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**STAPLES-MOTLEY ISD #2170**

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# **Teacher Master Contract**

A Master Agreement between ISD #2170

and the

Staples-Motley Education Association, S.M.E.A., N.E.A

**July 1, 2023 - June 30, 2025**

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# STAPLES-MOTLEY ISD 2170 TEACHERS' MASTER CONTRACT

## ARTICLE I --PURPOSE

**Section 1. Purpose:** This Agreement is entered into between the Staples-Motley Independent School District 2170 (School District or School Board) and the Staples-Motley Education Association (SMEA), hereinafter referred to as the Exclusive Representative or Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment. This Contract shall be for the period from July 1, 2023, through June 30, 2025.

## ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the PELRA, the School District recognizes the SMEA as the Exclusive Representative of the teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as defined in this Agreement and in said Act.

**Section 2. Appropriate Unit:** The Association will represent all teachers of the district as defined in this Agreement and in the PELRA.

## ARTICLE III -- MANAGEMENT RIGHTS

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

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

**Section 3. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**Section 4. Teacher:** The term "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include the superintendent, assistant superintendents, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, and such other employees excluded by law.

## ARTICLE IV -- TEACHER RIGHTS

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

**Section 2. Working Conditions:** No teachers shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or the well-being of the students under their supervision.

Questionable working conditions or unsafe assignments that cannot be resolved at the building level shall be submitted, in writing, to the superintendent. The superintendent shall issue a written response within five (5) working days from the time the written notice of questionable working conditions is received.

If a matter of questionable working conditions or unsafe assignments cannot be resolved at the superintendent's level, then teachers may request the Board to resolve the matter. The Board must issue a written response within thirty (30) calendar days from the time the request to the board is received in the superintendent's office.

**Section 3. Teacher Transfers or Reassignments:** The School District will post notices of all vacant positions, including co-curricular positions, on a designated board in each building on the day the position opens. A copy of the opening will be forwarded to the local president, and a copy will be forwarded to all teachers via district-wide e-mail. Each such notice shall contain the date such notice is actually posted as well as the closing date for all applications. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid certificate or license to teach or work in such subject matter or field. Any licensed teacher may apply for a transfer to any vacant position for which they are eligible by filing a written application for transfer with the office of the superintendent with a copy to the appropriate building principal, within five (5) duty days from the date of posting. It is advisable for the teacher to schedule a meeting with the building principal within five (5) duty days from the date of posting for the purpose of expressing his/her intent. The employer shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching positions. The employer shall have the right to fill vacant positions on a temporary basis pending completion of the application process.

**Subdivision 1. Selection for Transfer:** The School District shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of the district. The one (1) teacher who best meets the following criteria shall be offered the position.

- a) Contribution which the staff member could make to the students in the new teaching position according to his/her training, experience, and interest
- b) Qualifications of the staff member as compared to those of other candidates, both for the position to be vacated, and for the position to be filled
- c) The desires of the staff member regarding the transfer or reassignment
- d) The recommendation of the principals, department chairpersons, grade level/team leaders, or teachers affected by the transfer
- e) The opportunities for professional growth on the teacher's part
- f) Seniority

Consideration of the above factors is not to be done, necessarily, in the order given, but the criteria established in a - f above shall be applied to all applicants in the same manner. In the event that all criteria listed in a - f above are essentially similar, as determined by the board or its representative, the teacher highest on the seniority list shall be preferred. Each teacher applying for voluntary transfer shall be notified, in writing, of the disposition of such application within ten (10) working days of the closing date for applications. In the event that an application for transfer by a teacher eligible for the vacant position is denied, that teacher will have the right to a meeting involving the administrative representative, the teacher, and his or her Association representative. The purpose of this meeting shall be to review reasons for denial referencing criteria a - f above. The teacher will receive a timely written explanation of such reasons, referencing criteria a - f above, from the building principal.

**Subdivision 2. Involuntary Transfer or Reassignment:** The purpose of this subdivision is to establish the procedures to be followed by the School District in making an involuntary transfer of a teacher from one school building, department, or position to a vacant position in another school building, department, or position. All involuntary transfers will be selected by applying criteria 1 - 5 below. An involuntary transfer or reassignment shall not be used as a punitive measure against a teacher.

- a) Selection for transfer: A teacher may be involuntarily transferred or reassigned to a vacant position only for which the teacher is certified or licensed. A teacher shall be deemed to be qualified for the purpose of

this Article only if such teacher has a currently valid certificate/license (other than a provisional license) to teach in such subject matter or field.

