdivision 1. ECFE Instructors will receive approximately the same number of preschool workshop days and in-service days as K-12 teachers. These hours will be subtracted from the total number of contracted hours before program time and prep time are calculated or assigned. The remaining amount of hours will be divided with 63% of the hours going to contact time and program time. The remaining 37% of the hours will go to preparation time. These hours shall be pro-rated for part time Instructors. Program time is defined as direct/designated contact time in the classroom, home visits, or other outreach programming determined by the program administrator. The administrator shall determine the amount of class time within the program time. Prep Time will be defined as unassigned /non-contact time for Instructor preparation.

Subdivision 2. ABE Instructors will receive prep time in the same manner as K-12 teachers as referenced in Article X, Section 4.

Section 4. Assignment.

Subdivision 1. The coordinator and Instructors shall develop and modify a monthly calendar.

Subdivision 2. If an Instructor does not work the allotted contracted time, the coordinator shall assign related responsibilities after consultation with the Instructor. However, hours in a week shall not exceed forty (40) nor any day exceeds eight (8) hours except by written request by the Instructor and approved by the administrator.

Subdivision 3. Assignment of additional hours shall be made to meet the needs of the program. Assignment will be made to individuals with appropriate licensure. Hours added to a full time Instructor's contract must be by mutual agreement with the Instructor and the coordinator.

Section 5. Probationary Period. ECFE and ABE Instructors shall receive a probationary period of three (3) years from their first day of actual service. After completion of this period, they may be discharged only for just cause as determined by a neutral arbitrator.

Section 6. Unrequested Leave of Absence for ECFE and ABE. All Instructors in ECFE and ABE shall be placed on a separate seniority list that follows the language in Article XVII. ECFE and ABE Instructors shall not have bumping or reinstatement rights on the K-12 Seniority List nor shall K-12 teachers have bumping or reinstatement rights on the ECFE or ABE Seniority List.

ARTICLE XII –SCHOOL READINESS

See Memorandum of Agreement for School Readiness in Appendix D.

ARTICLE XIII – PART-TIME TEACHERS

Section 1. Definition. A part-time teacher is a teacher who teaches a minimum of 5 (five) hours but fewer than 35 hours per week or its equivalency over a 9 (nine) month contract.

Section 2. Placement on Salary Schedule. This will be determined by the School District and is parallel with Article VI, Section 4.

Section 3. Insurances.

Subdivision 1. Group Health Insurance Eligibility. Those teachers employed half time or more (minimum is 3.75 hours of employment per day for 171 days) are eligible on a pro-rated basis.

Subdivision 2. Long-Term Disability Insurance. It is available, at the employee's expense, to those teachers who work a minimum of 30 hours per week.

Subdivision 3. Dental Insurance. It is available to those teachers who are employed half time or more (minimum is 3.75 hours of employment per day for 171 days or it's equivalency over a year) on a pro-rated basis.

Subdivision 4. Term Life Insurance. It is available to those teachers who work a minimum of 30 hours per week (no pro-rating).

Subdivision 5. Any part-time teacher may purchase insurance(s) at his/her own expense. Any contribution by the School District is subject to the conditions in Section 3. Insurances, Subdivisions 1-4.

Section 4. Sick Leave. Teachers who work contractual time or more (minimum is 3.75 hours of employment per day) shall earn sick leave at a rate of twelve (12) contractual days per year. Sick leave shall accrue and be used in the same manner as a full time teacher. Unused sick leave shall accumulate to a maximum of 90 days per teacher.

Section 5. Personal Leave. To qualify for personal leave, a part-time teacher shall teach a minimum of two hours per day. Part-time teachers will be eligible for two (2) contractual days of personal leave per year and able to accumulate any unused personal leave up to five (5) contractual days.

Section 6. Leaves of Absence. A leave of absence may be granted for a period not to exceed two years for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, child care, or study. Such leaves shall be without compensation, and any insurances shall be maintained at the teacher's expense.

Section 7. Bereavement Leave. Refer to Article IX, Leaves of Absence, Section 7.

Section 8. Severance Pay, Sabbatical Leave, Exchange Teacher Leave. Not available to part-time teachers.

Section 9. Seniority. Seniority practices are parallel with full-time teacher seniority as found in Article XVII.

Section 10. Part-Time Teaching Loads. Part-time teachers will be compensated at a rate commensurate with a full-time teacher's student-related responsibilities in accordance with the site(s) at which the part-time teacher will be teaching. A pro-rated amount of preparation time will be included as will the pro-rated amount of general duty time. The teaching load, preparation time, and general duty time will be pro-rated to the seven and a half (7.5) hour workday of a full-time teacher. General duty time will include such items as:

1. Being available to students seeking assistance;
2. Being available to parents;
3. Meeting with department chairperson and specialists;
4. Being available to administrators for conferences and faculty meetings; and carrying out other responsibilities as indicated by the School District.

Subdivision 1. Part time teachers whose full time equivalent (FTE) is .5 or less will receive approximately the same number of preschool workshop days and in-service days as K-12 teachers. Part time teacher hours will be divided with up to 80% of the hours going to student contact time and general duty time. The remaining 20% of the hours will go to preparation time. Prep Time will be defined as unassigned/non-contact time for teacher preparation.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 1. Expanded Definition.

Subdivision 1. Grievance: The word, “grievance,” shall mean a written allegation by a teacher that he/she has been injured as a result of a dispute or disagreement between the teacher and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subdivision 2. Grievant(s): The word, “grievant(s),” shall mean an individual teacher, or a group of teachers that file a grievance as defined in Subd.1 above.

