

2023-25 MASTER CONTRACT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 656
FARIBAULT, MINNESOTA**

AND THE

FARIBAULT EDUCATION ASSOCIATION

EM-NEA-AFT

**MASTER CONTRACT
2023-25 TABLE OF CONTENTS**

	<u>Page</u>
TABLE OF CONTENTS	1-3
ARTICLE I	4
PURPOSE	4
ARTICLE II	4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III	4
DEFINITIONS	4
ARTICLE IV	5
SCHOOL DISTRICT RIGHTS	5
ARTICLE V	5
TEACHER RIGHTS	5
ARTICLE VI	5
DURATION	5
ARTICLE VII	6
ASSOCIATION SECURITY	6
ARTICLE VIII	7
PERSONNEL FILES	7
ARTICLE IX	8
GRIEVANCE PROCEDURE FOR PROFESSIONAL LICENSED PERSONNEL	8
ARTICLE X	9
TEACHER DISCIPLINE	9
ARTICLE XI	10
LEAVES OF ABSENCE	10
ARTICLE XII	11
SABBATICAL LEAVE	11
ARTICLE XIII	13
SICK LEAVE	13
ARTICLE XIV	14
PERSONAL LEAVE	14
ARTICLE XV	15
MATERNITY/FAMILY LEAVE	15
ARTICLE XVI	16
ADOPTION LEAVE	16
ARTICLE XVII	16
RELEASED TIME	16
ARTICLE XVIII	17
MEET AND CONFER	17
ARTICLE XIX	17
BASIC SCHEDULES AND RATES OF PAY	17

ARTICLE XX	19
DEPARTMENT CHAIRPERSONS/K- 12 CURRICULUM LEADERS	19
ARTICLE XXI	20
HOURS OF SERVICE	20
ARTICLE XXII	22
UNREQUESTED LEAVE	22
ARTICLE XXIII	25
LENGTH OF SCHOOL YEAR	25
ARTICLE XXIV	26
PART TIME	26
ARTICLE XXV	26
INSURANCE	26
ARTICLE XXVI	29
WORKERS' COMPENSATION	29
ARTICLE XXVII	30
POST-EMPLOYMENT INSURANCE	30
ARTICLE XXVIII	30
VACANCIES	30
ARTICLE XXIX	31
POLICY INPUT	31
ARTICLE XXX	31
SCHOOL CONFERENCE AND ACTIVITIES LEAVE	31
ARTICLE XXXI	32
COMPENSATORY LEAVE	32
ARTICLE XXXII	33
RELATED STUDENT SERVICES	33
ARTICLE XXXIII	33
TEACHERS ASSIGNED TO DISTRICT/BUILDING COMMITTEES	33
ARTICLE XXXIV	33
PEER REVIEW/PEER COACHING	33
ARTICLE XXXV	34
MATCHING FUNDS 403(b) PLAN	34
ARTICLE XXXVI	34
INNOVATIVE AND PILOT PROGRAMS	34
ARTICLE XXXVII	35
TEACHER PROFESSIONAL DEVELOPMENT AND MENTOR/MENTEE PROGRAM	35
ARTICLE XXXVIII	35
STAFF SHARING	35
ARTICLE XXXIX	35
TEACHER ON SPECIAL ASSIGNMENT	35
ARTICLE XL	36
RETIREMENT HEALTH REIMBURSEMENT ACCOUNT	36
ARTICLE XLI	37

TEACHER EVALUATION AND SUPERVISION	37
APPENDIX A	37
BASIC SCHEDULES AND RATES OF PAY	37
FOR EARLY CHILDHOOD, ELEMENTARY AND SECONDARY STAFF	37
APPENDIX A-1	40
2023-25 SALARY SCHEDULE PRE-K/K-12 PROGRAMS	40
APPENDIX A-2	40
2023-25 SALARY SCHEDULE PRE-K/K-12 PROGRAMS	40
APPENDIX B	41
EXTRACURRICULAR ACTIVITY SALARY SCHEDULE	41
APPENDIX B	42
EXTRACURRICULAR ACTIVITY SALARY SCHEDULE	42
APPENDIX C	44
MISCELLANEOUS SALARY PAYMENTS	44
APPENDIX D	45
GRIEVANCE REPORT FORM	45
CALENDAR	47
DOCUMENT AUTHORIZATION	48

ARTICLE I PURPOSE

Section 1. Parties: This Contract is entered into between Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as the School District, and the Faribault Education Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Contract.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

Subd. 1. In accordance with the P.E.L.R.A. the School District recognizes the Faribault Education Association as the Exclusive Representative of teachers employed by the School District of Independent School District No. 656, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Contract.

Subd. 2. The School District agrees not to negotiate with or recognize any teachers' organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of this School District in accordance with the P.E.L.R.A.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the School District as defined in this contract.

ARTICLE III DEFINITIONS

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

Section 2. Teacher:

Subd. 1. "Teacher" shall mean all persons in the appropriate unit as determined by P.E.L.R.A. and employed by the School District in a position for which the person must hold a Tier 3 or Tier 4 license by the State of Minnesota, or in a position of physical therapist or occupational therapist; but shall not include Superintendent, assistant Superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, and emergency employees.

Subd. 2. The exclusions of Subd. 1., (above) shall not apply to:

- (1) A licensed teacher hired by the School District to replace an absent teacher and where the replacement teacher is employed more than thirty (30) working days as a replacement for that absent teacher.
- (2) A licensed teacher hired by the School District for a teaching position created by increased enrollment, curriculum expansion, courses which are a part of the curriculum whether offered annually or not, or other appropriate reasons.

Subd. 3. Also not included in Subd. 1., (above) is an individual who renders part-time teaching service for less than 300 hours in a fiscal year as an instructor in an Adult Vocational Education program.

Subd. 4 Individuals who hold a Tier 1 and Tier 2 license from the State of Minnesota will receive all benefits included in this Contract except Article XXII Unrequested Leave of Absence language.

Section 3. Daily Wage: The daily wage of teachers is the annual wage divided by the number of days employed.

Section 4. Other Terms: Terms not defined in this Contract shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide equal educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Master Contract shall perform the teaching and professional school-related services prescribed by the School District and shall be governed by laws of the State of Minnesota and by School District rules, regulations, directives, and other valid orders issued from time-to-time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract or are not inconsistent with normally accepted professional duties.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A. nothing contained in this Contract 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, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative if there be one.

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. Residual Rights: Any tape or publication or other educational material produced or written by a teacher shall not be sold by the School District without written permission of the teacher.

ARTICLE VI DURATION

Section 1. Term and Reopening: This Contract shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter pursuant to the P.E.L.R.A. provided, however, that no increments or lane changes shall be made after June 30, 2025, until a new Master Contract is executed. If either Party desires to modify or amend this contract commencing on July 1, 2023, it shall give written notice of such intent no later than one hundred twenty (120) days prior to the expiration of this contract. Unless otherwise mutually agreed, the Parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Contract.

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

Section 3. Finality: Any matters relating to the current Contract term, whether or not referred to in this Contract, shall be open for negotiations and revision only through the voluntary, mutual consent of the Parties in written signed amendment to this Contract.

Section 4. Severability: The provisions of this Contract shall be severable, and if any provisions thereof or

the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provisions thereof.

Section 5. Conformity to Law: The School District, the Exclusive Representative, and all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations and orders of the State Board of Education, and valid rules, regulations, and orders of state and federal governmental agencies. Any provisions of this Contract 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 6. Individual Contracts and Letters of Assignment:

Subd. 1. The initial employment of the teacher in the School District shall be by written individual contract, signed by the teacher, the School Board chairperson, and the clerk. All subsequent employment of the teacher in the School District shall be by written contract, signed by the teacher, the School Board chairperson, and the clerk, except where there is a Contract covering the employment of the teacher. Any individual contract between the School District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling.

Subd. 2. After initial employment the School District may issue either Notices of Assignment or individual contracts to all teachers. Any Notice of Assignment or individual contract between the School District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Contract. If the Notice of Assignment or individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling. Within thirty (30) days of the execution of this Contract, Notices of Assignment or individual contracts shall be issued to all teachers. In a non-bargaining year, individual Notices of Assignment or individual contracts shall be issued by April 1.

Section 7. Publication of the Contract: Copies of this Contract entitled "Master Contract between the Faribault School District #656 and the Faribault Education Association, EM - NEA - AFT" shall be printed at the expense of the School District within thirty (30) working days after the Contract is signed and copies shall be furnished to the Exclusive Representative for distribution to the teachers represented by the Exclusive Representative. The School District shall furnish copies to all new teachers who will become a member of the bargaining unit. The School District shall furnish twenty (20) copies of the Master Contract to the Association for its use.

**ARTICLE VII
ASSOCIATION SECURITY**

Section 1. Dues Deduction:

Subd. 1. Any teacher who is a member of the Faribault Education Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in said organization, including state and national organizations. Such authorization shall continue in effect from year-to-year unless revoked in writing. Pursuant to such authorization, the School District shall deduct equal amounts of such dues from the regular salary check of the teacher. Such deductions to continue from each monthly check over a nine (9) month period unless revoked as specified above. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments from the remaining checks.

Subd. 2. The School District agrees to promptly remit membership dues to the respective organization within five (5) working days as stated in Article XIX, Section 11, Subd. 1. This sum will be accompanied by an alphabetical list of teachers for whom such deductions have been made and will indicate any changes in personnel from the list previously furnished. The organizations agree to advise the School District of all members of the organization in good standing from time-to-time and to furnish any other information needed by the School District to fulfill the provisions of this Article and not otherwise available to the School District.

Section 2. Conduct of Association Business: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations or classes in

session. The School District agrees to allow the Association to use its facilities and resources for the purpose of communicating to its members, provided that such use will not cause extra School District expense or dedication of additional School District resources. The School District's resources include, but are not limited to, the use of e-mail, School District mailboxes, a designated bulletin board in each building, and telephone system. The Association agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 3. Right to Use Equipment: The organizations shall have the permission to use school equipment when such equipment is not otherwise in actual use. No equipment, however, shall be removed from school property without permission from the administration. The School District may charge its cost for the use of rental equipment and supplies.

Section 4. Right to Financial Information: The School District agrees to furnish to the Association, upon request, information concerning the financial resources of the School District, including but not limited to: annual financial reports and audits, register of licensed personnel, budgetary requirements and allocations, treasurer's report, names and addresses of all teachers and salary paid to them for regularly scheduled work, and such information which may be necessary for the Association to process any grievance. The Association agrees to pay the cost of reproduction of any of the documents requested.

Section 5. Teacher Rights Under Law: Nothing contained herein shall be construed to deny or restrict rights any teacher may have under the existing laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by such laws and regulations.

Section 6. Right to Use School Buildings: The Association and its representatives shall have the right to use school buildings for meetings when not previously scheduled, provided that when special custodial service is required, the School District may make a reasonable charge. Provided, however, that reasonable notice is given to the building principal/director in which the proposed meeting is to be held.

Section 7. Association Leave:

Subd. 1. At the beginning of every school year, the Faribault Education Association shall be credited with one hundred-twenty (120) hours to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association will reimburse the School District for the cost of substitutes for said time. The Association agrees to notify the School District and the immediate supervisor of person or persons involved at least forty-eight (48) hours prior to the date for intended use of said leave. Time granted off to representatives of the Association under the provisions of P.E.L.R.A. for mediation or arbitration, shall not be considered as part of this one hundred-twenty (120) hours. Any leave granted herein to the Association shall not be granted or extended to any competing labor or employee organizations. Said leave shall not be cumulative.

Subd. 2. Six (6) teachers engaged during the school day in mediation will be released from regular duties without loss of salary. Up to three (3) additional teachers will be released by the Association paying the cost of substitutes. Three (3) teachers engaged during the school day in arbitration will be released without loss of salary. One additional teacher will be excused for arbitration by the Association paying the cost of the substitute.

**ARTICLE VIII
PERSONNEL FILES**

Section 1. Availability and Reproduction: All evaluations conducted by individuals employed and licensed as administrators and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the files, except pre-employment references, at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 2. Notification: A teacher shall be notified before any item is placed in his/her personnel file provided, however, that no such notification shall be required on Social Security numbers, TRA numbers,

transcripts, teacher licenses, and material concerning which the written consent of the teacher has previously been obtained. Evidence of notification of the teacher shall be in the form of the teacher's signature upon the item so placed in his/her file, which signing shall not evidence approval or disapproval or consent or lack of consent, but shall evidence notification only. In the event of the teacher's refusal to sign the item, the endorsement thereon by the School District's representative in the presence of a subscribing witness to that effect shall be included and shall be sufficient.

ARTICLE IX

GRIEVANCE PROCEDURE FOR PROFESSIONAL LICENSED PERSONNEL

Section 1. Purpose: This Article shall provide a method of resolving grievances as required by P.E.L.R.A.

Section 2. Definitions:

Subd. 1. A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions contained in this Contract.

Subd. 2. The "aggrieved person" is the person or persons making the grievance. If in the judgment of the Association, the grievance affects a group of more than one (1) teacher, it may be presented by the Association at the Superintendent's level.

Subd. 3. The term "teacher" is defined as any person represented by the Faribault Education Association and/or licensed to instruct in the Faribault Public Schools.

Subd. 4. The term "day" shall mean a teacher workday of the pre-K-12 calendar for pre-K-12 teachers.

Section 3. Procedure:

Subd. 1. Purpose: The primary purpose of this procedure is to secure at the earliest level, equitable solutions to the grievance. Before submitting a grievance, the aggrieved person or persons shall discuss it with the teacher's immediate supervisor individually or together with a representative of the Faribault Education Association. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 15, the time limit may be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

Subd. 2. Levels of Grievance:

Level 1. In the event the alleged grievance is not settled through an informal discussion, a written grievance shall be submitted to the principal or administrator involved. This written grievance may be presented by the aggrieved person individually, jointly with the representative of the Faribault Education Association, or by the Faribault Education Association representative. Within ten (10) days of receipt of the grievance by the principal or administrator involved, they shall render a decision in writing.

Level 2. In the event the aggrieved person or persons is not satisfied with the disposition of the grievance at Level 1, the teacher may appeal the grievance by filing the same grievance with the Superintendent of schools within five (5) days after receiving the decision.

Level 3. Within ten (10) days of receipt of the grievance by the Superintendent of schools or designee, they shall render a decision in writing. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent of schools or designee, the teacher may appeal the grievance by filing the same grievance with the secretary of the School Board or other designee of the Board within ten (10) days. The School Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall conduct a hearing on the grievance. A decision in writing shall be rendered by the School Board within ten (10) days of the hearing or following the next regularly scheduled School Board meeting.

Level 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the grievance may be submitted to arbitration by written request for arbitration as provided by P.E.L.R.A. within twenty (20) days. The School Board and the Faribault Education Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The

arbitrator shall have no power to alter, add to, or subtract, from the terms of the Master Contract. Both parties agree to be bound by the award of the arbitrator as provided by P.E.L.R.A. and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4. Rights of Representation: Any aggrieved person may be represented at all meetings and all hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by a person acting as an official officer, agent, or other representative of any organization other than the Faribault Education Association, or its designee. Provided, further, that when a teacher is not represented by the Faribault Education Association, the Faribault Education Association or its designee shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 5. Miscellaneous:

Subd. 1. The grievance may be withdrawn at any level, without prejudice.