Before making an involuntary transfer or reassignment from any school building, department, or position, the School District will seek a volunteer from among those teachers who are certified or licensed for the vacant position. If no satisfactory volunteer is found pursuant to the criteria for selections set forth in this Section, teachers who are qualified and certified or licensed for the vacant position will be evaluated and selected based on criteria 1-5 as listed below.

1. Potential loss of contribution which the staff member is making in their current teaching position
  2. Qualifications of the staff member as compared to those of other candidates, for the position to be filled
  3. The recommendation of the principals, department chairpersons, grade level/ team leaders, or teachers affected by the transfer
  4. The potential for lost opportunities for professional growth on the teacher's part
  5. Seniority
- b) Notice of transfer: Consideration of the above factors is not necessarily to be done in the order given but the criteria established in 1 - 5 above shall be applied to all applicants. A teacher subject to an involuntary transfer or reassignment shall be notified of such transfer or reassignment within ten (10) working days of the decision. The teacher in question will have the right to a meeting involving the administrative representative, the teacher, and their Association representative. The purpose of this meeting shall be to review the reasons and criteria 1 - 5 referenced above for the action and he/she will receive a timely written explanation of such reasons and criteria from the building principal.
- c) Teachers subjected to an involuntary transfer shall be granted compensation based on the In-Service salary defined in Article VI, Section 4, for planning, training, and/or moving according to the following schedule:
1. No less than one (1) day and no more than three (3) days per diem for a full-time transfer.
  2. No less than one (1) day and no more than two (2) days for a transfer assigning a teacher to more than half-time in their new position.
  3. No less than one-half (1/2) day and no more than one (1) day for transfers which are for less than half-time in their new position.

These days shall be subject to the approval of the Staff Development committee.

**Section 4. Meet and Confer.** The School District and representatives from the Exclusive Representative shall meet and confer pursuant to Minnesota Statute 179A.08 to discuss and exchange views on policies and other matters which are not terms and conditions of employment. The School District shall provide the facilities and set the time for these meetings after consulting with the Exclusive Representative. These meetings shall be held according to the following schedule: at least once during the months of August-November, December-March, and April-July. The SMEA and School District representatives may develop guidelines for scheduling and conducting the meetings.

**Subdivision 1:** In addition to the regularly scheduled meeting as outlined in this Section, the faculty, administration, or school board may request a meet and confer meeting at any time to discuss instructional issues such as, but not limited to, class size, instructional workload, school schedules, staff development, and instructional supplies and equipment. The superintendent shall be responsible for presenting such a request from the administration or board to the SMEA president, while the SMEA president shall present such requests from the teachers to the superintendent. Upon receiving such notice, a meeting will be scheduled within ten (10) working days by mutual agreement between the superintendent and the SMEA president. Each party may bring up a maximum of two (2) items for discussion.

**Subdivision 2:** The SMEA and School District representatives may develop additional guidelines for scheduling and conducting the meetings by mutual agreement. Results from all Meet and Confer meetings will be made known to all board members and faculty. Each team shall be responsible to notify their respective groups.



**Section 5. Extracurricular and Other Duties:** Teacher participation in extracurricular and other duties scheduled after normal duty hours shall be voluntary. A teacher desiring to terminate participation in these duties shall notify the building principal by April 1 of any given year. The teacher shall be relieved of these duties for the following year. A job description of the activities shall be available to any person supervising an activity.

**Section 6. Leaving the Building During Contract Hours:** Teachers are permitted to leave the school building during their lunch period. Teachers may leave the building at other times for necessary and reasonable situations, but they must first make sure that their supervisor or office is notified and make sure that their class is supervised.

**Section 7. Maintenance of Membership:** Any member of the bargaining unit may authorize the School District to deduct from his/her pay, the amount of dues charged by the Exclusive Representative. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The School District agrees to implement all terms of dues check-off authorization submitted to the district by the Exclusive Representative and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be cancelled except during the week preceding October 1 each year. Cancellation must be in writing and forwarded to the Payroll Office within that week.

## **ARTICLE V -- PROFESSIONAL BEHAVIOR**

**Section 1. Teacher Responsibilities:** Teachers shall comply with all rules, regulations and directions adopted by the School Board or its representatives, provided that teachers are informed of such in writing. A teacher who believes a rule, regulation, or directive of the School Board or its representative, as it pertains to the terms and conditions of employment, is unreasonable, may invoke the grievance procedure.