Group of Teachers: A group of fewer than ten (10) teachers may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all teachers in the group. Such grievance must be in writing and signed by all grievants in the group.

Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving ten (10) or more teachers arises out of the same transaction or occurrence and the facts and claim are common to all teachers in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected teachers with the initial grievance. The exclusive representative grievance may proceed only as to the teachers identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as noted in this Agreement.

Subdivision 3. The teacher submitting such grievance to an Exclusive Representative or designee shall initiate grievances. However, the teacher will not be bound by the Exclusive Representative or designee decision and may proceed as an individual teacher.

Subdivision 4. The parties acknowledge that it is most desirable for grievances to be resolved through free and informal discussion. However, should such informal processes fail to satisfy the grievant, the grievance may be processed in accordance with the procedures listed in the following sections of this article through binding arbitration.

Section 2. Representatives. Any person or agent designated by such party to act in his/her behalf may represent the teacher, administrator, or the School District during any step of the procedure. In the event a teacher chooses a representative other than the person designated by the Exclusive Representative, the Exclusive Representative has the right to have a designated person attend during any step of the procedure related to the grievance.

Section 3. Interpretation.

Subdivision 1. Time limits specified in this grievance procedure may be extended by mutual agreement.

Subdivision 2. Reference to days regarding time periods in this grievance procedure shall refer to the grievant's working days. A working day is defined as all weekdays not designated as holidays by state law.

Subdivision 3. 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 of time so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision 4. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. Both parties must initial a grievance, or response to a grievance, delivered personally rather than mailed.

Section 4. Time Limitations and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions allegedly violated and the particular relief sought within twenty (20) working days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher, an Exclusive Representative or designee, and the School District's designee.

Section 5. Adjustment of Grievance. The School District and the teacher shall attempt to adjust all grievances, which may arise during the course of employment of any Education Minnesota-Willmar teacher within the School District in the following manner:

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the principal, immediate supervisor, or designee shall give a written decision on the grievance to the parties involved within five (5) working days after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided that such appeal is made in writing within five (5) working days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within seven (7) working days after receipt of the appeal. Within five (5) working days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board; the School Board shall hear the grievance at its next regular meeting or within two calendar weeks, whichever shall be later. Within seven (7) working days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 8. Arbitration.

Subdivision 1. If the grievant is not satisfied with the disposition of the grievance by the School District, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator within ten (10) working days from the Level III decision. If the parties cannot agree as to the arbitrator within five (5) working days from the notification that arbitration will be pursued, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to PELRA, within ten (10) working days.

The School District and the Exclusive Representative shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party within a reasonable time before the arbitration hearing. The arbitrator shall have no power to alter, add or subtract from the terms of this Contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment, in conformity with the award, may be entered in any court of competent jurisdiction.

Subdivision 2. The parties involved shall share the fees and expenses of the arbitrator equally.

Section 9. Reimbursement. If any teacher for whom a grievance is sustained has been unjustly deprived of any compensation, the same shall be paid to him/her.

Section 10. Time Limits. 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.

Section 11. Fair Practices. No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in his grievance procedure.

ARTICLE XV – INDIVIDUAL AGREEMENTS

Any individual continuing contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Master Agreement, the Master Agreement shall be controlling during its duration according to state statute. Such contracts will be agreed to by the Exclusive Rep and the District.

ARTICLE XVI – MEET AND CONFER

Section 1. Teachers selected by the Exclusive Representative shall meet and confer with a committee of the School District or with the School District designee on matters not specified under PELRA. The teacher representatives shall, if possible, be selected to include teacher representatives from all levels of the School District.

Section 2. The School District shall provide the facilities and set the time for such conferences to take place, as requested by the Exclusive Representative or the District. The time and agenda of such meeting shall be set at least ten (10) days in advance of the meeting.

Section 3. Such meetings shall be for the sole purpose of discussion of matters of non-contractual policy.

Section 4. The meet and confer process will be used to provide input to the Superintendent prior to the adoption by the School Board of any school calendar.

ARTICLE XVII – UNREQUESTED LEAVES OR LAYOFFS

Section 1. Purpose: The purpose of this article is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 2. Definitions:

- A. **Qualified:** For purposes of Article XVII and the placement of teachers on ULA, a teacher is “qualified” to teach if the teacher has a license.
- B. **Seniority:** “Seniority” means continuing contract, qualified teachers commencing with the first day of continuous service in the District and shall exclude probationary teachers, those teachers who are substituting for teachers on leaves of absence (unless more than 120 days in a school year), and - teachers employed less than one hundred twenty (120) days in a school year.
- C. **First Day of Service:** “First Day of Service” means the date on which the teacher first performed contracted services for the District, provided that no break in seniority has occurred.
- D. **Business Day:** “Business Day” means all days the district office is open for business.

Section 3. Procedures:

Subdivision 1. Notification

- A. The District will provide written notice to teachers of their placement on ULA in compliance with the statutory timeline. The notice will be personally delivered or sent by certified mail, return receipt requested.
- B. Simultaneously, a copy of the ULA notification will be personally delivered or sent to the Exclusive Representative by certified mail return receipt requested.
- C. Any teacher who disputes their proposed ULA placement must follow the grievance procedure in Article XIV, but will use “business days” instead of working days. The failure to file a grievance within the timelines specified in this paragraph will be deemed to constitute acquiescence to the accuracy of ULA placement.