Subd. 2. Failure to file an appeal from one level to another within the time limits herein prescribed shall constitute a waiver of the grievance.

Subd. 3. No reprisal of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation, except that such participation shall not give immunity for wrong-doings, professional ethics violations or any other charges that may result from information disclosed during the grievance procedure.

Subd. 4. Forms for filing and processing grievances, jointly agreed to by the Superintendent and the Members' Rights Council as set forth in Appendix D shall be printed by the Superintendent of schools, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Subd. 5. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance, but shall not include any information which violates an individual's right of privacy under state and federal statutes.

Subd. 6. If a teacher does not file a grievance in writing within twenty (20) days after the occurrence, then the grievance shall be considered as waived. The administration may, upon the request of the aggrieved person or his/her representatives, waive this section on behalf of the teacher.

- a. "Occurrence" for the purpose of this grievance procedure shall be defined as the act when the aggrieved action is taken by the School Board, administration, or official resolution or motion passed by the School Board declaring their intent to carry out an act at some future date. The period of time in which to file a grievance shall commence to run when the aggrieved party learns of the alleged aggrieved action.

Subd. 7. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties. Provided, however, in the event that it is agreed by the School Board or by the arbitrator during Level 4 to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the School Board or arbitrator shall be released from assigned duties without loss of salary.

**ARTICLE X
TEACHER DISCIPLINE**

Section 1. Purpose: In the event an administrator, after using reasonable and prudent judgment, finds it necessary to discipline a teacher, such action will take place according to the following conditions.

Section 2. Procedure:

Subd. 1. Any disciplinary action by an administrator shall be conducted in private and not in the presence of students, teachers, or other school employees except School District administrators unless failure to act immediately might prove harmful to the health and welfare of the students.

Subd. 2. If, in the reasonable judgment of the teacher being disciplined, the teacher believes the nature of the action is unduly severe for the alleged infraction, the teacher shall so inform the administrator administering said action and shall be allowed a reasonable time to contact a building representative and be apprised of a course of action. If the building representative judges the action to be unduly severe for the alleged infraction, they shall so inform the administrator and shall be allowed to be present to represent the teacher during the remainder of the discussion.

Subd. 3. In the event that a disciplinary action is of such a nature that a written statement might be placed in a teacher's personnel file, the teacher shall have the right to have a representative at the meeting when the teacher is informed of the proposed action and any subsequent meetings. The administrator shall furnish the teacher with a copy of the proposed action which shall include the reasons for the action.

Subd. 4. No disciplinary action shall be taken against a teacher without just cause, and any disciplinary action is grievable except when the action is the basis for termination or nonrenewal of contract pursuant to M.S. 122A.40.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Academic Study/Related Work: A Leave of Absence for academic study or other related work may be granted under the following conditions.

Subd. 1. Eligibility: The teacher must have taught in the Faribault School District for four (4) years.

Subd. 2. Application and Proposed Study: An application and proposed plan shall be presented to the Superintendent at least six (6) weeks before the end of the school semester. The leave must start at the beginning of a new semester and must be for a period of at least one (1) semester.

Subd. 3. Approval: The Superintendent will refer the request to the Continuing Education Committee who will determine the appropriateness of the applicant's program in terms of professional growth and forward the evaluation to the Superintendent and the School District.

Subd. 4. Position Upon Return: The teacher will be returned to his/her former position, or one comparable to it, unless mutually agreed upon by the teacher and the Superintendent.

Subd. 5. Substitute Teacher: A suitable substitute must be available.

Subd. 6. Salary:

- a. The teacher will be paid no salary or benefits for the time of the leave but will retain his/her place on the salary schedule.
- b. The teacher shall not receive experience credit on the schedule for the term of the leave.
- c. The teacher may remain a member of group insurance plans by paying the entire premium.
- d. The teacher will accrue no seniority for the term of the leave.

Subd. 7. Fellowships: Fellowships have no bearing on the decision to grant the leave.

Section 2. Extended Leave of Absence: An extended Leave of Absence may be granted as provided in M.S. 122A.46. Such request for an Extended Leave of Absence must be submitted to the Human Resources Office no later than May 1st.

Section 3. Judicial Leaves of Absence:

Subd. 1. A teacher shall be excused for jury duty or when summoned to appear before any judicial or administrative tribunal.

Subd. 2. In any of the above instances, the teacher will be compensated for the difference between teaching pay and the pay received for the performance of such obligation.

Section 4. Professional Leave of Absence:

Subd. 1. Application and Purpose: A Leave of Absence of up to three (3) years shall be granted to any teacher upon application for the purpose of serving as an elected full-time officer of Education Minnesota.

Subd. 2. Compensation: The teacher will be paid no salary or benefits for the time of the leave nor receive experience credit on the salary schedule nor accrue seniority for the term of the leave, but will retain his/her place on the salary schedule.

Subd. 3. Insurance: The teacher may remain a member of group insurance plans by paying the entire premium.

Subd. 4. Position Upon Return: The teacher will be returned to his/her former position, or to a position for which the teacher is licensed, unless mutually agreed upon by the teacher and the Superintendent.

Section 5. Civic Leave of Absence: Recognizing that civic participation should be encouraged on the part of teachers, no deduction shall be made for necessary participation during the school day. The Superintendent must determine in advance whether civic participation is necessary.

Subd. 1 Military Leave of Absence: Teachers returning from being deployed, in addition to what is provided by law and/or this Contract, will also have the following provisions:

- b. Teacher will be returned to his/her former position, if the position exists, unless mutually agreed upon by the teacher and the Superintendent.
- c. Upon return from Military duty, the teachers' spouse. If also employed by the District, may take up to ten (10) days of paid leave. Of these ten days, the first five days shall be provided by the district with no loss of pay or accumulated time for the teacher. The last five days, the teacher may substitute any accrued paid leave for this leave (sick, personal, or compensatory leave). Nothing in this section requires that the last five days of the leave be a paid leave.

Section 6. Professional Workshop or Visitation Leave: A teacher may attend a professional workshop or professional visitation during school time without loss of salary upon authorization of the Superintendent or his/her designee.

ARTICLE XII SABBATICAL LEAVE

Section 1. Purpose: Sabbatical Leave shall be either for one year or one school semester, or shorter, and whenever possible coincide with School District calendar, with leave commencing at the beginning of the period from which leave is taken. Sabbatical Leave will be available and shall be granted under the following conditions.

Section 2. Eligibility: The teacher must have taught in the Faribault School District for seven (7) years. A request for a second Sabbatical Leave shall be only after seven (7) years of teaching following the first leave and may be granted at the discretion of the School District.

Section 3. Application and Proposed Study Plans:

Subd. 1. Pre K-12 Teachers: An application with a copy to the immediate supervisor and a tentative plan of study must be presented to the Superintendent before April 1st for a one-year Sabbatical Leave and for any shorter leave commencing at the start of the school year. At least eight (8) weeks notice must be given for any leave commencing after the start of the school year. Teachers who are granted Sabbatical Leave must pursue a graduate school level program and must earn a minimum of twenty-seven (27) quarter credits or twelve (12) semester credits (or the equivalent on research projects) during the year, and a minimum of nine (9) quarter credits or six (6) semester credits during a semester leave. Individuals with programs approved/recommended by a college/university requiring less than these minimum amounts will also be eligible for Sabbatical Leave at a pro rata amount of the School District contribution including fringe benefits. Certain

undergraduate courses may be approved in specific cases. A leave for study in an area other than the individual's area of major concentration may be granted at the discretion of the School District.

Subd. 2. Secondary Vocational Teachers: An application with a copy to the immediate supervisor and a tentative plan of study must be presented to the Superintendent before April 1st for a one year Sabbatical Leave and for any shorter leave commencing at the start of the school year. At least eight (8) weeks notice must be given for any leave commencing after the start of the school year. Teachers who are granted Sabbatical Leave may use the leave to update their skills, gain re-licensure in their subject matter or field (Article XXII, Section 2., Subd. 4.), or gain initial Vocational licensure as may be required by the School District to maintain their employment.

Section 4. Approval:

Subd. 1. Pre K-12 Teachers: The Superintendent will refer the request to the Continuing Education Committee who will determine the appropriateness of the applicant's program in terms of professional growth in his/her teaching field and forward the evaluation to the Superintendent and the School Board for final action.

Subd. 2. Secondary Vocational Teachers: The Superintendent will refer the request to the Vocational Licensure Committee who will determine the appropriateness of the applicant's program in terms of professional growth in his/her teaching field and forward the evaluation to the Superintendent and the School Board for final action.

Section 5. Maximum Number on Sabbatical Leave: Sabbatical Leave shall be granted to not more than three (3) of the licensed staff at any one time and only one (1) licensed staff member may take leave for a given time or period from the following divisions of the School District: Pre-K-5th Grade, Middle School, and High School. If there are no applicants from one (1) division, then leave for more than one (1) licensed staff member from another division may be granted during that school year at the discretion of the School Board.

Section 6. Salary While on Leave: The salary of the teacher while on Sabbatical Leave would be one-half ($\frac{1}{2}$) of the basic salary (not to include extra assignments or extra weeks of employment) that the teacher would receive if they were a full-time staff member.

Section 7. Return to the School District: The teacher will be required to return to the school district for a minimum of two (2) consecutive years within five (5) years of completion of the leave. If they fails to do so for reasons other than incapacity to teach, they will be required to repay the financial grant including benefits in proportion to the time not fulfilled, unless placed on unrequested leave. The faculty member will be returned to his/her former position, or one comparable to it, unless mutually agreed upon by the teacher and the Superintendent.

Section 8. Fellowships: Teachers on Sabbatical Leave may accept scholarships or fellowships provided that the scholarship or fellowship contributes to the purpose intended to be served by the Sabbatical Leave. The acceptance of a scholarship or fellowship shall be approved by the Superintendent and the School Board.

Section 9. Credit for Sabbatical Leave Experience: The teacher will be granted credit equal to teaching experience on the salary schedule for the year of Sabbatical Leave. Thus they would advance on the salary schedule as though they had been teaching during the year.

Section 10. Term of Sabbatical Leave: The maximum length of Sabbatical Leave shall be one (1) school year, and credits earned shall be in accordance with the length of the leave.

Section 11. Fringe Benefits: During the Sabbatical Leave, fringe benefits such as hospital insurance, long-term disability, and term life insurance shall be kept in force as if the teacher were at work in the Faribault Schools.

ARTICLE XIII

SICK LEAVE

Section 1. Allowance:

Subd. 1. Rate of Accumulation for Full-time Teachers: At the beginning of each school year, each full-time teacher who is covered by the terms of this Contract and who works at least thirty (30) hours per week and is under contract for a minimum of twenty (20) days will be given ten (10) days of Sick Leave. Sick Leave will be prorated for teachers not employed for 185 days, excluding those on an approved leave of absence.

Subd. 2. Rate of Accumulation for Part-time Teachers: At the beginning of each school year, each part-time teacher who is covered by the terms of this Contract and who works at least ten (10) hours per week, but less than thirty (30) hours per week, and is under contract for a minimum of twenty (20) days will be given Sick Leave on a pro-rated basis based on the contracted FTE.

Subd. 3. Maximum Number of Days: Unused Sick Leave will accumulate to a maximum of one hundred sixty-five (165) days for full-time teachers and a prorata amount of 165 days for part-time teachers, i.e., a 3/5's teacher can accumulate 165 x 3/5's Sick Leave days.

Subd. 4. Extension of Sick Leave:

- a. After the accumulated Sick Leave has been used up during a school year, ten (10) days shall be granted at pay equal to the difference between a regular substitute's pay and the employee's base salary. This time may be extended at the discretion of the Superintendent.
- b. The Superintendent, at his/her discretion, may extend the maximum number of days for any individual if it be mutually beneficial to the individual and the school district.

Subd. 5. Payment: Any teacher who has accumulated the maximum number of sick days 165 and has not used the annual additional allotment (10 days) during the school year will receive payment of one one hundred twenty-five (\$125) dollars per unused day. The School District will deposit the payment into the Minnesota State Retirement System (MSRS) Health Care Savings Plan on or before July 31 of each calendar year. If the teacher has resigned or retired, the School District shall notify the teacher of the deposit prior to July 31 immediately following the deposit. The School District shall notify all other affected teachers of their deposits prior to September 1 immediately following the deposit.

Section 2. Definition of Sick Leave: Pursuant to M.S. 181.9413, Earned Sick and Safe Time Law will define sick leave. The above allowances are in effect for employees of the Faribault Public Schools only under the following circumstances:

Subd. 1. Personal Illness: Personal illness of the employee, including illness or disability caused or contributed to by pregnancy and childbirth, which prevents his or her attendance at school and the normal performance of duties.

Subd. 2. Critical Illness:

- a. Five (5) days' absence will be allowed for each critical illness in the immediate family, said leave to be deducted from Sick Leave. This allowance may be extended at the discretion of the School District in unusual circumstances.
- b. "Critical illness" means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside.
- c. "Immediate family" means spouse, domestic partner, children, father and mother, brothers and sisters, grandfather, grandmother and grandchildren, father-in-law, mother-in-law, former legal guardian, step-parents, daughter-in-law and son-in-law the staff member covered by the terms of this Contract.

Subd. 3. Specialist Appointments: Five (5) days' absence per year will be allowed for appointments for the teacher's immediate family with specialists for reasons other than routine physical examination and which require the teacher's presence. For purposes of this Subdivision only, "immediate family" means spouse, domestic partner, children, father and mother. The Superintendent may grant leave for specialist

appointments for individuals not listed in this subdivision when deemed necessary.

Subd. 4. Sick Or Injured Child Care Leave:

a. A teacher shall be allowed to use personal sick leave for absences due to illness or injury of the teacher's child.

b. Procedure: Pursuant to M.S. 181.9413, an employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average of twenty (20) or more hours per week during these twelve (12) months, may use sick leave for absences due to an illness or injury to the employee's child.

c. "Child" means an individual under eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 5. Sick Leave Deduction: Any leave, except Bereavement Leave, granted under this Article shall be deducted from Sick Leave, and the total days of entitled Sick Leave and accumulation are governed by Section 1, Subd. 1, 2, and 3.

Section 3. Medical Statement: The Superintendent or designee may require a teacher to complete and furnish a Medical Statement from a qualified physician as evidence of critical illness or specialist appointment for or in the immediate family. The School District will pay for any charge made by the physician to complete the certificate.

Section 4. Deduction from Sick Leave: Sick Leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Section 5. Verification: Sick Leave pay shall be approved only upon completion of a request through the School District's computer system. Verification will be completed within five working days of return. If the illness occurs within the last five (5) days of the teacher's school year the request shall be submitted upon return but no later than June 30 of the school year.

Section 6. Emergency Closings: In the event school is closed for the full day, teachers on sick leave will not be charged for that day. In the event school is closed after the start of the school day, teachers on sick leave will be charged a half day if school is closed before noon, or a full day if school is closed after noon.

Section 7. Leave of Absence Due to Illness: An employee who is unable to work due to personal illness or disability, and who has exhausted a minimum of ninety (90) accumulated paid Sick Leave days or has exhausted all accumulated Sick Leave days if less than 90, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year upon furnishing a medical certificate.