**Section 2. Responsibilities to Students:** The parties agree that the school has a duty to serve its students by stimulating the spirit of inquiry and to aid students in acquiring knowledge, understanding, and skills, and in formulating worthy goals. The parties further agree that the school should seek to make students aware of the traditions and values of our democratic society.

The teachers should assure that students have the opportunity to examine varying points of view, to have varying points of view presented fairly and accurately, to receive undistorted views of subject matter and to form their own judgments.

Teachers have a responsibility to encourage students to recognize and enjoy their individual freedoms and to accept and meet their responsibilities associated with those freedoms while protecting the rights, dignity, and safety of all.

No employee of the school shall disclose confidential information about any student pursuant to Minnesota Law, and Federal Law (Buckley Law).

**Section 3. Correction of Delinquencies:** In the event any individual or group believes a teacher has been delinquent in professional behavior, questions and/or complaints about such behavior shall be directed first to that teacher or to the building principal. If questions and/or complaints are directed to a building principal, the teacher involved is to be made aware of them, if possible, within two (2) working days after the incident and given an opportunity to answer the questions and/or resolve the complaints.

Questions or complaints that are not satisfactorily answered or resolved by the teacher involved, or by the building principal, may then be referred to the superintendent. If this is done, the principal shall give the teacher involved

written notice of any alleged delinquencies, indicate the correction expected and specify a reasonable time in which to make the correction.

**Section 4. Proper Cause Required:** No teacher shall be disciplined, denied a scheduled salary increase or deprived of any right, benefit, or privilege without due process. Any discipline, denial or deprivation or any adverse evaluation of teacher performance asserted by the School Board or its representative, shall be subject to the grievance procedure set forth in this Agreement.

**Section 5. Teacher Representation:** When a teacher is to receive a formal warning or reprimand, as in Article V, Section 6 below, the teacher shall at all times be entitled to have present an agent of the Association and/or representation of the teacher's own choice. When a teacher has requested the presence of such an agent, no action shall be taken with respect to the teacher without having the agent present. Prior to issuing a formal warning or reprimand, the teacher concerned will be informed of his/her rights and given at least three (3) working days to decide whether or not the teacher desires an agent(s) of the Association and/or representation of the teacher's own choice present. Should the teacher decide to waive this right, such waiver will be in writing, with a copy of the waiver furnished to the teacher and the Association. At no time will any statement or inference be made by the School Board or its representative that such representation would work to the detriment of the teacher.

**Section 6. Procedural Requirements:** When a teacher stands accused of a breach of rules and/or regulations, and/or direction of the Board or its representatives, this shall be promptly reported to the teacher and the Association. The parties agree that before a formal warning, reprimand, or other discipline may be imposed on the teacher, the following due process procedural requirements will be met:

**Subdivision 1:** The teacher is to be presented, in writing, the school policy and/or ethical standards breached detailing:

- a) The rule and/or regulation, and/or directions that the teacher stands accused of violating
- b) When the alleged breach occurred
- c) The names and/or statements, orally or in writing, of witnesses who will be used to substantiate the alleged breach, unless Minnesota and/or Federal data privacy laws would be violated.

**Subdivision 2:** Teachers are to be aware that anything the teacher says may be used against that teacher in later meetings or proceedings.

**Subdivision 3:** Teachers are to be aware that they will be given the opportunity to produce witnesses and/or statements in the teacher's own behalf.

**Subdivision 4:** Teachers are to be aware that in the event that the charges are unsubstantiated or uncorroborated, the teacher has the right to conference with the accuser(s) and/or witnesses whose statement(s) allegedly support the charge.

**Subdivision 5:** In most cases, teachers are to be aware that the charges must be either substantiated and punitive action taken or dismissed within ten (10) working days of notification to the School Board or its representatives that an alleged breach of rules and/or regulations, and/or directions has occurred. The School Board or its representative may take more than ten (10) working days to make a decision about an alleged breach of discipline or policy if more time is needed to complete an investigation. A good faith effort will be made to complete any investigation and make a subsequent determination in as timely a manner as possible.

**Section 7. Progressive Discipline:** The School District intends to follow a policy of progressive discipline for its teachers. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline. Disciplinary action will normally follow, but not be limited to this sequence:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay
4. Suspension without pay
5. Discharge

**Subdivision 1:** Nothing in writing will be placed in a teacher's personnel file without teacher's prior knowledge. Any documentation placed in teacher's personnel file will be cc'd to teacher.

**Section 8. Unfair Practices:** At no time will any teacher be subjected to attempted or consummated interference, restraint, coercion, or discrimination by the School Board or its representatives when engaged in the exercise of those rights guaranteed by the PELRA and this Agreement.