Subdivision 2. ULA

- A. **Continuing Contract Teachers:** A teacher who has acquired continuing contract rights must not be placed on unrequested ULA while Tier 1 licensed, Tier 2 licensed, or probationary teachers are retained in positions for which a teacher who has acquired continuing contract rights is licensed. Tier 3 and Tier 4 continuing contract teachers shall be placed on ULA in inverse order of seniority.
- B. A teacher’s placement on ULA will become effective at the end of the school year.

Subdivision 3. Realignment Not Required

- A. The District is not required, under any circumstance, to reassign a non-probationary teacher to different grade level, subject matter, field, or position to accommodate the seniority claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.
- B. In the event that the District finds it necessary to place one or more teachers on ULA, the District will afford bumping rights, based on seniority and qualification, before identifying the teachers to be placed on ULA. A qualified teacher whose position has been discontinued will bump into the position held by the least senior teacher.
- C. If a teacher has received written discipline within the past five years, the teacher will not be afforded bumping rights and will be placed on ULA.

Subdivision 4. Determination of Seniority

- A. For purposes of Article XVII and the placement of teachers on ULA, “seniority” is determined by identifying a teacher’s first day of service and then comparing it to the date on which other teachers

were employed. In the event that two or more teachers have the same first day of service, the following will be used in order to break the tie: (1) date and time the teacher's initial contract was signed; (2) highest current lane placement; (3) highest current step placement; and (4) earliest date of full-time service to the district. In the event that these criteria do not break a tie, the teacher with the lowest file folder number on file at the state licensing board will be retained.

- B. A teacher will experience a break in seniority if:
1. the teacher retires, resigns, or takes other action to voluntarily end the employment relationship with the district;
 2. the teacher is not renewed, unless the teacher is subsequently rehired without any interruption of service, in which case the teacher will retain his or her original seniority date;
 3. the teacher is absent without leave for more than three duty days in a school year; or
 4. the teacher fails to return from an extended leave of absence.

Subdivision 5. Seniority Lists

The District will create and maintain a seniority list of teachers (by name, first day of service, licensure and tier), inclusive of full time and part-time teachers.

On or before November 1 of each school year, the District will email the seniority lists to all teachers in the District and to the exclusive representative. Any teacher who disagrees with his or her placement on a seniority list must supply written documentation and a request for a change in the information within ten working days after the list was sent. Within ten working days thereafter the School District shall evaluate all written communications regarding the accuracy of the seniority list and make such changes as the School District deems warranted. Failure to submit such communications by a teacher within ten working days constitutes a waiver of any right to challenge the list through the grievance process or any other means. A final seniority list shall thereupon be prepared and posted/emailed by the School District. If the District agrees to make changes to the seniority list based on information submitted by a teacher, the District will email an updated seniority list to all teachers in the District and to the exclusive representative. Any teacher whose seniority ranking was changed from the first list to the final list and who disagrees with the change, or a teacher whose request for a change was denied, must file a grievance within ten working days after the updated list was sent. The failure to file a grievance within the timelines specified in this paragraph will be deemed to constitute acquiescence to the accuracy of the list and a waiver of any right to challenge the list through the grievance process or any other means. The final seniority list will be binding on all parties and conclusive evidence of each teacher's seniority relative to other teachers in the District.

Subdivision 6. Recall Provisions

- A. Teachers will be recalled to positions for which they are licensed in the inverse order in which they were placed on ULA.
- B. The District will not hire a new teacher to fill a vacant position if a licensed teacher is on ULA and is available and willing to accept the vacant position.
- C. No full-time teacher will be required to accept recall to a part-time position.
- D. The District will use certified mail, return receipt requested, to notify a qualified teacher on ULA of recall to an available position.
- E. It shall be the responsibility of all teachers placed on ULA to maintain a current listing of their name and mailing address in writing in the School District administration office. Teachers shall have ten (10) days from the receipt of certified mail or personally served notice of recall to advise the School District in writing of intent to accept or the intent to reject the offer. Failure to so notify the School District within such ten (10) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
- F. If a teacher waives his or her right to reemployment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed and qualified for the position.
- G. A teacher placed on ULA will be eligible for recall for a period of five (5) years.
- H. Pending completion of the recall process, positions may be filled on a temporary basis.

Subdivision 7. Status While on Leave.

Teachers placed on ULA will remain eligible for insurance benefits at personal expense for a period of five years.

Subdivision 8. Termination of Recall Rights.

A teacher's recall rights will terminate if any of the following occur:

1. Voluntary removal by a teacher of his/her name from the seniority list which must be a written request.
2. Resignation of teaching position.
3. Retirement.
4. Discharge or termination of the teacher.
5. The expiration of five (5) years from the commencement of the ULA without having been recalled;
6. The expiration or revocation of a valid teaching license.

ARTICLE XVIII – SEVERANCE PAY

Section 1. Eligibility.

Subdivision 1. Teachers hired after July 1, 2000, will not be eligible for severance pay.

Teachers hired before July 1, 2000, will be covered under the severance language. The School District shall subtract any amount paid to the 403(b) matching contribution plan from severance pay. The School District's match will be subtracted from the "years of service" portion of the severance pay first. Any remaining amount to be subtracted shall be subtracted from the unused sick leave portion of severance pay. The balance of the severance, if such an amount exists, shall be paid by the School District per Article XVIII of the Agreement.

Subdivision 2. Any teacher whose combined part time and full-time FTE is 15 years or greater of paid teaching service with the School District and has attained the age of 55 years shall be eligible for severance pay.