Section 8. Bereavement Leave:

Subd. 1. The School District will grant up to five (5) days Bereavement Leave to any teacher for a death in the immediate family. Immediate family shall be as defined in Section 2., Subd. 2, Paragraph c., of this Article, with the inclusion of brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, nieces, and nephews. The School District will grant up to one (1) day Bereavement Leave to any teacher for the death of aunts and uncles. The School District will grant up to one (1) day of Sick Leave to any teacher for the death of a close friend. Such leave may be extended at the discretion of the School District.

Subd. 2. A teacher using Bereavement Leave shall inform the Superintendent of such leave in writing stating inclusive dates, number of days used, and the relationship of the deceased.

**ARTICLE XIV
PERSONAL LEAVE**

Section 1. Purpose: The School District will grant three (3) days per year of time off for valid personal reasons of an exceptional nature. Under the following regulation, there will be no loss of pay or deduction from accumulated Sick Leave. Personal Leave is not cumulative, and will be approved in half or full day units.

Section 2. Procedure:

Subd. 1. The employee requesting Personal Leave must request the same through the School District computer system. The request for Personal Leave will be for purposes at the employee's discretion. Each

request must be submitted via the computer five (5) full days in advance of the date requested.

Subd. 2. No Personal Leave, granted or denied, may be taken on the first five (5) student days and the last five (5) student days of the school year.

Subd. 3. Restrictions of the use of Personal Leave as listed in Section 2, Subd. 2, above, may be waived by the approval of the Superintendent or Designee.

Subd. 4. The School District may waive restrictions in this Article and allow the teacher to take additional Personal Leave days for reasons of an exceptional nature, by paying the cost of the substitute.

Subd. 5. Any teacher who has not used the allotment of personal leave days during the school year will receive one hundred forty-five (\$145) dollars per unused day. If a teacher is on Step 13 on the Salary Schedule, the compensation will be deposited into an MSRS Health Care Savings Plan account. If a teacher is on Step 12 or lower on the Salary Schedule, the compensation will be paid directly to the teacher.

Section 3. Limitation: Not more than five (5) percent of the members of the bargaining unit may be allowed to take Personal Leave on the same day. The maximum number of days allowable under this Article is three (3). No leave shall be denied on the grounds the School District is unable to secure a substitute teacher.

Section 4. Emergency: If the reason for the leave is of such a nature that it is not feasible to apply in advance, teachers shall notify their immediate supervisor and the leave request may be completed by the teacher on the first day the teacher resumes his or her duty.

Section 5. Emergency Closings: In the event school is closed for the full day, teachers on personal leave will not be charged for that day. In the event school is closed after the start of the school day, teachers on personal leave will be charged a half day if school is closed before noon, or a full day if school is closed after noon.

ARTICLE XV MATERNITY/FAMILY LEAVE

Section 1. Maternity Leave: A teacher who is pregnant may take an extended Maternity Leave of Absence provided they follow the procedure herein set forth.

Section 2. Procedure:

Subd. 1. A pregnant teacher shall submit a written request to the Superintendent for a Maternity Leave including commencement date and return date, three (3) months prior to the date of the requested leave, and shall also at such time provide a physician's statement indicating the estimated date of delivery of the child and her ability to continue normal teaching duties.

Subd. 2. A teacher shall submit a written request to the Superintendent for a Family Leave including commencement date and return date, three (3) months prior to the date of the requested leave including a physician's statement indicating the estimated date of delivery of the child.

Section 3. Duration: In making a determination concerning the commencement and duration of a Maternity/Family Leave of Absence, the School District shall not, in any event, be required to grant any leave more than twelve (12) months in duration.

Section 4. School District Action: The School District shall notify the teacher in writing of its action.

Section 5. Return from Leave: A teacher returning from Maternity/Family Leave shall be returned to their former position or one comparable to it, unless mutually agreed on by the teacher and the Superintendent. They may be required to submit to the School District a physician's statement indicating their ability to perform the duties of such position.

Section 6. Seniority: A teacher who returns from Maternity/Family Leave within the provisions of this Article shall retain seniority and all previous experience credit and any unused leave time accumulated under the provisions of this Contract at the commencement or the beginning of the leave. Seniority shall continue to accrue while on Maternity/Paternity Leave of Absence.

Section 7. Benefits:

Subd. 1. Compensation: Available sick leave may be used for Maternity/Family leaves of absences. Maternity leave shall be limited by District practice and/or a doctor's recommendation. The District shall grant up to ten (10) days of accrued sick leave to be used for family leave. Additional leave may be granted by the Superintendent or designee when deemed necessary.

Subd. 2. Placement on Salary Schedule: If a teacher on Maternity/Family Leave teaches part of a year they shall be given credit on the salary schedule for the portion of the year taught according to the following tables:

.39 of one year or 73 days is rounded down;

.40 of one year or 74 or more days is rounded up to the next step.

Section 8. Infant Care Leave: An unpaid leave of up to one year shall be granted to a non-probationary teacher for the care of his/her child one year of age and under. The following procedure shall be followed. A teacher shall submit a written request to the Superintendent for Infant Care Leave including commencement date and return date, three (3) months prior to the date of the requested leave.

ARTICLE XVI ADOPTION LEAVE

Section 1. Eligibility: The School District shall grant an Adoption Leave to any teacher who makes a written application for such leave. Adoption Leave benefits shall apply to both married and unmarried teachers.

Section 2. Application: Upon learning of the date of adoption, the teacher shall submit a written application for Adoption Leave to the School District.

Section 3. Term: Adoption Leave will commence at the date of adoption and may be for a period up to twelve (12) months.

Section 4. Reinstatement: A teacher returning from Adoption Leave shall be returned to their former position or one comparable to it, unless mutually agreed upon by the teacher and the Superintendent.

Section 5. Seniority: A teacher who returns from Adoption Leave within the provisions of this Article shall retain seniority and all previous experience credit and any unused leave time accumulated under the provisions of this Contract at the commencement of the leave.

Section 6. Benefits: The District shall grant up to twenty (20) days of accrued sick leave to be used for adoption purposes. Additional leave may be granted by the Superintendent or designee when deemed necessary.

Section 7. Placement on Salary Schedule: If a teacher on Adoption Leave teaches part of a year, they shall be given credit on the salary schedule for the portion of the year taught according to the following table:

.39 of one year or 73 days is rounded down;

.40 of one year or 74 days is rounded up to the next step.

ARTICLE XVII RELEASED TIME

Section 1. Committees: The School District agrees to provide Released Time to teachers serving on the following committees if meetings are scheduled during the school day:

- Continuing Education Committee
- Site Based Decision Making Councils
- Staff Development Committees
- Continuous Improvement Teams
- Elementary Curriculum Committees
- Teacher Evaluation Committee

Section 2. Additional Committees: If the School District establishes additional committees involving members of the faculty, its designees will meet and confer with the faculty or the Exclusive Representative of the faculty in an effort to mutually agree upon the times of meeting and the requested work.

Section 3. Compensation: If meetings are scheduled outside the normal work day, compensation will be at the Curriculum Writing rate as stated in Appendix C.

Section 4. Voluntary Service: The School District and the Association recognize that the service of any individual teacher on such committees is voluntary.

ARTICLE XVIII MEET AND CONFER

Section 1. Meet and Confer:

Subd. 1. A Meet and Confer Committee shall be established. Each party shall select its respective members not to exceed three (3) in number. Each party may bring in one consultant if needed.

Subd. 2. Should either party desire to meet it will submit to the other a written request for a meeting including suggested agenda items. Meetings will be held upon mutual consent.

ARTICLE XIX BASIC SCHEDULES AND RATES OF PAY

Section 1. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract, and the School District reserves the right to withhold increment advancement or lane changes for unsatisfactory service. If the School District or administration is considering withholding or recommending withholding an increment, the teacher shall be notified in writing by January 20 of the reasons for said proposed action and given until the March School Board meeting to correct same. If an increment advancement or lane change is then withheld, the teacher shall be notified in writing within five (5) days after the March School Board meeting and said decision may be grieved according to Article IX.

Section 2. Salary Schedules and Rates of Pay for Pre-K-12, Elementary, and Secondary Staff: (See Appendix A.)

Section 3. Benefits and Rates of Pay for ECFE Teachers: ECFE teachers will be paid an hourly rate established by placing the individual teacher on the correct step and lane in Appendix A. Seniority will be established using initial date of hire and actual hours of service each year. No new teacher will be hired into the ECFE Program unless the current staff has the minimum number of hours as established by an average of the previous three (3) years. Benefits throughout the Contract will be provided to each ECFE teacher. The pro-ratio for benefits will be calculated by dividing the scheduled weekly hours at the start of the school year by a full time teachers weekly hours (37.5).

Section 4. Benefits and Rates of Pay for ABE Teachers: ABE teachers will be paid an hourly rate as established in Appendix C. Seniority will be established using initial date of hire and actual hours of service each year. No new teacher will be hired into the ABE Program unless the current staff has the minimum number of hours as established by an average of the previous three (3) years. All ABE teachers will receive benefits as outlined in the Contract for Sick Leave, Personal Leave, Life Insurance and Income Protection. All ABE teacher assigned an average of thirty (30) or more hours per week will be eligible for Health and Hospitalization Insurance as described in Article XXV, Section 2. The pro-ratio for benefits will be calculated by dividing the scheduled weekly hours at the start of the school year by a full time teachers weekly hours (37.5).

Section 5. Credit on Salary Schedule for Experience:

Subd. 1. Seven (7) years of teaching experience germane to the position hired within or outside of the Faribault School District will be allowed when placing a new teacher on the schedule. In special cases, the School District may allow additional teaching experience credit. Teaching experience to be counted must be within the preceding fifteen (15) year period.

Subd. 2. Military experience will be allowed. A maximum of two (2) years of military experience can be counted as outside experience.

Subd. 3. Former Faribault teachers who resign their position will be allowed a maximum of seven (7) years of experience when reentering the school system. In special cases, the School District may allow additional teaching experience credit.

Subd. 4. Teachers granted a leave of absence for a full academic year will retain their position on the salary schedule, but will not advance vertically on the salary schedule.

Subd. 5. In placing new teachers on the salary schedule, a fraction of a school year shall be counted according to the procedure described in Article XIX, Section 5, Subd. 6.

Subd. 6. Teachers employed on a part-time basis will be advanced a full increment on the salary schedule each year and paid for the proportionate part of the day during which they are employed. If at a later date a part-time teacher is employed as a full-time teacher, the place on the salary schedule shall be determined by the actual amount of teaching service according to the following table, with rounding to occur on the total number of earned days in the School District.

.39 of one year or 73 days is rounded down;

.40 of one year or 74 or more days is rounded up to the next step.

Subd. 7. Teachers on Leave: If a teacher on any leave teaches part of a year, they shall be given credit on the salary schedule for the portion of the year taught. Placement on the salary schedule after initial placement shall be done according to the following table, with rounding to occur on the total number of earned days in the School District.

.39 of one year or 73 days is rounded down;

.40 of one year or 74 or more days is rounded up to the next step.

Section 6. Assignment to More Than One School Building: Teachers who are required to work in more than one (1) school building during a school day will be paid the Federal IRS mileage reimbursement rate.

Section 7. Deductible Absence:

Subd. 1. Employee absences arising from reasons not acceptable to the administration shall be subject to full salary deduction and may be grounds for termination under the provisions of Minnesota statutes.

Subd. 2. The determination of salary deduction for absence not excused shall be the daily wage earned by the teacher. The daily wage of teachers is the annual wage divided by the number of days employed.

Section 8. Extended Employment: All teachers' contracts with the exception of vocationally funded positions which call for extended employment shall be issued for a thirty-seven (37) week basic contract period. Additional or extended employment shall be as determined by the School District, but the compensation shall be a pro-rated amount of the basic contract of thirty-seven (37) weeks exclusive of extracurricular or other compensation. Any extended teaching assignment in the summer following a school year shall be a prorata amount of the salary for the previous school year if the employment occurs prior to July 1. An extended teaching assignment in the summer prior to a school year shall be a pro-rata amount of the salary for the upcoming school year if the employment is July 1 and after. Any other employment shall be at the rate indicated in Appendix B or C of this contract.

Section 9. Compensation for Part-time Employment: Part-time teachers shall be paid a prorata amount of the salary determined on the appropriate salary schedule. For each hour of classroom teaching the teacher shall receive one-fifth (1/5) of the daily wage as defined in Article III, Section 3, and shall spend a prorated amount of time for purposes of preparation and supervision in the building to which they are assigned. Any time spent in preparation and supervision will be contiguous to the teacher's teaching assignment, but shall not include required attendance at department meetings and building faculty meetings.

Section 10. Payment for an Extra or Sixth Class in the Middle and High Schools: When a teacher agrees to teach an additional class period during their preparation time as part of their regular daily assignment beyond the normal assignment, the teacher shall receive additional compensation at the rate of one-fifth (1/5) of their basic daily rate of pay for all contract days during their assignment. The additional compensation will be calculated by multiplying the daily rate of pay by .2 to determine the overage rate, then multiplying the daily overage rate by the number of days (both student and non-student) during the assignment. This section does not pertain to a teacher who accepts a daily substitute assignment during their preparation period.

Section 11. Salary Payment:

Subd. 1. Teachers' salary checks will be paid on the 15th or last business day before the 15th, and last business day of each month. Teachers shall be paid over a twelve month period beginning with the first payroll in September.

Subd. 2. Compensation for extracurricular duties including department chairpersons/curriculum leaders, shall be paid in equal payments throughout the time period in which the duties are performed.

Section 12. Teachers New to the School District: Teachers new to the School District may be required to work up to four additional days for orientation, including a half day for teachers to work in the classroom. These days shall immediately precede the first scheduled workshop week of the regular school calendar. Teachers will be compensated at the MA lane, step 5 hourly rate of pay. New teachers to the School District will be considered employed for 185 days per year (i.e. payment will be Appendix A salary divided by 185).

Section 13. Longevity Pay: Teachers, who have taught more than 13 years in the District, will be paid Longevity Pay. This pay will be based on the number of years of service in the district, including the current year, using the following table:

Years 14-19	\$500
Years 20-24	\$1000
Years 25-29	\$2000
Years 30+	\$3000

Section 14. National Certifications and National Board Certifications: Any teacher who has achieved a National Certification and/or a National Board Certification germane to the field of education shall be paid an annual stipend of one thousand (\$1000) dollars. This stipend shall not be considered part of the teacher's annual salary. The teacher shall provide a copy of the current certification to the Human Resources Office prior to September 1. Certifications submitted after September 1 will be pro-rated. If the Certification expires or becomes invalid for any reason, this stipend will no longer be payable.

ARTICLE XX

DEPARTMENT CHAIRPERSONS/K- 12 CURRICULUM LEADERS

Section 1. Department Chairpersons Compensation: A base salary of one thousand three hundred twenty-nine (\$1,329) dollars annually for school years 2023-24 and one thousand three hundred sixty (\$1,360) dollars for school year 2024-25 will be paid to each staff member appointed as a Department Chairperson. In departments numbering more than three (3) teachers, including the Department Chairperson, one hundred twenty-five (\$125) dollars will be paid for each additional full-time teacher in the department. Payment for part time teachers will be prorated.