## ARTICLE VI – SALARIES

**Section 1. Basic Salaries:** All basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. This salary schedule will remain in effect during the period of this Agreement or until it has been modified or replaced by mutual consent of the parties pursuant to the provisions of the PELRA.

**Subdivision 1:** Teachers will not be able to advance beyond the MA-15/BA-90 lane without a master's degree unless they have an Individual Growth Plan pre-approved by the Professional Growth Committee.

### **Subdivision 2:**

The Individual Growth Plan referred to in Subdivision 1 above will be developed according to guidelines established by the Professional Growth Committee and superintendent. Initial approval of the plan will require approval by the Professional Growth Committee, the teacher's principal, and superintendent. Thereafter, monitoring the plan and approval for lane change will be done by the Professional Growth Committee.

### **Section 2. Additional Pay:**

**Subdivision 1. Longevity Pay:** All teachers covered by the Agreement with twenty-five (25) years of continuous service, under the teacher agreement, to the Staples-Motley School District (starting year twenty-six [26])) shall receive longevity pay of one-thousand five hundred dollars (\$1,500) per year.

**Subdivision 2. Career Increment Pay:** Additional career increment pay will be paid as follows, according to years of service in the Staples-Motley School District:

Starting Year	Years Completed	Effective July 1, 2013
12	11	\$ 1,000
17	16	\$ 1,500
22	21	\$ 2,000

All career increment pay earned from this Section 2 Subdivision 2 shall be deducted from the amount for which a teacher will qualify to receive upon electing to sever his/her employment with the School District according to Article X Section 2.

**Section 3. Non-Contracted Summer School Teaching Positions:** All vacancies for summer school teaching positions shall indicate areas of required certification and be advertised to all teachers in the system as soon as vacancies become known. Assignments to such positions shall be voluntarily accepted by the teacher. Should more than one teacher apply for an advertised position, the following order of criteria for establishing which application takes precedence will be in effect:

1. Previous experience teaching summer school
2. Tenure
3. Seniority

**Subdivision 1:** Compensation for summer school employment shall be on a prorated hourly basis of the teacher's annual salary for the previous school year in Schedule A.

**Subdivision 2:** For each hour of pupil contact the summer school teacher shall be allocated an additional ten (10) minutes as preparation time, and paid accordingly.

**Subdivision 3:** Student/teacher ratio in the classroom shall not exceed twenty-five (25) to one (1). Reasonable rest and relief periods shall be provided.

**Section 4. Ancillary Salaries:** Teachers who voluntarily accept positions to provide ancillary teaching services or substitute during their prep time shall be compensated with an hourly salary which is listed below as a factor of the salary schedule. The factor listed will be multiplied by the base on the salary schedule to determine the hourly salary.

Position	Factor	2023-2024	2024-2025
Homebound Instruction	0.000505	\$20.56	\$21.30
In-service Salaries	0.000589	\$23.98	\$24.85
Adult Evening Instruction	0.000842	\$34.29	\$35.52
Behind-The-Wheel Driver's Ed.	0.000653	\$26.59	\$27.55
Substitute (per hour)	0.000820	\$33.39	\$34.59

**Subdivision 1:** Teachers who must go beyond the city limits of their home school to deliver homebound instructional services to students shall be reimbursed for mileage at the district mileage rate.

**Subdivision 2:** In-service salaries shall be paid at the rate listed above or as agreed upon by the parties. These in-services must be pre-approved by the School Board or its representative and include such activities as instructors teaching classes or developing curriculum during non-contract time. Teachers who conduct in-service activities shall be paid at a rate agreed upon between the teacher and administration.

**Subdivision 3:** Adult evening instruction is that instruction paid from community service funds which requires certified instructors. The salary factor listed above is not to be construed as prohibiting the School District from hiring adult evening specialists which require a higher rate of pay.

**Subdivision 4:** Teachers certified to provide behind-the-wheel driver education instruction shall be paid according to the above index.

**Subdivision 5:** Speech teachers who maintain their American Speech-Language-Hearing Association (ASHA) license which qualifies them to do third party billing, shall receive an increase in their base salary of two and 15/100<sup>th</sup> percent (2.15%). The teacher's base salary in this case is where the teacher is placed on the salary schedule with years of experience and credits for lane advancements. In addition, the School District will reimburse the actual cost of the ASHA license if that cost has not been reimbursed from another source. Unless the speech teacher is using the C.E.U.'s required for licensure to move across lanes on the salary schedule, the School District will pay the costs incurred for acquiring these C.E.U.'s.