Subdivision 3. For a teacher to be eligible to receive severance pay, the Director of Human Resources must receive notice of resignation ninety (90) days prior to when the teacher intends to resign/retire, or by March 1 of the school year in which the resignation/retirement is planned unless changed by mutual agreement between the teacher, District and the Exclusive Representative.

Subdivision 4. If a serious physical or psychological medical condition precludes the teacher from making a decision to retire on or before the ninety (90) days prior to when the teacher intends to resign, the teacher shall submit a signed release authorizing the disclosure of applicable medical information to the Director of Human Resources. The Director of Human Resources shall make the determination as to whether the teacher is eligible to receive their full severance pay. This determination shall not be subject to the grievance procedure as set forth in Article XIII.

Subdivision 5. If a teacher who qualifies for severance pay based upon Subdivisions 1 and 2 in Section 1 of Article XVIII dies before fulfilling the requirement of Subdivision 3, severance will be paid to the deceased's estate.

Section 2. Formula for Determining Severance Payment.

Subdivision 1. The eligible teacher shall receive severance pay for 50% of his/her unused sick leave not to exceed a total of 90 days (675 hours).

Subdivision 2. In addition to the pay based on unused sick leave, a teacher shall receive an amount representing four days of pay for each year of full-time service not to exceed a total of 100 days (750 hours).

Subdivision 3. The maximum combined total of severance pay shall be 150 days (1125 hours) as determined by subdivisions 1. and 2. of this section.

Section 3. Daily Rate of Pay. In applying these provisions, the teachers' daily rate of pay shall be the daily rate of pay at the time of resignation and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation. The basic rate of pay shall be calculated based on 182 duty days.

Section 4. Tax Deferral of Severance Pay.

Subdivision 1. . All teachers who are potentially eligible for severance pay shall receive an amount equal to the value of twenty-five percent (25%) of the amount defined in Section 2, to be placed into the employee's Special Pay Deferral Plan (subject to the applicable IRS limits). The remaining seventy-five percent (75%) will be placed into the employee's Health Care Savings Plan for current and potential retirees of ISD 347, Willmar Public Schools. The employee will not receive any direct payment from the school district for severance pay.

Subdivision 2. The school district's contribution into the retiree's 401(a) account must not exceed the IRS contribution limit. Any amount over and above the limit will be placed into the Health Care Savings Plan.

Section 5. Termination. Severance pay shall not be granted to a teacher whose employment has been terminated pursuant to M.S.122A.40.

ARTICLE XIX - 403(b) AND MATCHING CONTRIBUTION PLAN

Section 1. Eligibility. All teachers are eligible to contribute to a traditional and/or Roth 403(b).

Section 2. Eligibility in the 403(b) Matching Contribution Plan. Tenured teachers who are regularly employed at least 30 hours per week shall be eligible to participate in a 403(b) matching program contribution plan pursuant to M.S. 356.24.

Section 3. Amount. The School District will match eligible annual teacher contributions up to \$1,500 per school year. The teacher shall contribute annually an amount at least equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to one of the annuity companies, which the teacher shall elect. The selection of investment companies will be comprised of a committee that includes the Exclusive Representative. This amount shall not exceed the maximum amount outlined in this section. Teachers working less than a 182 day school year may participate in the matching contribution plan on a pro-rated basis to the length of their school year.

Section 4. Maximum. The maximum career matching contribution by the School District shall be \$50,000.

Section 5. Authorization Agreement. The eligible teacher must complete a salary reduction authorization agreement before June 1 of each school year to implement any changes in the 403(b) matching contributions plan for the next school year. In the event of an unsettled contract, the eligible teacher may adjust the reduction amount in the 403(b) matching contribution plan within 30 days of the contract settlement.

Subdivision 1. All 403(b) matching contributions will be paid retroactively upon settlement of a negotiated contract.

Section 6. Unpaid Leaves of Absence. Teachers on unpaid leaves of absence may not participate in the matching program while on leave. Those teachers on sabbatical leave retain the option of participation at a pro-rated amount for the duration of their leaves.

Section 7. Management Responsibility. Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the teacher in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings (losses) which may accrue to these portfolios as a result of investment decisions made by the teacher.

ARTICLE XX – RETENTION OF LICENSES

Retention of License(s): In order to retain employment, all teachers are required to maintain the license(s) in the area(s) in which they are currently teaching and license(s) with which they were initially hired unless their assignment has not necessitated the license(s) during the five (5) previous years. This would not include areas of a minor, except as mutually agreed between the School District and the teacher at the time of employment.

ARTICLE XXI - DURATION

Section 1. Term and Re-opening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall commence negotiations the first week in April.

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

Section 3. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

Education Minnesota-Willmar #1209
Independent School District 347


Tamara J Knapper (May 25, 2022 16:41 CDT)

President


Cynthia Kroona (May 18, 2022 11:49 CDT)

Chief Negotiator

May 25, 2022

Date

School Board
Independent School District 347


Justin Bos (May 18, 2022 08:41 CDT)

Board Chair


Scott Thaden (May 18, 2022 08:55 CDT)

Board Clerk


Elizabeth Windingstad (May 18, 2022 10:08 CDT)

Chair of Board's Negotiating
Committee

May 18, 2022

Date

APPENDIX A

2021-2022 TEACHER SALARY SCHEDULE:

Lanes on this salary schedule are in Semester hours. Beginning in the 2021-2022 School Year, Step A has been removed from the Salary Schedule.