Section 2. Vacancy: When a vacancy occurs for a chairperson/curriculum leader in any department/ curriculum area any department/curriculum area member interested in the position shall submit their name to the principal/principal designee by the first Tuesday in May. If more than one name is submitted in a department/ curriculum area, an election within that department/curriculum area will be held the second Tuesday in May. If no candidate is available for a department/curriculum area, the principal/designee shall recruit a person from the department/curriculum area to fill the term as Department Chairperson/Curriculum Leader. Following the second Tuesday in May, the principal/designee shall forward names of Department Chairpersons/Curriculum Leaders to the School Board for final approval. Department/Curriculum Leader positions are a two year term.

Section 3. Classification: Department Chairpersons and K-12 Curriculum Leaders shall not be considered

supervisory employees as defined in P.E.L.R.A. The duties of the Department Chairperson and K-12 Curriculum Leaders shall not be changed to classify them as supervisory employees.

Section 4. National Conferences: Teachers shall be allowed to attend a national conference, which relates to a curriculum development goal, each year, on a rotating schedule. Expenses including transportation, food, lodging and registration shall be paid by the School District. An amount of four-thousand (\$4,000) dollars shall be allocated, for the up to four (4) participants as described above, each school year.

ARTICLE XXI HOURS OF SERVICE

Section 1. Hours of Employment:

Subd. 1. Regular School Day: Elementary and secondary staff members' hours of employment during a regular school day shall be from 7:30 a.m. to 3:30 p.m. which includes a 30 minute duty-free lunch period.

Subd. 2. Early Bird: If any high school teacher agrees to teach an early bird class as part of his/her regular daily assignment, the hours of employment shall be from 7:00 a.m. to 3:00 p.m. which includes a 30 minute duty-free lunch period.

Subd. 3. Revision Necessary Due to Unusual Circumstances: In the event that a split shift or other schedule becomes necessary in order to accommodate students because of substantial increases in enrollment or damage or destruction of a school building that makes it unsafe to conduct classes in the school building, the School Board may revise the school day hours after consulting with the Exclusive Representative, but in no event shall the hours of service exceed eight (8) consecutive hours per day.

Subd. 4. Recommendation for Revision of Hours: The building administrator may, upon mutual consent with a teacher, establish the hours of employment of that teacher as 7:30 a.m. to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. Flexibility of these times may be governed by meetings either before or after school.

Subd. 5. Area Learning Center (ALC): Teaching staff assigned within the ALC program, which may operate at times different from the School District's regular school day, may be assigned work hours consistent with the needs of this specific program. Hours of service for these teachers shall change from year to year or within the school year, only with the consent of the individual teacher. The hours of service for open and new positions shall be listed in all ALC job postings. In no event shall the hours of service exceed eight (8) consecutive hours per day, inclusive of a 30 minute duty free lunch.

Subd. 6 Early Childhood Education: Teachers assigned within the Early Childhood program, which may operate at times different from the School District's regular school day may be assigned work hours consistent with the needs of the special program. Hours of service for these teachers shall be set with the mutual consent of the individual teacher. The hours of service for open and new positions shall be listed in all ECFE job postings. A 30 minute duty free lunch period must be provided each day.

Section 2. Normal Assignment:

Subd. 1. Middle and High School: The normal assignment of middle and high school teachers shall be the equivalent of no more than twenty-five (25) 55-minute classes per week, plus three (3) 55-minute periods per week of supervisory assignments.

Subd. 2. Elementary: The normal assignment of full-time elementary classroom teachers shall be up to an average of twenty-seven and one half (27½) hours per week of assigned student contact time for each ten (10) days of school in session. Part time teachers shall be assigned, based on pro rata amount of the average of twenty-seven and one-half (27½) hours per week of assigned student contact time for each ten (10) days of school in session. Full-time elementary special services teachers (Title I, music, physical education, special education, art and librarians) shall be able to be assigned up to an average of twenty-seven and one-half (27½) hours per week of assigned student contact time for each ten (10) days of school in session.

Subd. 3 Early Childhood: The normal assignment of full-time Early Childhood teachers shall be up to an average of twenty-seven and one half (27½) hours per week of assigned student contact time. Part time teachers shall be assigned, based on a pro rata amount of the average of twenty-seven and one-half (27 ½)

hours per week of assigned student contact time.

Subd. 4. K-12 Curriculum Leaders: Persons appointed as K-12 Curriculum leaders shall be provided with at least five (5) 55-minute periods per week of released time from their teaching duties to execute the tasks associated with K-12 Curriculum Leaders. Such released time will be contiguous with other non-structured teacher time.

Subd. 5. Other Personnel: All other personnel covered by the provisions of this Contract and not included in one of the above categories shall obtain approval of their work schedule from the building principal to whom they report at the beginning of each school year. "Work Schedule" means duly reporting and leaving time, lunch and break periods, and work time. Itinerant teachers shall be assigned extra duties in no more than one (1) building.

Subd. 6. Time spent on individual student help will not be considered student contact time.

Section 3. Preparation Time:

Subd. 1. Middle and High School Preparation Time: All grade 6-12 teachers shall receive preparation time that is equivalent to one instructional period on the same day but no less than 5 minutes for each 25 minutes of instructional time per day as outlined in M.S. 122A.50. Preparation time will be provided in one uninterrupted block of time each day.

Subd. 2. Preparation Time for High School Homeroom: To continue to use the Homeroom Model at the High School, the preparation time for up to four (4) teachers will be provided in two (2) uninterrupted blocks of time each day with each block being a minimum of twenty-five (25) minutes in length. To calculate preparation time for these teachers, one five (5) minute passing time will be included. This Subdivision will not set precedence in how preparation time is calculated. The High School Principal and the Faribault Education Association will work jointly to seek volunteers who agree to have their preparation time provided in two (2) uninterrupted blocks.

Subd. 3. Elementary Preparation Time: All elementary teachers shall receive a minimum of two hundred seventy-five (275) minutes of preparation time each week. This preparation time shall be provided in one uninterrupted block of time each day with the block being a minimum of 55 minutes in length or two (2) uninterrupted blocks of time each day with each block being a minimum of 25 minutes in length.

Subd. 4. Early Childhood Education: Teachers assigned within the Early Childhood program shall receive five (5) minutes of preparation time beginning no earlier than 30 minutes after the teachers start time for each twenty-five (25) minutes, or portion thereof, of student contact time or assigned time each day. This preparation time shall be provided in one uninterrupted block of time each day or two (2) uninterrupted blocks of time each day with each block being a minimum of 25 minutes each. Teachers assigned within the ECFE program shall receive ten (10) minutes of preparation time during the student contact time for each twenty-five minutes, or portion thereof, of student contact time or assigned time each day.

Section 4. Duty Beyond:

Subd. 1. All staff members will attend, per month, a maximum of up to three (3) scheduled meetings, which may extend beyond the school day for one (1) hour.

Subd. 2. K-12 teachers shall be expected to attend four (4) required evening activities and shall be granted compensating time off during the day. Terms and conditions contained in this contract apply to attendance at required evening activities.

Subd. 3. Teachers having irreconcilable conflicts and unable to attend parent conferences shall inform their immediate supervisor as soon as possible, and make other arrangements with parents who desire a conference.

Section 5. Traveling Teachers:

Subd. 1. Middle and High School Teachers: Middle and high school traveling teachers that are assigned teaching duties in more than one school building within the School District shall be relieved from supervisory assignments of three (3) fifty-five (55) minute periods per week as defined in Article XXI, Section 2, Subd. 1.

Subd. 2. Elementary and Special Education: Travel time for elementary teachers shall occur during the teacher's student contact time. Special Education teachers who are assigned duties in more than one school will travel on student contact time.

ARTICLE XXII UNREQUESTED LEAVE

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, which Article shall constitute a plan for Unrequested Leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definition:

Subd. 1. Purpose: For purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. Teacher: "Teacher" shall be defined as in Article III, Section 2.

Subd. 3. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and has teaching experience of such subject matter in this School District in a category listed in Subd. 4, hereafter.

Subd. 4. Subject Matter or Field: "Subject matter or field" shall mean teachers in the following categories:

Elementary Categories:

- 1) Teaching, grades Kgtn - 6

Secondary Categories:

- | | |
|------------------------------|--|
| 1) Business Education | 6) Mathematics |
| 2) World Language | 7) Science |
| 3) Family & Consumer Science | 8) Social Studies |
| 4) Industrial Tech | 9) Agriculture |
| 5) Language Arts | 10) Vocational Coordinator-Disadvantaged |
| | 11) Reading |

K-12 Categories

- | | |
|---|-------------------------------|
| 1) Art | 8) Vocal Music |
| 2) Counseling | 9) Instrumental Music |
| 3) Library and Media | 10) English Language Learning |
| 4) High Potential | 11) EBD |
| 5) Health, Phy Ed and Adaptive Phy. Ed. | 12) SLD |
| 6) Autism | 13) DCD/MM & SLD/SP |
| 7) Nursing | 14) Dual Language Immersion |

Other Categories:

- 1) Special Education Pre-K-12:

(a) Speech Therapy	(f) Social Work
(b) Hearing	(g) DCD/SP
(c) Vision	(h) Counseling
(d) Psychology	(i) Early Childhood Special Education
(e) Physically Handicapped/Occupational Therapy	(j) Behavior Therapist
- 2) Area Learning Center

(a) Industrial Tech	(h) Social Work
(b) Language Arts	(i) DCD/MM & DCD/SP
(c) Mathematics	(j) Vocational Coord Disadvantaged
(d) Physical Education	(k) EBD
(e) Science	(l) SLD
(f) Social Studies	(m) English Language Learning
(g) Art	
- 4) Early Childhood Education
- 5) Adult Basic Education (ABE)

**Phase out separate Elementary and Secondary DCD categories; all new employees will be placed in K-12 DCD category. Teachers currently in separate categories will remain there until the category is completely phased out.*

Subd. 5. Seniority:

- a. "Seniority" means qualified teachers commencing with the first day of actual service in the School District for all full-time teachers currently employed, except as in paragraph e, this subdivision.
- b. All probationary teachers (Tier 3) shall accrue seniority for purposes of Unrequested Leave only, upon the completion of probation as outlined in M.S. 122A.40, Subd. 5. Such teacher shall then be given credit for the time of service spent while on probation.
- c. Tier 2 individual who becomes a continuing contract teacher will accrue a maximum of two years seniority while teaching on a Tier 2 license.
- d. Part-time teachers will accrue seniority on the basis of actual service.
- e. Teachers employed from July 1, 1974, to July 1, 1984, shall accrue seniority as of the date that they signed their individual teaching contract.
- f. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, Subd. 13, but whose employment was subsequently reinstated, by action of the School District and the teacher, without interruption of regular service, shall retain his/her original seniority date.
- g. Any teacher employed and working for the School District who is transferred by the School District from a position under one category of seniority to another teaching position under a different seniority category will gain seniority for actual teaching service in subsequent categories and shall retain and continue to accrue seniority in the original seniority category. Seniority in the new category starts as of the date the teacher begins teaching in the new category.
- h. Full-time teachers who teach in more than one area of licensure will accrue one (1) full year seniority each year in each area of licensure taught.
- i. Teachers teaching in areas requiring no specific licensure shall accrue seniority in a category for which they hold proper licensure. The teacher shall inform the School District in writing of their category choice within thirty (30) days of their first day of service. The teacher's decision is irrevocable.

Subd. 6. School Board: "School Board" means the local governing Board of the School District.

Section 3. Unrequested Leave of Absence:

Subd. 1. The School District may place on Unrequested Leave of Absence, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of school districts. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School District.

Subd. 2. Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. A teacher shall be placed on Unrequested Leave of Absence in accordance with the Seniority List established in Section 5, Subd. 3, hereafter. In all cases, the teacher with the least amount of seniority shall be placed on Unrequested Leave of Absence first. A teacher who has acquired continuing contract rights as per this article must not be placed on Unrequested Leave of Absence while probationary teachers or individuals with a Tier 1 or Tier 2 license are retained in positions for which the teacher has acquired continuing contract rights.

Subd. 4. In the event of a staff reduction action affecting employees whose first date of employment

commenced on the same date and have actual seniority, the selection of the employee for purposes of continuance shall be determined by the following criteria: (1) Most advanced salary lane position, (2) Total graduate credits approved, (3) Total years experience in teaching, (4) Three formal observations, conducted by individuals employed and licensed as administrators, none of which are more than three years old.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on Unrequested Leave of Absence in the same field and subject matter. Teachers placed on Unrequested Leave of Absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on Unrequested Leave, i.e., the first teacher placed on Unrequested Leave of Absence, who is qualified and licensed for the position, shall be the last recalled.

Subd. 2. When placed on Unrequested Leave, a teacher shall file his or her name and address with the School District personnel office to which any notice of reinstatement or availability of position should be mailed.

Subd. 3. If a position becomes available to start a new school year for a qualified teacher on Unrequested Leave, the School District shall deliver by registered mail a notice to such teacher who shall have thirty (30) days from the date of mailing of such notice to accept the reemployment. Failure to accept in writing within the thirty (30) day period shall constitute waiver on the part of any teacher to further rights of employment or reinstatement to that position and shall forfeit any future reinstatement or employment rights to that position. If a position occurs during a school year, the qualified teacher shall be notified, with the option of accepting it or deferring it until the beginning of the next school year. If a position occurs after April 1 of the first year of a two (2) year contract, a teacher under contract to another school system shall be able to defer reemployment to the following April 1, provided, however, the teacher requests a release from his/her contract with the other district, and it is denied. If deferred, the School District shall fill the position temporarily. Failure to inform the Superintendent about acceptance or deferral within fifteen (15) days after receipt of the notice shall result in filling the position with another candidate.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date Unrequested Leave was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with the District, the Exclusive Representative each qualified teacher.

Subd. 5. A teacher who is placed on Unrequested Leave may refuse recall to a position that has greater or lesser hours than the position from which they were placed on Unrequested Leave. A full-time employee who accepts recall to a part time position will be upgraded to a full-time position as such position becomes available.

Section 5. Establishment of Seniority List:

Subd. 1. Within thirty (30) days of the signing of this Master Contract, the School District shall cause a Seniority List (by name, date of employment (as per Section 2, Subd. 5, paragraphs a and d), length of employment, qualifications, licensure, and subject matter or field) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the School District. Thereafter, such a list shall be posted by October 15 of each school year.

Subd. 2. Any teacher who disagrees with the School District on his/her position of seniority may file a grievance within twenty (20) days from the date of posting according to the procedures set forth in the Grievance Procedure.

Subd. 3. A final Seniority List shall be prepared by the School District. Said list, as revised, shall be

binding on the School District and any teacher. Each year thereafter the School District shall cause such Seniority List to be updated to reflect any addition or deletion of personnel.

Section 6. Effect: This Article shall govern all teachers as defined therein and shall not be construed to limit the rights under Minnesota law of any other licensed employee not covered by this Master Contract.

Section 7. Leave Extension: The April 1st deadline for Sabbatical Leave applications, for Pre-K-12 teachers, will be extended for an eligible teacher in a department affected by an Unrequested Leave action. Such extension shall enable the Superintendent to consider an application consistent with provisions of Article XII, Sabbatical Leave, of this Contract.

Section 8. Notice to teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 9. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

ARTICLE XXIII LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, 120A.41, 120A.42, the School District shall, prior to April 1 of each year, establish the number of school days and teacher duty days for the school year. Teachers 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 District will consult with the Exclusive Representative before making a decision.

Subd. 1. Once the calendar has been set, any changes will be made only after consultation with the Exclusive Representative which will forward its recommendations to the Board. These changes will be made within the following parameters: August 15 – June 15.

Subd. 2. Placement of teacher duty days outside the above parameters will be done only upon mutual agreement between the School District the teacher(s) and the Exclusive Representative.

Section 2. Length of School Year:

Subd. 1. During the school years 23-25 each school year shall be one hundred eighty-five (185) days in length, divided as follows: K-12:

2023-25

175 instructional/conference days
4 teacher work days
4 curriculum/staff development days
2 dept/grad level days
185 total contract days

Subd. 2. During time allotted for "Teacher Work Days", teachers may choose to conduct their work offsite.

Subd. 3. During the school years 2023-2519-21, the Early Childhood Family Education school year shall be determined by the School District. The School District shall meet and confer with the Exclusive Representative prior to determining the ECFE school year as set forth in Section 1 of this article.

Section 3. Emergency Closings:

- i. Emergency closing due to inclement weather or other emergency, may be designated as a Falcon Flex Day. When a Falcon Flex Day is designated by the District, teachers will be notified no later than 6:00 am of such day.
- ii. Teachers are not required to report in person to their respective buildings; however, they must be accessible to students and parents online and/or by telephone between the hours of 10:00 am - 3:00 pm on a Falcon Flex Day.
 1. Teachers will have materials available to students and/or parents no later than 10:00 am.
- iii. Hourly licensed staff may have classes rescheduled within the session for an alternative time where the Falcon Flex Day is not an option.
- iv. If a teacher is unable to be accessible on a Falcon Flex Day via phone and/or internet, such teacher will contact the building administrator.
- v. If a teacher has submitted a personal, comp and/or sick leave day on a Falcon Flex Day, but are available remotely between the hours of 10:00 am and 3:00 pm, such leave will not be charged to the teacher.
 1. This does not apply to teachers using personal and/or comp time for multi-day absences.
- b. In special circumstances, whereas the number of days in session between in-person and Falcon Flex Days does not meet the state's requirements, teachers shall be required to make up days as necessary to be in compliance with the state requirements. In no event shall teachers be required to work for over 185 days per school year without receiving additional per diem compensation.

Section 4. Calendar for the School Year: The school calendar for Pre-K-12 2019-21 as adopted is attached in Appendix G for informational purposes only, but subject to Subdivisions 1 and 2 of Section 1 of this Article.

ARTICLE XXIV PART TIME

Section 1. Part Time: For teachers who are employed less than thirty (30) hours per week, and have a formal, written contract for a minimum of twenty (20) days, the School District will provide a prorata amount of all benefits unless the Master Contract Article describing these benefits states otherwise.

ARTICLE XXV INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Hospitalization and Medical Surgical Insurance:

Subd. 1. Full-time Licensed Employees: For the 2023-25 contract year the School District will pay up to sixteen thousand ninety two dollars (\$16,092) per year at the rate of one thousand three hundred forty one dollars (\$1341) per month for each month, or major portion thereof, employed, toward the purchase of dependent or single coverage or the actual cost, whichever is less, for the group Hospitalization and Medical-Surgical Insurance selected by the School District for teachers who are employed by the School District thirty (30) or more hours per week. The balance of the cost will be deducted monthly from salary payments.

Subd. 2. Part time Licensed Employees: For teachers who are employed less than thirty (30) hours per week, but ten (10) or more hours per week, the School District will pay a prorata of the amounts actually being paid by the School District for full-time licensed employees as scheduled below:

<u>Hours Employed</u>	<u>Percent</u>
26 to 30	83%
21 to 25	67%
16 to 20	53%
10 to 15	40%

Subd. 3. Two Teachers in the Same Family: When two (2) people in the same family are employed by the School District, the maximum health insurance benefit paid by the School District will be, at the election of said teacher, equal to either, a) two single coverage benefits as described in this section, or b) two dependent coverage benefits as described in this section up to the actual premium cost of dependent coverage. The actual amount contributed by the School District for persons employed part-time will be governed by subdivision 2 of this section. In no event will the School District's contribution toward health

insurance benefits for two (2) employees in the same family exceed the maximum contribution for each employee in Section 2, Subd. 1, above.

Subd. 4. Coverage: Insurance benefits as described in this Section will be available to all teachers who meet the appropriate qualifications as being full-time or part-time.

Subd 5. Consumer Directed Health Plan (CDHP) and Voluntary Employee Beneficiary Association (VEBA): The District shall offer Consumer Directed Health Plan coupled with a VEBA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

a. **Single Coverage with a VEBA:** The School District shall make available a group health plans coupled with a VEBA. For the 2023-25 contract years the School District will pay up to fourteen thousand eight hundred ninety two dollars (\$14,892) per year at the rate of one thousand two hundred forty one dollars (\$1241) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$1,200 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

b. **Family Coverage without a VEBA:** The School District shall make available dependant group health plans that are eligible to be coupled with a VEBA. For the 2023-25 contract years the School District will pay up to sixteen thousand ninety two dollars (\$16,092) per year at the rate of one thousand three hundred forty one dollars (\$1341) per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into a VEBA account.

- I. If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the 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.
- II. All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

Subd 6. Consumer Directed Health Plan (CDHP) and Health Savings Account (HSA): The District shall offer Consumer Directed Health Plan coupled with an HSA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District Contribution for premiums and a contribution in to an HSA offered by the District as follows:

a. **Single Coverage with an HSA:** The School District shall make available the group health plan with the option to be coupled with an HSA. For the 2023-25 contract year the School District will pay up to twelve thousand nine hundred sixty seven dollars (\$12,967) per year at the rate of one thousand eighty one dollars (\$1081) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute three thousand one hundred twenty five dollars (\$3,125) towards the deductible into each qualified employee's HSA account. The District will prepopulate the full amount of \$3125 at the health plan start date

b. **Single Coverage without an HSA:** The School District shall make available the group health plan without an HSA. For the 2023-25 contract year the School District will pay up to sixteen thousand ninety two dollars (\$16,092) per year at the rate of one thousand three hundred forty one dollars (\$1341) per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.

c. **Family Coverage with an HSA:** The School District shall make available a dependent group health plan with the option to be coupled with an HSA. For the 2023-25 contract year the School District will pay up to twelve thousand nine hundred sixty seven dollars (\$12,967) per year at the rate of one thousand eighty one dollars (\$1081) per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute three thousand one hundred

twenty five dollars (\$3,125) towards the deductible into each qualified employee's HSA account. The District will prepopulate the full amount of \$3125 at the health plan start date.

d. **Family Coverage without an HSA:** The School District shall make available a group health plan without an HSA. For the 2023-25 contract year the School District will pay up to sixteen thousand ninety two dollars (\$16,092) per year at the rate of one thousand three hundred forty one dollars (\$1341) per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.

e. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

f. If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the 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.

g. All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

Subd. 7: The School District may also make available additional group health plans. For the 2023-25 contract year the School District shall contribute an annual amount not to exceed sixteen thousand ninety two dollars (\$16,092) per year at the rate of one thousand three hundred forty one dollars (\$1341) per month for each month, or major portion thereof employed, towards the premium for single or family group health coverage for additional group health plans.

Qualifying employees who elect coverage in the group health plans described in Subd. 7 shall not be entitled to participate in the HSA or VEBA for Active Employees (Subd. 5 and 6). Thus, they will not become members of the voluntary employees beneficiary association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

Subd. 8 Coverage: Insurance benefits as described in this Section will be available to all teachers who meet the appropriate qualifications as being full-time or part-time.

Subd. 9 Early Retirement Participation: The School District will allow those teachers who retire to participate in the group Hospitalization and Medical-Surgical Insurance coverage at their own expense. Monthly payments for the coverage must be received by the School District business office prior to the twentieth (20th) day of each month in order for participation to be continued. This Subdivision applies only to those teachers who are not entitled to the benefits provided in the Post-Employment Insurance (Article XXVII).

Section 3. Income Protection Plan:

Subd. 1. School District Contribution: The School District will pay up to but no more than four hundred dollars (\$400.00) or the actual cost, whichever is less, per year for Income Protection Insurance for all teachers of the school system who are scheduled to work ten (10) or more hours per week and who are eligible for coverage under the specifications of the Income Protection Insurance in effect as of July 1, 2005.

Subd. 2. Maximum Benefit: The maximum benefit for any teacher employed by the School District shall be two thirds (2/3) of their basic contract salary.

Section 4. Term Life Insurance:

Subd. 1. School District Contribution: The School District will pay up to one hundred eight dollars (\$108.00) per year or actual cost, whichever is less, for fifty thousand dollars (\$50,000) of Term Life Insurance for all teachers of the school system who are scheduled to work at least thirty (30) hours per week.

Subd. 2. Part-Time Licensed Employees: For teachers who are employed less than thirty (30) hours per week, but ten (10) or more, the School District will pay a prorata of the amounts referenced in Subd. 1, above. If such coverage is less than the full amount as specified above, the teacher may choose full coverage and pay the added costs with payment being deducted from monthly salary payments.

Subd. 3. The School District will seek arrangements with the life insurance carrier by which teachers may purchase additional term life insurance through the group in increments of \$10,000, not to exceed \$50,000, in total additional coverage with the cost to be borne by the employee and paid through equal monthly payroll deductions. This provision will be effective July 1, 2008, or 60 days following the execution of this contract, whichever date is earlier. The exclusive representative understands that such availability is subject to the approval of the carrier, which will include a minimum participation rate, as well as evidence of insurability for any individual.

Section 5. Application: Insurance coverage is not automatic. Employees who wish coverage must make application for it. The School District agrees to provide written notification of the cost of said insurance and the amount, if any that shall be withheld from the teacher's salary per month, and said notification shall be given during Workshop or when individual salary contracts are issued, whichever occurs first.

Section 6. Coverage: The School District shall select the group insurance plans, but if the School District plans on making any change in the coverage in force and effect upon the execution of this Contract, the School District shall consult with the Exclusive Representative of the teachers before any changes are made in the plan. After such consultation, the Exclusive Representative has two (2) weeks to make a written recommendation to the School District regarding the proposed change of plans or any recommendation that the Exclusive Representative has concerning changes or additions to coverage or other specifications of the proposed plans for insurance. Said recommendations will be acted upon within thirty (30) days at a regular or special meeting of the School Board.

Subd. 1. Right of Recommendation: If the Exclusive Representative desires to make changes in the type or extent of coverage, it may make written recommendations of proposed changes to the Superintendent, or designee, and the Superintendent shall submit the recommendation to the School Board for consideration within thirty (30) days.

Subd. 2. Coverage Information: The School District agrees to provide to the Exclusive Representative, without cost, a copy of the master insurance contract and any amendments or revisions to said contract. The Exclusive Representative shall provide the information it deems appropriate on the insurance in force to all teachers of the School District.

Section 7. Policy Specifications: Specifications of the above insurance plans will be no less than those in effect on July 1, 2003. Revisions of the specifications will be mutually agreed upon by a committee representing all employees and the School District.

Section 8. Effective Dates:

Subd. 1. Hospitalization and Medical Surgical Insurance: Hospital and medical-Surgical Insurance increase shall be effective July 1, 2015.

Subd. 2. Term Life Insurance: Term Life Insurance shall be as stated for the 2015-17 school years. The fifty-thousand dollar (\$50,000) coverage, as stated in Section 4, Subd. 1, shall become effective July 1, 2015.

Subd. 3. Income Protection: Income Protection Insurance shall become effective one month after contract settlement for school year 2015-16, and on July 1, 2016 for school year 2016-17.

ARTICLE XXVI WORKERS' COMPENSATION

Section 1. Workers' Compensation: Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of Sick Leave.

Section 2. Deduction from Sick Leave: A deduction shall be made from the employee's accumulated Sick Leave accrual time, according to the prorated portions of days of Sick Leave time which is used to supplement Workers' Compensation.

Section 3. Period of Payment: Such payment shall be paid by the School District to the employee only during the period of disability.

Section 4. Maximum Compensation: In no event shall the additional compensation paid to the employee by virtue of Sick Leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Sick Leave Coordination: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and who elects to receive Sick Leave Pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

ARTICLE XXVII POST-EMPLOYMENT INSURANCE

Section 1. Provisions: A teacher, as defined in Article III, Section 2, Subd 1, who retires prior to qualifying for Medicare, and has completed at least fifteen (15) years of continuous teaching service with the School District and who is at least fifty-five (55) years of age or has completed at least twenty (20) years of continuous teaching service with the School District and who is at least fifty (50) years of age, shall be eligible to remain in the existing group Health and Hospitalization Insurance Program and shall remain eligible for School District contribution up to four thousand eight hundred dollars (\$4,800) per year at the rate of four hundred dollars (\$400) per month, toward the existing group Health and Hospitalization Insurance premium. Such contribution shall commence upon early retirement and such eligibility shall continue until the end of the month in which the teacher dies or in which the teacher qualifies for Medicare, whichever comes first.

Section 2. Surviving Dependents: The group Health and Hospitalization plan shall be made available to surviving dependents for an indefinite period immediately following the death of a retired teacher who has retired as per Section 1 above. Coverage will be made available, on an optional basis, to surviving dependents during this indefinite period by the surviving dependents paying full cost of such insurance. Surviving dependents shall have the option to convert to an individual policy with the insurer.

ARTICLE XXVIII VACANCIES

Section 1. Vacancies Notification and Application:

Subd. 1. Vacancy shall mean situations that require the hiring or rehiring of additional personnel. The provisions of this Article shall also apply when a reassignment is necessary because teaching positions available in one year are not the same as the previous year. This definition shall apply whether there are teachers on unrequested leave or not. Teaching vacancies shall not be construed to include vacancies in the position of department chairperson, supervisory, extracurricular or co-curricular positions.

Subd. 2. Announcement of teaching vacancies when school is in session shall be made by posting for not less than ten (10) days online and by notifying all teachers via District email. Announcement of teaching vacancies during the months of June, July and August shall be made by posting for not less than five (5) days online and by notifying all teachers of the posting via District email.

Section 2. Teaching Vacancies Filling:

Subd. 1. Vacancies shall be filled in the following order:

1. From existing qualified (as defined in Article XXII, Section 2, Subd. 3) non-probationary staff
2. If two or more teachers on the existing non-probationary staff apply, qualifications shall be the determining factor. Qualifications shall mean and be applied in the following order:
 - a. Qualified as defined in Article XXII, Section 2, Subd. 3.
 - b. Suitability and demonstrated expertise in the position which is to be determined three (3) formal observations none of which will be more than three years old. Observations will be conducted by individuals employed and licensed as administrators who have administrative certification and education and training in evaluation skills.

- c. Total years of experience in the School District.
- d. Most advanced salary lane position.
- e. Total graduate credits approved.
- f. Total years of experience in teaching.

3. If however, filling a vacancy pursuant to number 1 or 2 above results in a teacher on unrequested leave becoming unqualified for any remaining vacancy, the School District shall hire the person on unrequested leave into that vacancy.

4. From probationary staff and/or teachers new to the School District.

Subd. 2. If a teacher from existing non-probationary staff is not given the position, the School District shall give notice in writing as to the reason why they were not selected.