Step	BA	BA+10 15 Quarter	BA+20 30 Quarter	BA+30 45 Quarter	BA+40/ MA 60 Quarter	MA+10 15 Quarter	MA+20 30 Quarter	MA+30 45 Quarter	MA+40 60 Quarter
B	45,343	47,043	48,743	50,443	52,143	53,843	55,543	57,243	58,943
C	47,131	48,831	50,531	52,231	53,931	55,631	57,331	59,031	60,731
D	48,918	50,618	52,318	54,018	55,718	57,418	59,118	60,818	62,518
E	50,705	52,405	54,105	55,805	57,505	59,205	60,905	62,605	64,305
F	52,492	54,192	55,892	57,592	59,292	60,992	62,692	64,392	66,092
G	54,278	55,978	57,678	59,378	61,078	62,778	64,478	66,178	67,878
H	56,066	57,766	59,466	61,166	62,866	64,566	66,266	67,966	69,666
I	57,854	59,554	61,254	62,954	64,654	66,354	68,054	69,754	71,454
J	59,641	61,341	63,041	64,741	66,441	68,141	69,841	71,541	73,241
K	61,428	63,128	64,828	66,528	68,228	69,928	71,628	73,328	75,028
L	63,215	64,915	66,615	68,315	70,015	71,715	73,415	75,115	76,815
M	65,001	66,701	68,401	70,101	71,801	73,501	75,201	76,901	78,601
N	66,788	68,488	70,188	71,888	73,588	75,288	76,988	78,688	80,388
O	69,271	70,971	72,671	74,371	76,071	77,771	79,471	81,171	82,871

Those teachers who are in the shaded areas (ghost cells) will receive the % increase only and will not advance steps. No teacher will be allowed to advance into the shaded area.

APPENDIX A (continued)

2022-2023 TEACHER SALARY SCHEDULE:
Lane Changes will occur as they have in the past.

Lanes on this salary schedule are in Semester hours.

Step	BA	BA+10 15 Quarter	BA+20 30 Quarter	BA+30 45 Quarter	BA+40/ MA 60 Quarter	MA+10 15 Quarter	MA+20 30 Quarter	MA+30 45 Quarter	MA+40 60 Quarter
B	46,200	48,021	49,842	51,663	53,484	55,305	57,126	58,947	60,768
C	48,021	49,842	51,663	53,484	55,305	57,126	58,947	60,768	62,589
D	49,842	51,663	53,484	55,305	57,126	58,947	60,768	62,589	64,410
E	51,663	53,484	55,305	57,126	58,947	60,768	62,589	64,410	66,231
F	53,484	55,305	57,126	58,947	60,768	62,589	64,410	66,231	68,052
G	55,305	57,126	58,947	60,768	62,589	64,410	66,231	68,052	69,873
H	57,126	58,947	60,768	62,589	64,410	66,231	68,052	69,873	71,694
I	58,947	60,768	62,589	64,410	66,231	68,052	69,873	71,694	73,515
J	60,768	62,589	64,410	66,231	68,052	69,873	71,694	73,515	75,336
K	62,589	64,410	66,231	68,052	69,873	71,694	73,515	75,336	77,157
L	64,410	66,231	68,052	69,873	71,694	73,515	75,336	77,157	78,978
M	66,231	68,052	69,873	71,694	73,515	75,336	77,157	78,978	80,799
N	68,052	69,873	71,694	73,515	75,336	77,157	78,978	80,799	82,620
O	70,580	72,401	74,222	76,043	77,864	79,685	81,506	83,327	85,148

Those teachers who are in the shaded areas (ghost cells) will receive the % increase only and will not advance steps. No teachers will be allowed to advance into the shaded area.

APPENDIX B

COMPENSATION TO TEACHERS FOR SPECIAL SERVICES

Other Additional Compensation		
	2021-2022	2022-2023
Continuing Ed Licensure – Chair	2.5% of BA+45 F (\$1,440)	2.5% of BA+45 F (\$1,474)
Continuing Ed Licensure – Recorder	0.8% of BA G (\$434)	0.8% of BA G (\$442)
Elem - Orchestra Concert Director (amount per concert)*	1% of BA I (\$579)	1% of BA I (\$589)
Elem - Band Concert Director (amount per concert)*	1% of BA I (\$579)	1% of BA I (\$589)
Elem - Choir Concert Director (amount per concert)*	1% of BA I (\$579)	1% of BA I (\$589)
SH – Music – Band Director (2)	6% of MA+30 B (\$3,333)	6% of MA+30 B (\$3,428)
SH – Music – Orchestra Director	2.4% of BA+45 G (\$1,425)	2.4% of BA+45 G (\$1,458)
SH – Music – Vocal Director	5.1% of MA+30 E (\$3,106)	5.1% of MA+30 E (\$3,192)
SH – Music - Pep Band Director	5.1% of MA+30 E (\$3,106)	5.1% of MA+30 E (\$3,192)
SH – Music – Small Group Ensemble (4)	4% of BA F (\$2,100)	4% of BA F (\$2,139)

DEPARTMENT CHAIRS	Building (s)
Agriculture	SH
Art	Secondary
Business	SH
Communications	MS
Communications	SH
ESL	MS
ESL	SH
FACS	Secondary
Health	Secondary
Industrial Tech	Secondary
Mathematics	MS
Mathematics	SH
Music	MS
Music	SH
Physical Ed	MS
Physical Ed	SH
Science	MS
Science	SH
Social Studies	MS
Social Studies	SH
Special Ed	MS
Special Ed	SH

World Language	SH
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Key: Department Chairs

	2021-2022	2022-2023
A=4 or more teachers in department	2% of MA B (\$1,043)	2% of MA B (\$1,070)
B=3 or less teachers in department	1.4% of MA B (\$730)	1.4% of MA B (\$749)