Section 3. Involuntary Transfer: For the purposes of this section, transfer shall mean the movement or reassignment from the "subject matter or field" (Article XXII, Unrequested Leave, Section 2, Subd. 4), or building a teacher taught in during the previous year to a subject matter or field" or building not taught in during the previous year by the same teacher. An involuntary transfer will be made only in case of emergency or unusual circumstances and shall be based on the seniority list in the reverse order (i.e., the least senior teacher will be transferred). Emergency or unusual circumstances will be mutually agreed upon by the District and the FEA. If two or more teachers are tied for the least senior position, the criteria from Section 2, Subd. 1, #2, c-f will apply in the listed order. If the teacher who is transferred is not the least senior, the dispute may be resolved through the grievance procedure. Pending resolution of the grievance, the teacher shall not be required to transfer.

ARTICLE XXIX POLICY INPUT

Section 1. Policy Input: Any policy hereinafter adopted by the School District will be adopted according to the following provisions.

Subd. 1. The policy will be made available to the Exclusive Representative when it is introduced.

Subd. 2. Any policy hereinafter established by the School District can only be adopted after a copy of the proposed policy has been submitted to the Exclusive Representative twenty five (25) calendar days before the date the School District adopts the policy with the exception of personnel policies in the 300, 450 and 475 series, unless those policies refer to teachers in the bargaining unit. During the twenty-five (25) day period the Exclusive Representative or its designee shall have the right to meet and confer with the Superintendent or designee on the proposed policy and to speak to the proposed policy before the School Board at the meeting that the proposed policy is considered for adoption.

Subd. 3. At the request of the Exclusive Representative a brief summary of their position provided by the Exclusive Representative will be duly recorded and printed in the School Board's minutes.

Subd. 4. The waiting period as provided in Subd. 2 hereof shall not be applicable in cases of emergency.

ARTICLE XXX SCHOOL CONFERENCE AND ACTIVITIES LEAVE

Section 1. Purpose: The School District must grant a teacher up to sixteen (16) hours of leave within a school year to attend school conferences or classroom activities related to the teacher's child or grandchild. Teachers who are employed less than thirty (30) hours per week will be granted leave on a prorated bases.

Section 2. Procedure: The teacher must provide proper notice of at least three (3) days prior to time of proposed leave.

Section 3. Deductions: A teacher shall substitute any accrued paid leave for this leave (sick, personal, or compensatory leave). Nothing in this section requires that the leave be a paid leave.

**ARTICLE XXXI
COMPENSATORY LEAVE**

Section 1. Compensatory Leave will be granted for assignment of a teacher to the class or school-related duties listed in this section if the duty takes place during a preparation period,. Compensatory Leave will be granted for other teaching-related duties as deemed appropriate by the Superintendent, or designee, if the assignment is preapproved by the building administrator and the activity takes place during the teacher's preparation time. The teacher has the option of being paid in lieu of compensatory time at the rates listed below.

Teaching related duties eligible for Compensatory Leave, or payment at Appendix C Members of Barg. Unit addition to salary rate of pay (\$31.64/\$32.38), include but are not limited to:

1. administrator requested meetings,
2. grade level, department, team, curriculum, child study, and staff development meetings,
3. pre/post observations
4. field trips required by the curriculum. (i.e. River Bend)

Teaching related duties eligible for Compensatory Leave, or payment at Appendix C Substitute Teaching Members of Barg. Unit Rate of Pay MA Lane, Step 5 (\$43.29/\$44.31), include but are not limited to:

1. substitute teaching during prep hour
2. attendance at an IEP related meeting. If IEP related meeting is held outside the normal workday, teacher is also eligible for Compensatory Time or payment.

If a teacher is not clear as to whether an activity is required, the building administrator should be consulted prior to activity attendance or participation. Activities not required will not be eligible for Compensatory Leave.

Subd. 1: After accumulation of two hundred ten (210) minutes, the teacher will be eligible to request and receive one-half (½) day of Compensatory Leave. Compensatory Leave is accumulative to a maximum accumulation of two (2) days, and may be carried over to the next school year.

Subd. 2: Request of Compensatory Leave must be in the office for the principal or director five (5) full days in advance of the date requested. The five (5) day advance notice may be waived if the reason for the leave is due to an emergency; however, the immediate supervisor must be notified prior to taking the leave.

Subd. 3: The total number of bargaining unit members who may be allowed to take Personal Leave and Compensatory Leave on the same day shall not exceed five (5) percent of the bargaining unit.

Subd. 4: It is understood that this Article does not relieve the administration of its obligation to hire regular substitutes when appropriate.

Subd.5: Building administration will grant or deny individual applications for accrual of compensatory time in writing within five (5) days.

Section 2. No Compensatory Leave may be taken on the first five (5) student days and the last five (5) student days of the school year.

Section 3. The School District may waive restrictions in this Article.

Section 4. Emergency Closings: In the event school is closed for the full day, teachers on Compensatory Leave will not be charged for that day. In the event school is closed after the start of the school day, teachers on Compensatory Leave will be charged a half day if school is closed before noon, or a full day if school is closed after noon.

Section 5. Teachers having more than 14 hours of Compensatory Leave time accumulated as of the end of each school year shall be compensated in the following manner:

1. The first 14 hours will be carried over to the next school year.

2. The remaining time will be paid at the Members of the Bargaining Unit Rate of Pay (rate applies for addition to salary) substitute (Appendix C) and deposited into the MSRS Health Care Savings Plan.

Section 6: If a teacher has resigned or retired, is terminated, or placed on unrequested leave of absence, the teacher shall be paid at the hourly rate of the Members of the Bargaining Unit Rate of Pay (rate for addition to salary) (Appendix C) for all accrued compensatory leave. The entire amount will be deposited into an MSRS Health Care Savings Plan account.

Section 7: Payment related to Sections 5, and 6 of this Article shall be made no later than July 31 in the year it is due.

ARTICLE XXXII RELATED STUDENT SERVICES

Section 1. A teacher, with the exception of those hired as a Licensed School Nurse, shall not be expected or required to perform related student services including, but not limited to, catheterization and tube feeding.

ARTICLE XXXIII TEACHERS ASSIGNED TO DISTRICT/BUILDING COMMITTEES

Section 1. The School District designee shall meet with the President of the Exclusive Representative to determine the task of the committee, membership of the committee, time commitment to the committee, and how the results of the committee work will be implemented.

Section 2. The President of the Exclusive Representative and the School District designee shall determine their respective representatives to these committees.

ARTICLE XXXIV PEER REVIEW/PEER COACHING

Section 1. Purpose and Philosophy: The purpose of peer review/coaching is to improve instruction to students by providing additional opportunities for teacher growth.

Section 2. Scope: The peer review/coaching process shall be applicable to both continuing contract and probationary teachers. This process of peer review/coaching shall not be utilized concerning judgment and decision regarding continuing contract, discipline, discharge, termination and related matters which shall remain as evaluated with the authority and discretion of the School District, subject to applicable laws, regulations, School District policies and the Master Contract.

Section 3. Site-Based Peer Review/Coaching: Each building site within the School District shall have a peer review/coaching committee consisting of five (5) teachers selected by the Exclusive Representative. The responsibilities of the peer review/coaching committee shall include the following:

1. Provide an opportunity for each teacher in the building to receive peer review and mentoring on an annual basis.
2. Generally oversee the peer review/coaching program at its site.
3. Recruit and provide training for peer mentors/coaches.
4. Consult with the building principal or designee regarding the allocation of site resources to peer review and peer mentoring programs.
5. Communicate information about the plan to teachers and administrators.

Section 4. Peer Review/Coaching Activities: Specific peer review/coaching activities shall be developed by the site peer review/coaching committee and will be subject to the following guidelines:

1. Any activities developed in this process shall be for the teacher improvement/enrichment and will not be used for teacher discipline or discharge.
2. Any observations of teachers by teachers shall be by mutual agreement. The results/outcome of any observation shall be confidential between the teachers involved.
3. Any videotapes produced during this process shall remain the sole property of the teacher being videotaped.
4. Any portfolios created by/about a teacher shall remain the sole property of the teacher.

Section 5. Peer Review/Coaching Costs: Where peer review activity necessitates out-of-classroom time or other indirect costs, the peer review/coaching committee at each instructional site shall use an available site

staff development budget. Such expenditures must have the final approval of the site staff development committees.

**ARTICLE XXXV
MATCHING FUNDS 403(b) PLAN**

Section 1. Eligibility: The School District will make contributions to a state-approved 403(b) annuity matching contribution plan, in accordance with M.S. 356.24, as amended, for each teacher who is employed on an average of at least ten (10) hours per week and at least one hundred (100) days per year, provided that:

Subd. 1: The teacher has authorized at least a matching contribution to a 403(b) annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.

Subd. 2: The teacher has notified the School District in writing by August 1, of their intention to participate in this 403(b) annuity matching contribution plan and the amount of their contribution. Such participation shall continue from year to year at the specified amount unless the teacher notifies the School District to the contrary.

Section 2. Amount of School District Contribution: The District's contribution towards a 403(b) annuity matching contribution plan for teachers will be as follows. Years of Teaching Service in the District is defined as the date of hire as a teacher.

2023-24		2024-25	
YEARS OF TEACHING SERVICE IN THE DISTRICT	MATCHING AMOUNT	YEARS OF TEACHING SERVICE IN THE DISTRICT	MATCHING AMOUNT
0-5	\$700	0-5	\$1000
6-9	\$1000	6-9	\$1300
10-13	\$1300	10+	\$1600
14+	\$1600		

**ARTICLE XXXVI
INNOVATIVE AND PILOT PROGRAMS**

Section 1. Procedure: Teachers shall make a proposal to the Innovative/Pilot Program Committee (I/P Committee) for an innovative/pilot program that affects any provision of any article in this Master Contract. The I/P Committee shall be made up of four (4) members of the Exclusive Representative and four (4) School Board designees. The committee shall comply with the provisions of Article XVII and Article XXXIV of this contract.

Section 2. Purpose: The purpose of the I/P Committee shall be to review the program proposal, to determine the program's impact on working conditions of all members of the Exclusive Representative, the effects of the program on other groups in the School District, and to make recommendations to the Exclusive Representative and the School Board regarding any necessary Memorandum of Understanding.

Section 3. Implementation: Programs shall be implemented if recommended by both the Exclusive Representative and the School Board. The program shall begin only after the Memorandum of Understanding has been agreed upon by the Exclusive Representative and the School Board.

Section 4. Duration of the Program: The first year of any innovative/pilot program shall be considered a pilot year. The I/P Committee shall review and evaluate the program at the end of its pilot year and make recommendations to the Exclusive Representative and the School Board regarding continuation. If either the Exclusive Representative or the School Board decide to discontinue the program after its pilot year, it will be discontinued. Programs which continue beyond the pilot year shall only continue for a maximum of an additional two (2) years and will continue operating within the parameters of the original Memorandum of Understanding. (Example: Programs initially implemented in an even numbered year shall continue a

maximum of three (3) years. Programs initially implemented in an odd numbered year shall continue a maximum of two (2) years.) At the conclusion of these additional two (2) years, language shall be included in the Master Contract. If the language cannot be agreed upon between the Exclusive Representative and the School Board, the program shall be discontinued.

ARTICLE XXXVII TEACHER PROFESSIONAL DEVELOPMENT AND MENTOR/MENTEE PROGRAM

Section 1. Local Credits: Credits will be granted to teachers by the School District for participation in approved professional development programs in partnership with accredited colleges or universities. These credits shall be applied to lane changes as per Appendix A, Section 2.

Section 2. Number of Credits: Mentee teachers involved in the mentorship program shall receive 2 semester local credits for each of the three years.

Section 3. Horizontal Salary Lane Advancement: No more than six (6) semester local credits may be applied toward a horizontal salary lane change.

Section 4. Miscellaneous Salary Payments: Mentor teachers shall receive a stipend as stated in Appendix C of the Master Contract.

Section 5. Lane Change Application: Teachers may apply the semester local credits toward a lane change and shall follow the procedure as per Appendix A, Section 3.

ARTICLE XXXVIII STAFF SHARING

Section 1. Teachers who have attained continuing contract status may request to share a teaching position. A teacher selected to share a position shall retain membership in the bargaining unit and shall be considered to meet the definition of "teacher" in Article III, Section 2.

Section 2. Those teachers wishing to share a position shall make written application to the Superintendent or his/her designee. Initial or renewal applications must be made by April 1 to facilitate staffing plans for the following school year during which the positions will be shared.

Section 3. Applications may or may not be approved and/or renewed on a yearly basis at the discretion of the Superintendent or his/her designee. At the time an application is approved, participating teachers shall mutually agree in writing: to the dates of duty, to refrain from applying for unemployment compensation during that year, to the repayment of any salary advance that is subsequently unearned, and to any other necessary conditions which are consistent with the provisions of this Article.

Section 4. A teacher who is sharing a position under the provisions of this Article shall retain full seniority rights and the right to all benefits pursuant to this Contract to the extent of the teacher's employment.

Section 5. Both teachers sharing a position may be required to participate in staff meetings, parent conferences, and other meetings as determined by the School District without additional compensation beyond their respective FTE equivalent.

ARTICLE XXXIX TEACHER ON SPECIAL ASSIGNMENT

Section 1. Definition: Teachers on Special Assignment (TOSA) shall be teachers whose duties meet the definition of a teacher as per Article III, Section 2. These teachers shall work on non-teaching and/or non-supervisory school related duties.

Section 2. Purpose:

Subd. 1. Job Description: The School District shall provide a description of the duties, for any TOSA, to the Exclusive Representative prior to filling the position. All requirements including, but not limited to, licensure, extended contract obligations, and length of appointment for the TOSA position will be clearly stated in this job description. A TOSA position will be limited to a four (4) year term. The same teacher may apply after the

term expires.

Subd. 2. Unit Determination: Prior to filling the position, the Exclusive Representative shall submit the description of the duties to the Bureau of Mediation for unit determination. If the Bureau determines that the position is a member of the bargaining unit, the position shall be filled as per Article XXIX in this Master Contract.

Section 3. . Vacancy:

Subd. 1. Notification of Vacancy. The School District shall notify and post all vacancies according to Article XXVIII Section 1, Subd. 1 and 2.

Subd. 2. Filing Vacancies. All internal applicants who meet the requirements of the job description and are employed by the district will receive an interview. The School District shall hire the candidate(s) for TOSA positions using an interviewing committee. The interviewing committee will consist of a minimum of four (4) individuals, with an equal number of FEA members and district employed administrators. All teachers who apply for a vacancy to a posted position and are denied will receive a written notice.

Subd. 3. Employees who held TOSA positions prior to the 2023-24 school year may remain in their positions until they choose to leave that position or the position no longer exists.

Section 4. Return to Position: Upon completion of the special assignment, the teacher shall return to the same position which they held at the time that the special assignment commenced or, if that position is no longer in existence, to a mutually agreed upon equivalent position.

Section 5. Salary and Benefits: A TOSA shall receive the teacher's contracted salary and shall continue to accrue all seniority, salary, and benefits that the teacher would have had if they had been teaching in their regular position. The TOSA will be covered by all terms and provisions of this Master Contract while on special assignment.

ARTICLE XL RETIREMENT HEALTH REIMBURSEMENT ACCOUNT

Section 1. Eligibility:

Subd. 1: Full-time teachers who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age as of June 30 of the year in which the teacher retires, shall be eligible for payment of one hundred dollars (\$100) per day of unused sick leave, up to a maximum of one hundred (100) days. The maximum payment of funds by the School District shall be ten thousand dollars (\$10,000).

Subd. 2: Full-time teachers who have completed at least twenty (20) years of continuous service with the School District and who are at least fifty (50) years of age as of June 30 of the year in which the teacher retires, shall be eligible for payment of one hundred dollars (\$100) per day of unused sick leave up to a maximum of one hundred (100) days. The maximum payment of funds by the School District shall be ten thousand dollars (\$10,000).

Subd. 3: Teachers who have taught part-time or have taught both full and part-time while employed by the School District and have fulfilled years of service and age requirements as listed in subdivisions 1 & 2 above, shall be eligible for a payment of unused sick leave.

Subd. 4: This article shall apply only to teachers who retire after July 1, 2003 or later, and shall not be retroactive to any teacher.

Subd. 5: Payment under this Article shall not be granted to teachers who are discharged or terminated pursuant to M.S. 122A.40 Subd. 13. Teachers who are on long term disability leave at the time of retirement are eligible for payment of unused sick leave under this Article.

Subd. 6: Teachers who qualify for payment for unused sick leave under this Article prior to taking an extended leave of absence and are on an extended leave of absence shall be eligible to receive this pay upon termination of employment with the School District.

Section 2. Payment: The maximum payment noted in Section 1, Subd. 1, and Subd 2, shall be ten thousand dollars (\$10,000) and shall be deposited into the Minnesota State Retirement System (MSRS) Health Care Savings Plan established pursuant to M.S. 352.98 which allows eligible employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of service from the School District. Participation by all eligible employees is mandatory. Immediately upon retirement, the contracted benefit shall be deposited in the participating employee MSRS account. The payment of these funds by the School District into the MSRS Health Care Savings Plan is subject to the eligibility of the School District to make such payments and, if eligible, any provision, limitations, and/or restriction placed upon such payments by the MSRS.

ARTICLE XLI TEACHER EVALUATION AND SUPERVISION

Section 1. Evaluation Committee: In order to maintain a teacher evaluation and peer review plan, the District and the FEA agree to a Joint Union-District Teacher Evaluation and Peer Review Design Team (the Team). The team is responsible for the teacher evaluation and peer review plan for probationary and continuing contract teachers that complies with the requirements of Minnesota law.

In the event the Team determines that existing evaluation or peer review plans, processes and/or procedures meet all or part of the statutory requirements, the Team may incorporate these existing elements into the proposed evaluation plan.

APPENDIX A BASIC SCHEDULES AND RATES OF PAY FOR EARLY CHILDHOOD, ELEMENTARY AND SECONDARY STAFF

Section 1. Definitions:

Subd. 1. Accredited College or University: An accredited college or university is one which is recognized by the North Central Association of Colleges and Secondary Schools, other regional accrediting agency of equal stature, or the National Commission on Accreditation of Teacher Education.

Subd. 2. Approved Graduate Program: A program of studies leading to an advanced degree which has been recognized by the Minnesota State Department of Education or by one of the accrediting agencies listed in Subd. 1 above.

Subd. 3. Teaching Assignment: The instructional assignment which the teacher has during the academic year covered by the terms of the Master Contract.

Subd. 4. Credits: All credits are listed in terms of semester credits.

Subd. 5. Major Teaching Field: The instructional field in which the teacher is licensed to teach, e.g. language arts, social studies, physical education, etc.

Section 2. Placement on the Salary Schedule:

Subd. 1. Experience Credit: Credit for experience placement on the salary schedule shall conform to the provisions of Article XIX, Section 5.

Subd. 2. Placement on BA/BS Salary Lane: A teacher must have a valid teaching license as required for the teaching position by the Minnesota Board of Teaching.

Subd. 3. Placement on the BA/BS+10, BA/BS+20 or BA/BS+30 Salary Lanes:

a. Credits earned before the teaching degree has been granted or before the point at which the teacher becomes fully licensed to teach in the teacher's teaching assignment are not applicable for placement on salary lanes beyond the BA/BS salary lane unless the teacher was requested to teach in that area.

b. Credits to be used for placement on the BA/BS+10, BA/BS+20 or BA/BS+30 salary lanes shall conform to the requirements listed in Section 3, Subd. 1-4 hereinafter set forth.

Subd. 4. Placement on the MA/MS Salary Lane:

a. Placement on the master's degree lane requires that the master's degree must have been earned as a result of completing an approved, accredited college or university graduate degree program in the major teaching field of the teacher.

b. Persons earning a master of arts in teaching (MAT) through an approved, accredited college or university graduate degree program in the major teaching field of the teacher shall be placed on the master's degree lane.

c. Any credits earned before the master's degree has been granted shall not be applicable to a horizontal lane change beyond the master's degree.

Subd. 5. Placement on the MA/MS+10, MA/MS+20, or MA/MS+30 Salary Lanes:

a. Credits used to advance horizontally on the salary schedule at this level must have been earned after the master's degree has been awarded and licensing for the teaching assignment has been earned.

b. Credits to be used for placement on the MA/MS+10, MA/MS+20, or MA/MS+30 salary lanes shall conform to the requirements listed in Section 3, Subd. 1, 3, 5, 6, hereinafter set forth.

Subd. 6. Placement on the Ed.Sp./Ph.D./Ed.D. Salary Lane: Placement on the educational specialist degree lane requires that an educational specialist degree, doctor of philosophy degree, or doctor of education degree must have been earned as a result of completing an approved, accredited college or university graduate degree program in the major teaching field of the teacher and earned after licensing for the teaching assignment has been earned.

Section 3. Horizontal Salary Lane Advancement:

Subd. 1. Applicable Credits:

a. Only credits earned from an approved, accredited college or university and germane to the teacher's teaching field are applicable for horizontal lane change.

b. The School District agrees to allow credits earned as a result of State mandated programs to be applied to horizontal lane change if such credits are earned from an approved accredited college or university and germane to the teacher's teaching field.

Subd. 2. Non applicable Credits: Credits earned through seminars, institutes and workshops attended on school time and/or for which the School District pays the expenses may not be applied toward a salary lane change.

Subd. 3. Credits Subject to Prior Approval Requirement: Courses and credits used for meeting the requirements of additional areas of licensure, for preparation in field of employment outside of education (e.g. law, medicine, real estate sales, etc.), or for meeting the requirements of educational administration licensure shall not apply to horizontal lane advancement unless specifically approved in advance in writing by the Superintendent or designee. If any such courses or credits are approved by the Superintendent or designee, the Exclusive Representative shall be notified of the approval.

Subd. 4. BA/BS+10, BA/BS+20, or BA/BS+30 Salary Lanes:

a. Credits used to advance horizontally on the salary schedule to these lanes must have been earned after the bachelor's degree has been awarded and a license for the teaching assignment has been earned.

Credits earned before the teaching degree has been granted and before the point at which the teacher becomes fully licensed to teach are not applicable for a salary lane change.

b. The credits used for horizontal advancement to the BA/BS+10, BA/BS+20, or BA/BS+30 lanes may be either undergraduate or graduate credits, but must meet the requirements of Section 3, Subd. 1 above.

Subd. 5. MA/MS Salary Lane: In order to qualify, the master's degree must have been earned as a result of completing an approved, accredited college or university graduate degree program in the major teaching field of the teacher.

Subd. 6. MA/MS+10, MA/MS+20, MA/MS+30, Ed.Sp./Ph.D./Ed.D. Salary Lanes:

a. Credits used to advance horizontally on the salary schedule at this level must have been earned after the master's degree has been awarded and a license for the teaching position has been earned.

b. Four (4) semester hour credits of the MA/MS+10 lane, and eight (8) semester hour credits of the MA/MS+20 lane, and eleven (11) semester hour credits of the MA/MS+30 lane may be undergraduate credits, but must meet the requirements of Section 3, Subd. 1, above.

Subd. 7. Application Procedure: Teachers earning placement on a higher salary lane must complete an application form which may be obtained from the human resources office. Official transcripts of courses taken and credits earned must be attached to the completed application form. The completed application must be submitted for consideration by September 1 or December 30 of each year. If an official transcript is not available by September 1 or December 30, other satisfactory evidence of successful completion of the course(s) will be accepted pending receipt of the official transcript.

Subd. 8. Lane Change Salary Adjustment: Salary adjustment will not be made until the official transcript is received, and, shall be in conformity with the provisions of Article VI. If the completed application is received by the human resources office by September 1 or December 30, the salary adjustment should be made by September 15 or January 15 payroll respectively.

Subd. 9. Evaluation of Credits by the Continuing Education Committee: If the Superintendent, Superintendent's designee, or the teacher, questions the suitability of courses and credits, the Continuing Education Committee may be asked to determine the appropriateness of the applicant's program in terms of professional growth. The evaluation by the Continuing Education Committee will be forwarded to the Superintendent and School Board for final action.

Section 4. Vertical Advancement on the Salary Schedule:

Subd. 1. Advancement: Advancement on the salary schedule shall conform to the provisions of Article XIX, Section 5.

Subd. 2. BA/BS Maximum: It is mutually agreed that the maximum step that a teacher in the BA/BS lane can achieve is the sixth (6th) step.

Subd. 3. Vertical Advancement Withheld: Vertical advancement on the salary schedule will be withheld if a teacher has not complied with State requirements.

APPENDIX A-1
2023-25 SALARY SCHEDULE PRE-K/K-12 PROGRAMS

For each person who has been employed as a teacher in the School District during the 2023-24 school year for a minimum of 15 years, the School District will contribute, on behalf of the employee, an amount equal to 2.0% of his/her gross salary, including longevity pay, overloads and extended contracts related to their normal teaching assignments to a health care savings account administered by the State of Minnesota Retirement System. For purposes of this language years spent on a board-approved leave of absence or ULA shall count towards years of employment.

STEP	BS/A	BS/A+10	BS/A+20	BS/A+30	BA+40/ MS/MA	MS/A+10	MS/A+20	MS/A+30	MA+40/ E.D.SP/ PH.D	Yrs. Of Teaching
(1)	\$ 46,823	\$ 47,542	\$ 48,645	\$ 50,335	\$ 52,029	\$ 52,939	\$ 54,403	\$ 56,416	\$ 58,972	1
(2)	\$ 48,176	\$ 49,008	\$ 50,280	\$ 52,151	\$ 54,036	\$ 54,934	\$ 56,394	\$ 58,405	\$ 60,955	2
(3)	\$ 49,619	\$ 50,487	\$ 51,912	\$ 53,973	\$ 55,984	\$ 56,925	\$ 58,386	\$ 60,394	\$ 62,928	3
(4)	\$ 51,106	\$ 52,087	\$ 53,539	\$ 55,779	\$ 58,011	\$ 58,905	\$ 60,363	\$ 62,367	\$ 64,912	4
(5)	\$ 52,598	\$ 53,717	\$ 55,342	\$ 57,708	\$ 60,074	\$ 60,976	\$ 62,428	\$ 64,423	\$ 66,962	4
(6)	\$ 54,133	\$ 55,325	\$ 57,139	\$ 59,637	\$ 62,137	\$ 63,030	\$ 64,484	\$ 66,472	\$ 69,011	6-7
(7)	\$ 54,133	\$ 57,150	\$ 58,927	\$ 61,558	\$ 64,181	\$ 65,080	\$ 66,532	\$ 68,508	\$ 71,046	8
(8)	\$ 54,133	\$ 59,015	\$ 61,010	\$ 63,630	\$ 66,252	\$ 67,148	\$ 68,592	\$ 70,775	\$ 73,157	9
(9)	\$ 54,133	\$ 60,873	\$ 63,160	\$ 65,787	\$ 68,403	\$ 69,304	\$ 70,745	\$ 72,917	\$ 75,261	10
(10)	\$ 54,133	\$ 62,717	\$ 65,511	\$ 68,131	\$ 70,752	\$ 71,643	\$ 73,036	\$ 75,074	\$ 77,600	11
(11)	\$ 54,133	\$ 64,654	\$ 67,959	\$ 70,526	\$ 73,100	\$ 74,068	\$ 75,483	\$ 77,434	\$ 79,911	12
(12)	\$ 54,133	\$ 67,537	\$ 70,776	\$ 73,291	\$ 75,818	\$ 76,772	\$ 78,161	\$ 80,073	\$ 82,502	13
(13)	\$ 58,407	\$ 72,280	\$ 75,632	\$ 78,236	\$ 80,846	\$ 81,838	\$ 83,274	\$ 85,247	\$ 87,760	14

APPENDIX A-2

For each person who has been employed as a teacher in the School District during the 2024-25 school year for a minimum of 15 years, the School District will contribute, on behalf of the employee, an amount equal to 2.0% of his/her gross salary, including longevity pay, overloads and extended contracts related to their normal teaching assignments to a health care savings account administered by the State of Minnesota Retirement System. For purposes of this language years spent on a board-approved leave of absence or ULA shall count towards years of employment.

STEP	BS/A	BS/A+10	BS/A+20	BS/A+30	BA+40/ MS/MA	MS/A+10	MS/A+20	MS/A+30	MA+40/E. D.SP/PH. D	Yrs. Of Teaching
(1)	\$ 47,923	\$ 48,660	\$ 49,788	\$ 51,517	\$ 53,251	\$ 54,183	\$ 55,681	\$ 57,742	\$ 60,358	1
(2)	\$ 49,308	\$ 50,159	\$ 51,461	\$ 53,377	\$ 55,306	\$ 56,225	\$ 57,719	\$ 59,778	\$ 62,388	2
(3)	\$ 50,785	\$ 51,673	\$ 53,132	\$ 55,241	\$ 57,300	\$ 58,262	\$ 59,758	\$ 61,813	\$ 64,407	3
(4)	\$ 52,307	\$ 53,311	\$ 54,798	\$ 57,090	\$ 59,374	\$ 60,289	\$ 61,781	\$ 63,833	\$ 66,438	4
(5)	\$ 53,834	\$ 54,979	\$ 56,643	\$ 59,064	\$ 61,486	\$ 62,409	\$ 63,896	\$ 65,937	\$ 68,535	5
(6)	\$ 55,405	\$ 56,625	\$ 58,482	\$ 61,039	\$ 63,598	\$ 64,511	\$ 66,000	\$ 68,034	\$ 70,633	6
(7)	\$ 55,405	\$ 58,493	\$ 60,312	\$ 63,005	\$ 65,689	\$ 66,609	\$ 68,095	\$ 70,118	\$ 72,715	7-8
(8)	\$ 55,405	\$ 60,402	\$ 62,444	\$ 65,126	\$ 67,809	\$ 68,726	\$ 70,204	\$ 72,439	\$ 74,876	9
(9)	\$ 55,405	\$ 62,304	\$ 64,644	\$ 67,333	\$ 70,010	\$ 70,932	\$ 72,408	\$ 74,630	\$ 77,029	10
(10)	\$ 55,405	\$ 64,191	\$ 67,050	\$ 69,732	\$ 72,415	\$ 73,327	\$ 74,752	\$ 76,839	\$ 79,424	11
(11)	\$ 55,405	\$ 66,174	\$ 69,556	\$ 72,184	\$ 74,818	\$ 75,809	\$ 77,257	\$ 79,254	\$ 81,789	12
(12)	\$ 55,405	\$ 69,124	\$ 72,440	\$ 75,014	\$ 77,599	\$ 78,576	\$ 79,997	\$ 81,955	\$ 84,441	13
(13)	\$ 59,780	\$ 73,978	\$ 77,409	\$ 80,075	\$ 82,746	\$ 83,761	\$ 85,231	\$ 87,250	\$ 89,823	14

APPENDIX B

EXTRACURRICULAR ACTIVITY SALARY SCHEDULE EXTRACURRICULAR COACHING SALARY SCHEDULE FOR GRADES NINE THROUGH TWELVE ATHLETIC PROGRAMS

2023-25

<u>CATEGORY I BASE</u>		<u>CATEGORY II BASE</u>		<u>CATEGORY III BASE</u>	
2023-24	\$7,683	2023-24	\$6,760	2023-24	\$5,377
2024-25	\$7,864	2024-25	\$6,919	2024-25	\$5,503

<u>CATEGORY I ATHLETIC PROGRAMS*</u>	<u>CATEGORY II ATHLETIC PROGRAMS*</u>	<u>CATEGORY III ATHLETIC PROGRAMS*</u>
Basketball Football Gymnastics Hockey Wrestling Swimming	Baseball Track & Field Volleyball Cross Country Softball Dance Line Advisor Cheerleader Advisor Soccer	Golf Tennis Weight Rm. Supvr.