ELEMENTARY BUILDING LEADERSHIP REPRESENTATIVES

Grade/Department	Maximum # (per Bldg.)	2021-2022	2022-2023
PreK - 5 (PreK, K, 1, 2, 3, 4, 5)	7	1% of BA B (\$453)	1% of BA B (\$462)
EL	1	1% of BA B (\$453)	1% of BA B (\$462)
Allied	1	1% of BA B (\$453)	1% of BA B (\$462)
Special Education	1	1% of BA B (\$453)	1% of BA B (\$462)
Instructional Coach	2	1% of BA B (\$453)	1% of BA B (\$462)
Title	1	1% of BA B (\$453)	1% of BA B (\$462)

PROGRAM COORDINATOR: ALTERNATIVE SITES

	2021-2022	2022-2023
Area Learning Center	3.5% of MA+60 C (\$2,126)	3.5% of MA+60 C (\$2,191)
Prairie Lakes Youth Programs	3.5% of MA+60 C (\$2,126)	3.5% of MA+60 C (\$2,191)

OTHER MISCELLANEOUS SERVICES

	2021-2022	2022-2023
Administratively Approved Curriculum Development	BA Step D (\$35.84)	BA Step E (\$37.85)
Adult Basic Education Instructor	\$28.15	\$29.00
ALC Summer School	BA Step D (\$35.84)	BA Step E (\$37.85)
Homebound Instructor	BA Step D (\$35.84)	BA Step E (\$37.85)
Pre-Approved Mileage Rate	IRS rate per mile	IRS rate per mile
Summer School Instructor	BA Step D (\$35.84)	BA Step E (\$37.85)

APPENDIX C for 2021-2022 & 2021-2023

COMPENSATION TO TEACHERS FOR EXTRA CURRICULARS

***Note: Due to the structure change with Athletics and Co-Curriculars, coaches or advisors employed during the 2017-2018 school year that would be compensated at a lower rate in future years with this new model will be frozen at their 2017-2018 rate of pay until the new rates exceed their 2017-2018 pay rate.

Athletics 2021-2022				
Title	SH Head	SH Assistant	MS Head	MS Assistant
Football	\$6,344	\$4,758	\$3,363	\$2,521
Hockey	\$5,519	\$4,139	\$2,926	\$2,194
Gymnastics	\$6,217	\$4,663	\$3,296	\$2,471
Basketball	\$6,217	\$4,663	\$3,296	\$2,471
Soccer	\$5,963	\$4,472	\$3,160	\$2,370
Wrestling	\$5,844	\$4,383	\$3,097	\$2,323
Track	\$5,844	\$4,383	\$3,097	\$2,323
Baseball/Softball	\$5,725	\$4,294	\$3,034	\$2,276
Volleyball	\$5,725	\$4,294	\$3,034	\$2,276
Swim/Dive	\$5,610	\$4,209	\$2,974	\$2,230
Cardettes	\$5,610	\$4,209	\$2,974	\$2,230
Tennis	\$5,499	\$4,124	\$2,913	\$2,185
Golf	\$5,499	\$4,124	\$2,913	\$2,185
Cross Country	\$5,499	\$4,124	\$2,913	\$2,185
Nordic Ski	\$5,499	\$4,124	\$2,913	\$2,185
Strength & Conditioning (SH)	\$2,748	\$2,061	\$1,457	\$1,093
Strength & Conditioning (MS)	\$1,457	\$1,093	\$772	\$579
Equipment Manager	\$2,694	NA	\$1,428	NA
Athletic Director – MS.			\$8,886	

Co-Curriculars - Musical 2021-2022

Title	Senior High	Middle School
Musical Director	\$3,979	\$2,985
Music Director	\$3,979	\$2,985
Scene Design & Construct	\$3,900	\$3,900
Orchestra Director	\$2,434	\$1,826
Lighting & Sound	\$1,155	\$1,155
Choreographer	\$1,990	\$1,492
Costumes & Makeup	\$1,155	\$1,155
Rehearsal Accompanist (SH Only)	\$43 per practice	NA

Co-Curriculars 2021-2022		
	Senior High	MS
Robotics Coach	\$2,965	NA
Tech Challenge Advisor	\$2,965	NA
Speech	\$2,846	\$2,135
Prom Director	\$2,789	NA
Yearbook Advisor	\$2,734	\$2,050
Senior Class Advisor	\$2,787	NA
Student Council Advisor	\$2,787	\$2,091
Knowledge Bowl Advisor	\$2,732	\$2,049
National Honor Society Advisor	\$2,677	NA

Appendix C for 2022-2023
Extra-Curricular Salary Information

Section 1. Definitions: For the purposes of appendix c, extra-curricular will refer to any position (co-curricular musical, co-curricular, or athletic) unless specifically stated.

Section 2. Committee Members: A committee of 12 will be appointed to serve as the appendix c committee. This committee will handle the processes of determining placement on the appendix c salary schedule. The committee will also make recommendations on coach position pay. Recommendations from this committee will be brought to the negotiations team during negotiations for consideration into the teacher contract.

Subdivision 1: The committee will be made up of the following representatives. F-I shall be appointed by the exclusive representative. Gender and varsity/MS level representation will be taken into consideration.

- a. Director of Human Resources
- b. Senior High Principal
- c. Senior High Activity Director
- d. Middle School Activity Director
- e. School Board Member
- f. 2 Education Minnesota - Willmar Negotiators
- g. 2 Athletic Coaches
- h. 2 Co-Curricular Coaches
- i. 1 Co-Curricular Musical Representative

Section 3. Review of Banding and Grading: The appendix c committee shall meet at minimum three times per year (fall, winter, and spring) to review the banding and grading of extra-curricular positions. The committee will also meet to review banding and grading for new extra-curricular positions.

Section 4. Appendix C Handbook: The appendix c committee will work to develop a handbook to lay out specific procedures related to appendix c. This handbook will include an updated appendix c salary schedule based on an updated 17 district comparison. This handbook will also include procedures for the following aspects of appendix c: the request for additional review process, how to add an extra curricular, and the regular banding and grading review process.

Section 5. Longevity Pay: Longevity is based upon years of continuous service within the same extra-curricular. A break in service starts the "longevity clock" over. If a coach resigns and comes back with no 'break in service' or no missed time within the extra-curricular, then longevity continues.

Based upon years in extra-curricular (paid per extra-curricular)

- 4th year assignment - 4% additional pay from base stipend amount
- 7th year assignment - 7% additional pay from base stipend amount
- 10th year assignment - 10% additional pay from base stipend amount
- 15th year assignment - 15% additional pay from base stipend amount
- 20th year assignment - 20% additional pay from base stipend amount
- 25th year assignment - 25% additional pay from base stipend amount

Section 6. Postseason Pay: Postseason stipends are paid per event assuming the events are on different days. Postseason is defined as any competition (including Knowledge Bowl, Robotics, and MSHSL) following the last guaranteed competition for which all teams are

eligible. For any additional postseason event, coaches will receive a stipend. Postseason stipend caps are per season/extra curricular.

Athletics - Head Coaches receive \$125 stipend per event with a cap of \$500 for post season events.

Athletic Assistant Coaches receive \$75 per event with a cap of \$300.

Co-Curricular Head Coaches receive \$75 per event with a cap of \$300.

Co-Curricular Assistant Coaches receive \$50 per event with a cap of \$200.

Pep band directors receive \$75 per event with a cap of \$300 per season.

Section 7. Structural Changes: Due to the structure change with athletics and co-curriculars, coaches or advisors employed during the 2017-2018 school year that would be compensated at a lower rate in future years with this new model will be frozen at their 2017-2018 rate of pay until the new rates exceed their 2017-2018 pay rate.

Section 8. Salary Schedule: The 2022-2023 Extra Curricular salary schedule is based on current banding and grading of all positions. An updated salary schedule will be published and implemented in September 2022 containing up to date numbers using the 17 district data. The table below is an estimate based on current settlements. (Place new salary schedule below)

Athletics 2022-2023				
Title	SH Head	SH Assistant	MS Head	MS Assistant
Football	\$6,410	\$4,808	\$3,397	\$2,548
Hockey	\$6,282	\$4,711	\$3,329	\$2,497
Gymnastics	\$6,282	\$4,711	\$3,329	\$2,497
Basketball	\$6,282	\$4,711	\$3,329	\$2,497
Soccer	\$6,025	\$4,519	\$3,193	\$2,395
Wrestling	\$5,905	\$4,429	\$3,130	\$2,347
Track	\$5,905	\$4,429	\$3,130	\$2,347
Baseball/Softball	\$5,784	\$4,338	\$3,066	\$2,299
Volleyball	\$5,784	\$4,338	\$3,066	\$2,299
Swim/Dive	\$5,669	\$4,252	\$3,004	\$2,253
Cardettes	\$5,669	\$4,252	\$3,004	\$2,253
Tennis	\$5,555	\$4,166	\$2,944	\$2,208
Golf	\$5,555	\$4,166	\$2,944	\$2,208
Cross Country	\$5,555	\$4,166	\$2,944	\$2,208
Nordic Ski	\$5,555	\$4,166	\$2,944	\$2,208
Strength & Conditioning (SH)	\$2,778	\$2,083	\$1,472	\$1,104
Strength & Conditioning (MS)	\$1,472	\$1,104	\$780	\$585
Equipment Manager	\$2,722	NA	\$1,443	NA
Athletic Director – MS.			\$9,153	

Co-Curriculars - Musical 2022-2023		
Title	Senior High	Middle School
Musical Director	\$4,229	\$3,172
Music Director	\$4,229	\$3,172
Scene Design & Construct	\$4,144	\$3,108
Orchestra Director	\$1,640	\$1,230
Lighting & Sound	\$1,226	\$920
Choreographer	\$2,115	\$1,586
Costumes & Makeup	\$1,226	\$920
Rehearsal Accompanist (SH Only)	\$45 per practice	NA

Co-Curriculars 2022-2023		
	Senior High	MS
Robotics Coach	\$4,325	NA
Tech Challenge Advisor	\$4,325	NA
Speech	\$4,159	\$3,119
Prom Director	\$4,076	NA
Yearbook Advisor	\$3,994	\$2,996
Senior Class Advisor	\$3,909	NA
Student Council Advisor	\$3,909	\$2,932
Knowledge Bowl Advisor	\$3,831	\$2,873
National Honor Society Advisor	\$3,755	NA

APPENDIX D

MEMORANDUM OF AGREEMENT Domestic Partner

This Memorandum of Agreement (“MOA”) is entered into between Independent School District No. 347, Willmar Public Schools (hereafter “School District”) and Education Minnesota-Willmar (“Union”). The District and the Union may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff (“teachers”), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2019-2021 exists between the District and the Union and a 2021-2023 Master Agreement is being negotiated between the District and the Union; and