<u>COACHING POSITION</u>		<u>PERCENT OF BASE SALARY</u>
A Squad	Head	100%
Junior Varsity	Head	75%
A Squad	Assistant	70%
B Squad	Head	70%
B Squad	Assistant	65%
9th Grade	Head	60%
9th Grade	Assistant	50%
Cheerleading	Fall	50%
Cheerleading	Winter	80%

*Athletic programs will be placed in categories determined by the following factors: length of season, number of contests, number of practices, number of equipment management hours, ratio of participants to coaches, and number of coaches in athletic program.

APPENDIX B
EXTRACURRICULAR ACTIVITY SALARY SCHEDULE
EXTRACURRICULAR COACHING SALARY SCHEDULE
FOR GRADES SEVEN THROUGH EIGHT ATHLETIC PROGRAMS
2023-25

Seventh and eighth grade coaches will receive two hundred ninety-eight dollars (\$298) per week in 2023-24 and three hundred five dollars (\$305) per week in 2024-25.

<u>ATHLETIC PROGRAM</u>	<u>COACHING POSITION</u>	<u>NO. OF WEEKS</u>	\$ PER WEEK	\$ PER WEEK
			<u>2023-24</u>	<u>2024-25</u>
Football	Head 8	6	\$298	\$305
	Asst 8	6	\$298	\$305
	Head 7	6	\$298	\$305
	Asst 7	6	\$298	\$305
Basketball	Head 8	9	\$298	\$305
	Asst 8	9	\$298	\$305
	Head 7	9	\$298	\$305
	Asst 7	9	\$298	\$305
Wrestling	Head 8	8	\$298	\$305
	Head 7	8	\$298	\$305
Gymnastics	Head 7-8	9	\$298	\$305
Track	Head 8	6	\$298	\$305
	Head 7	6	\$298	\$305
Baseball	Head 8	6	\$298	\$305
	Asst 8	6	\$298	\$305
	Head 7	6	\$298	\$305
	Asst 7	6	\$276	\$305
Volleyball	Head 8	6	\$298	\$305
	Head 7	6	\$298	\$305
Swimming	Head 7-8	6	\$298	\$305
Softball	Head 8	6	\$298	\$305
	Asst 8	6	\$298	\$305
	Head 7	6	\$298	\$305
	Asst 7	6	\$298	\$305
Tennis	Head 7-8	6	\$298	\$305
Cross Country	Head 7-8	6	\$298	\$305
Golf	Head 7-8	6	\$298	\$305
Soccer	Head 7-8	6	\$298	\$305

Special Olympics Coach \$988 for 2023-24 per season, Track, Swimming and Bowling
Special Olympics Coordinator \$988 for 2023-24 per year.

Special Olympics Coach \$1011 for 2024-25 per season, Track, Swimming and Bowling
Special Olympics Coordinator \$1011 for 2024-25 per year.

APPENDIX B CONTINUED

PUBLICATION	2023-24	2024-25
Echo - Newspaper High School	\$ 3,344	\$ 3,423
Voyageur - Annual - High School Publications Director	\$ 3,344	\$ 3,423
Asst. Pub. Dir. Echo/Voyager	\$ 3,344	\$ 3,423
Falcon - Middle School	\$ 704	\$ 721
Annual - Middle School	\$ 2,548	\$ 2,608
Camera Club - High School	\$ 3,344	\$ 3,423
Camera Club - Middle School	\$ 2,318	\$ 2,372
Elementary Yearbook (per school)	\$ 586	\$ 600
DRAMATICS		
High School Positions:		
Director, Fall Play Season	\$ 4,233	\$ 4,332
Assistant, Fall Play Season	\$ 1,500	\$ 1,535
Stagecraft Assistant, Fall Play	\$ 1,813	\$ 1,856
Director, Musical	\$ 5,381	\$ 5,507
Vocal Assistant	\$ 1,261	\$ 1,291
Pit Assistant	\$ 1,261	\$ 1,291
Choreography Assistant	\$ 1,261	\$ 1,291
Stagecraft Assistant, Musical	\$ 2,449	\$ 2,507
Pianist	\$ 633	\$ 648
Director, One Act Play	\$ 1,866	\$ 1,910
Assistant, One Act Play	\$ 592	\$ 606
Stagecraft Assistant, One Act Play	\$ 592	\$ 606
Director, Children's Play	\$ 2,822	\$ 2,888
Assistant, Children's Play	\$ 928	\$ 950
Stagecraft Assistant, Children's Play	\$ 1,557	\$ 1,594
Middle School Positions:		
Director, Fall Play	\$ 2,814	\$ 2,880
Assistant, Fall Play	\$ 928	\$ 950
Stage Crew, Fall Play	\$ 928	\$ 950
Director, Spring Play	\$ 2,814	\$ 2,880
Assistant, Spring Play	\$ 928	\$ 950
Stage Crew, Spring Play	\$ 928	\$ 950
ACADEMIC TEAMS ADVISOR		
Speech - High School	\$ 3,344	\$ 3,423
Speech/Debate - Middle School (Pro Rata amount of HS rate for either Speech or Debate)	\$ 1,631	\$ 1,669
Math League High School 9-12	\$ 1,891	\$ 1,935
Math League/Math Count Middle School 7-8	\$ 1,891	\$ 1,935
Photography	\$ 1,186	\$ 1,214
Computer	\$ 1,186	\$ 1,214
Science Olympiad	\$ 1,186	\$ 1,214
Link Crew (per person)	\$ 1,854	\$ 1,898
WEB Crew (per person)	\$ 1,854	\$ 1,898
Auto Skills competition, High School	\$ 3,322	\$ 3,400
National Honor Society	\$ 2,299	\$ 2,353
Robotics Head Advisor	\$ 3,791	\$ 3,880
Robotics Assistant Advisor	\$ 2,526	\$ 2,585
Project Design	\$ 1,169	\$ 1,196
MUSIC		
Band - High School: Concert Band & Stage Band	\$ 2,635	\$ 2,697
Marching Band & Pep Band	\$ 3,075	\$ 3,147
Choir - High School	\$ 2,635	\$ 2,697
Orchestra - High School	\$ 2,635	\$ 2,697
K-9 Music Teachers - Concerts (per concert)	\$ 71	\$ 73
Middle School Jazz Band	\$ 1,535	\$ 1,571
Middle School Singers	\$ 761	\$ 779
7th Grade Singers	\$ 761	\$ 779
Elementary Choir - Music Specialists	\$ 970	\$ 993
INTRAMURAL		
Intramural - Secondary Level	\$ 2,927	\$ 2,996
Coordinators - Secondary Level	\$ 1,152	\$ 1,179

APPENDIX C
MISCELLANEOUS SALARY PAYMENTS

	23-24	24-25
Driver Training Instruction -Classroom	\$38.60	\$39.51
Behind-the-Wheel	\$38.60	\$39.51
Targeted Services/Credit Recovery Instruction	\$36.28	\$37.13
Homebound Rate <i>(plus mileage outside city limits)</i>	\$32.14	\$32.90
Tutoring	\$32.14	\$32.90
Members of Barg. Unit <i>(rate applies for addition to or reduction from salary)</i>	\$158.18 \$31.64/hr	\$161.90 \$32.38/hr
Substitute Teaching Members of Barg. Unit Rate of Pay (i.e during Prep) MA Lane, Step 5	\$216.48 \$43.29/hr	\$221.57 \$44.31/hr
Interview Committee <i>(outside of contract hours)</i>	\$31.64	\$32.38
Counselors will receive Compensatory Leave or the following hourly pay for required evening activities	\$37.09	\$37.96
Elementary Teacher Assigned to Two Grades in One Room <i>(excludes Falcons Online Academy)</i>	\$5,539	\$5,669
Secondary Teachers Assigned Six Classes; 6/5 base salary – current salary schedule		
Teachers required to move classrooms shall receive payment of up to 15 hours of pay based on the MA lane, Step 5 hourly rate.		
Mileage Allowance for use of private vehicle	Federal IRS Rate	
Secondary Level Intramural Supervision	\$12.65	\$12.95
Summer School - Four Hours of Teaching; 2/3 daily wage - current salary schedule		
Elementary Patrol Supervision <i>(Jefferson, Lincoln and Roosevelt)</i>	\$2,344	\$2,399
Student Organization Advisors:		
VICA, OEA	\$920	\$941
VICA, OEA, FFA, FHA (Secondary)	\$637	\$652
DECA Head Advisor	\$4,295	\$4,396
DECA Assistant Advisor	\$3,221	\$3,297
Mentor/Mentee Program (Per Mentee)	\$775	\$793
Supervision of approved after school events	\$37.09	\$37.96
Student Council Advisor (High School)	\$5,377	\$5,503
Student Council Advisor (Middle School)	\$4,032	\$4,127
Student Council Advisor (Elementary)	\$565	\$578
Prom Advisor	\$1,343	\$1,375
Peer Tutor Coach	\$1,659	\$1,698
Trap Team Head Advisor	\$3,791	\$3,881
Trap Team Assistant Advisor	\$2,526	\$2,585
Curriculum Writing MA Lane Step 5	\$43.31	\$44.33
High Potential (per year)	\$1,054	\$1,079
Bus Supervision:		
Middle School a.m. and p.m.	\$4,279	\$4,380
Elementary p.m.	\$1,152	\$1,179
Detention Supervision	\$31.27	\$32.00
ABE Teacher Wage	\$31.57	\$32.31

Retroactivity and Vacation Pay

The rates of pay above specified shall become effective the first day of the month following the execution of the contract, except that pay for the persons employed in the following positions shall be retroactive to July 1, 2023:

ABE
Driver Training
Area Learning Center Instruction
Elementary Teacher Assigned Two Grades in One Room
Secondary Teacher Assigned Six Classes
Curriculum Writing
Mentor/Mentee
Elementary School Patrol
Bus Supervision

None of the personnel employed in the categories shall receive vacation or holiday pay for the duties they perform in these categories.

APPENDIX D

FARIBAULT PUBLIC SCHOOLS Faribault, Minnesota GRIEVANCE REPORT FORM

Grievance # _____ School District _____ Distribution Form _____

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date Cause of Grievance
Occurred: _____

B. 1. Statement of Grievance:

2. Relief Sought: _____

Signature

Date

C. Disposition by Principal:

Signature

Date

D. Position of Grievant and/or Association:

Signature

Date

STEP II

A. Data Received by Superintendent or

Designee: _____

B. Disposition of Superintendent or

Designee: _____

Signature

Date

C. Position of Grievant and/or

Association: _____

Signature

Date

STEP III

A. Date Received by School Board or

Designee: _____

B. Disposition by School Board:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

Faribault Public Schools
School Calendar 2023-2024

Approved: 5-22-23

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	No School
	No School, Teacher Contract Day
	First/Last Day of School
	End of Quarter/Semester/Trimester
	No School Teacher Work Day, PD, PLC, Staff meeting, grade/department day

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan 1 & 2 - NO SCHOOL - Winter Break

Jan 15 - NO SCHOOL

Jan 18 - End of Semester 1

Jan 19 - NO SCHOOL - Teacher Contract Day

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Feb. 9 - NO SCHOOL - Teacher Contract Day

Feb 15 - PreK-8 Conf 3:30 - 8:30 / HS Reg.

Feb 16 - NO SCHOOL - Conf 7:30 AM - 11:30 AM

Feb 19 - NO SCHOOL

Feb 22 - PreK-5, 9-12 Conf 3:30 - 8:30 pm

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March 1 - End of Trimester 2 (MS)

Mar 21 - End of Quarter 3

March 22 - NO SCHOOL - Teacher Contract Day

March 25-29 - NO SCHOOL - Spring Break

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April 10 - NO SCHOOL

April 19 - NO SCHOOL - Teacher Contract Day

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 3 - Big 9 Music Festival - PreK-8 regular day; Gr. 9-12 E-Learning Day dependent on AP Testing

May 24 - Last Day for Seniors Only

May 27 - NO SCHOOL - Memorial Day

May 30 - Last Day of School - PreK-Gr. 11

May 31 - Teacher Workday

June 2024						
S	M	T	W	T	F	S
						1
	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 2 - Graduation

June 19 - NO SCHOOL - Juneteenth

Aug 21 - Teacher Workday
Aug 22-24 - Workshop Week
Aug 25 - Teacher Workday
Aug 28 - First Day for 6 & 9; Meet & Greet K-5
Aug 29 - First Day for Gr. 1-5, 7-8 & 10-12
Aug 28-Sept 1 - PreK Family Conferences
Aug 30 - First Day for Kindergarten

Sept 4 - NO SCHOOL - Labor Day
Sept 5 - First Day for PreK
Sept. 22 - NO SCHOOL - Teacher Contract Day

Oct 17 - HS/MS Conferences 3:30 - 8:30 pm
Oct 18 - NO SCHOOL
Oct 18 - HS/MS Conferences 7:30 - 11:30 am
Oct 18 - HS/MS - PM off
Oct 18 - PreK-Gr. 5 - Teacher Contract Day
Oct 19-20 - NO SCHOOL - Fall Break

Nov 2 - End of Quarter 1
Nov 3 - NO SCHOOL - Teacher Contract Day
Nov 16 - PreK-5 Conferences 3:30 - 8:30 pm
Nov 21 - End of Trimester 1 (MS)
Nov 21 - PreK-5 Conferences 3:30 - 8:30 pm
Nov 22 - NO SCHOOL
Nov 22 - PreK-5 Conferences 7:30 - 11:30 am
Nov 22 - PreK-Gr. 9 - PM off
Nov 22 - HS/MS - Teacher Contract Day
Nov 23-24 - NO SCHOOL - Thanksgiving Break

Dec. 15 - NO SCHOOL - Teacher Contract Day
Dec 22-29 - NO SCHOOL - Winter Break


DOCUMENT AUTHORIZATION
TO MASTER CONTRACT 2023-25

IN WITNESS WHEREOF, the Parties have signed this Contract this 30 day of October, 2023.


FOR
FARIBAULT EDUCATION
ASSOCIATION



Corey Luettel, President



Cheri Staab, Chief Negotiator

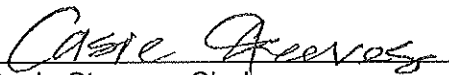


Angela Pedace, Teacher Representative

FOR
INDEPENDENT SCHOOL DISTRICT
NO. 656



Chad Wolff, Chair



Casie Steeves, Clerk