WHEREAS, the Parties would like to allow a teacher the ability to use sick leave and bereavement leave equal to that of a spouse for a domestic partner, registered with the district, and

NOW THEREFORE, the Parties hereby agree to the following:

1. Domestic Partner Form. A teacher and their domestic partner will complete the Domestic Partner Form and must provide evidence in at least two of the categories on the form. The form must be filed with the Director of Human Resources.
2. Term. This MOA expires on June 30, 2023 unless re-ratified by the Parties or incorporated into the Master Agreement.
3. No Precedent. Nothing in this MOA may be deemed to establish an interpretation of any provision in the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the Union and the District. No party may submit this MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than the enforcement of this Agreement.
4. Disagreements and Grievances. If any issues arise out of this MOA, the Parties shall discuss the issue in order to find an agreeable solution. If the Parties cannot come to an agreement following this discussion, then this MOA is subject to the grievance procedure in the Master Agreement.
5. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to this matter and replaces any prior or contemporaneous agreement, whether written or oral. Neither Party has relied on any statements or promises on this issue that are not set forth in this document. This MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by all Parties.

6. Equal Drafting. In the event that any person asserts or concludes that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the Parties.

By signing below, each Party specifically acknowledges that it has read, understands, and agrees to be legally bound by all the terms of this Memorandum of Agreement.

UNION

Tamara J. Knapper
Tamara J Knapper (May 7, 2022 16:41 CDT)

Representative

May 25, 2022

Date

SCHOOL DISTRICT

Justin Bos
Justin Bos (May 18, 2022 09:43 CDT)

Board Chair

May 18, 2022

Date

MEMORANDUM OF AGREEMENT

School Readiness

This Memorandum of Agreement (“MOA”) is entered into between Independent School District No. 347, Willmar Public Schools (hereafter “School District”) and Education Minnesota-Willmar (“Union”). The District and the Union may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff (“teachers”), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2019-2021 exists between the District and the Union and a 2021-2023 Master Agreement is being negotiated between the District and the Union; and

WHEREAS, the Parties have a tentative agreement regarding Article XII – School Readiness; and

WHEREAS, the tentative agreement will impact programming for the following school year; and

WHEREAS, the Parties have agreed to make changes to the School Readiness language and implement with the 2022-2023 school year; and

NOW THEREFORE, the Parties hereby agree to the following:

1. Article XII – SCHOOL READINESS will change to:

Section 1. Terms and Conditions. The terms and conditions for School Readiness Instructors will be the same as those agreed upon in the teacher’s Master Contract unless specified in this article.

Section 2. Preparation Time. Preparation time for School Readiness teachers will be a minimum of 560 minutes of preparation time during the student contact day over a (2) two-week period or its equivalency over a (9) nine-month contract. Placement of preparation time for the School Readiness teachers may be before or after the student contact day to enhance scheduling and course offerings.

Section 3. Professional Time.

Teachers will have 300 minutes of professional time over a (2) two-week period or its equivalent over a (9) nine-month contract, scheduled in no less than 15 minute increments, during the 8 hour basic duty day. Professional time is used to conduct professional business inclusive of collaborating/meeting with other staff, administrators, parents, etc., but is exclusive of PLC (Professional Learning Community) meeting time. The administrator of the building and manager of PreK programming, with input from the building leadership team, will determine when professional time will be scheduled during the duty day.

Section 4. Activities Beyond Basic Day. In addition to the basic school day, teachers may be required to participate in School District activities beyond the teacher’s basic day. This is not to be construed to include extra-curricular activities.

Section 5. Probationary Period. School Readiness Instructors shall receive a probationary period of three (3) years from their first day of actual service. After completion

of this period, they may be discharged only for just cause as determined by a neutral arbitrator, but have no continuing contract rights pursuant to Minnesota Statutes, Section 122A.40, as amended

2. Article X – Hours of Service, Section 3, Starting and Ending Times, will change to: The determination of the starting and ending of the school day and the scheduling of classes shall be made by the School Board to accommodate the varying conditions amongst PreK-12.
3. Term. This MOA expires upon ratification of the 2023-2025 Collective Bargaining Agreement.
4. No Precedent. Nothing in this MOA may be deemed to establish an interpretation of any provision in the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the Union and the District. No party may submit this MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than the enforcement of this Agreement.
5. Disagreements and Grievances. If any issues arise out of this MOA, the Parties shall discuss the issue in order to find an agreeable solution. If the Parties cannot come to an agreement following this discussion, then this MOA is subject to the grievance procedure in the Master Agreement.
6. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to this matter and replaces any prior or contemporaneous agreement, whether written or oral. Neither Party has relied on any statements or promises on this issue that are not set forth in this document. This MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by all Parties.
7. Equal Drafting. In the event that any person asserts or concludes that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the Parties.

By signing below, each Party specifically acknowledges that it has read, understands, and agrees to be legally bound by all the terms of this Memorandum of Agreement.

UNION

Tamara J. Knapper
Representative

May 25, 2022
Date

SCHOOL DISTRICT

Justin Bos
Justin Bos (May 18, 2022 08:41 CDT)
Board Chair

May 18, 2022
Date












Final Teacher Master Agreement 21-23.

Final Audit Report

2022-05-25

Created:	2022-05-18
By:	Jena Tollefson (tollefsonjl@willmar.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApvo0PuvSLk6rbVzVe4TnwpZ4P_FTC6mZ

"Final Teacher Master Agreement 21-23." History


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 Agreement completed.

2022-05-25 - 9:41:07 PM GMT