**Section 5. Placement on Salary Schedule:**

**Subdivision 1:** A teacher who has previous teaching experience and/or appropriate work experience MAY upon initial employment in the School District, be given full credit for such experience up to step six (6) years on the salary column for which the teacher is qualified. For experience in excess of six (6) years, the School Board may, at its discretion, allow additional credit on the salary schedule.

**Subdivision 2:** Any teacher under contract with the School District will be credited with a full year of teaching experience toward placement on the salary and career increment schedules after completion of his/her probationary period as defined in Minnesota Statute 122A.40, Subdivision 5(e).

**Section 6. Credits for Advanced Columns on the Salary Schedule:** All credits that a college or university will accept toward the requirements for a degree beyond the degree a teacher currently holds may be counted as credits to qualify that teacher for a placement on an advanced column on a pro-rated formula subject to pre-approval by the Professional Growth Committee. See Section 1 of this Article.

**Subdivision 1:** To qualify for placement on an advanced column of the salary schedule, a teacher may also use a reasonable number of acceptable undergraduate and/or workshop credits (See Article VI, Section 1). To be acceptable, undergraduate and workshop credits must represent preparation beyond the basic requirements for the position the teacher holds and/or this preparation must be likely to enable that teacher to do a significantly better job. Workshop credits can be counted only if they are not earned on contract time. Any workshops that were attended during contract time cannot be reimbursed nor counted toward lane changes.

**Subdivision 2:** The Professional Growth Committee shall evaluate the credits and recommend to the School Board the credits it considers acceptable, but the School Board shall make the final decision, subject to grievance procedures.

**Subdivision 3:** Each ten (10) hours of participation in a workshop or conference approved by the School Board or its representative upon the recommendation of the Professional Growth Committee shall be considered the equivalent of one (1) quarter credit of college or university work. For the purpose of this subdivision, "participation" shall be interpreted as attending and/or presenting at any workshop or conference which is pre-approved by the Professional Growth Committee. It is understood that any presentation that has been approved for a lane change shall not be used again for any additional lane advancement.

**Subdivision 4:** When computing lane placement following an MA degree within a teacher's field, all credits which have been previously approved by the Professional Growth Committee plus additional credits needed to complete the MA degree shall be recognized. In addition that teacher will receive the one-lane incentive for completion of the MA degree within his/her field. In such cases, teachers shall be granted no more than one lane beyond the total number of credits that they have earned and had approved by the Professional Growth Committee.

**Section 7. Effective Date:** Teachers who have credits that make them eligible for a lane change on the salary schedule may have their individual contract modified and salary adjusted accordingly by providing the information to the Professional Growth Committee in time for the January and June board meetings, so the changes can be effective February 1 and July 1.

**Section 8. Other benefits:** Refreshments may be provided to teachers at meetings, pending administrative approval.

**Section 9. Paydays:** Teachers' contracted salary checks will be paid on a twelve-month/24-paycheck basis and shall be paid the 15<sup>th</sup> and 30<sup>th</sup> day of every month. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a weekend or legal holiday when school is not in session, salary checks will be paid on the last working day prior to the 15<sup>th</sup> or 30<sup>th</sup>. Teachers who are leaving the district may elect to receive their remaining checks scheduled for June, July, and August on the June 15<sup>th</sup> payroll by making such election in writing to the Superintendent of Schools by April 1, of that school year. The submission date for payroll timesheets will be as close to the 30<sup>th</sup> as possible and still provide time for the district to process the payroll and make necessary data submissions to the bank(s). A calendar of payroll timesheet submission dates will be prepared annually by the Payroll Office.

## ARTICLE VII -- PROFESSIONAL GROWTH

**Section 1. Committee:** A Professional Growth Committee (PGC) will evaluate applications for sabbatical leaves and other leaves of absence and requests from teachers who wish to use graduate, undergraduate, and/or workshop credits to qualify for placement on different columns of the salary schedule. This Committee will recommend to the School Board or its representative the applications and requests it believes should be approved. In all cases, the school board or its representative shall make the final decisions on such applications and requests.

The PGC will consist of one (1) teacher, selected by the teachers, from each building and up to two (2) administrators, selected by the administrators. Members of this Committee are to be elected no later than fifteen (15) days after the beginning of the academic year and are to serve until their replacements have been elected at the beginning of the

next academic year. If a member of the Committee must be replaced during an academic year, those who elected the member shall choose the replacement.

**Section 2:** Effective July 1, 2015, the School Board shall pay each teacher fifty dollars (\$50.00) for each quarter credit or equivalent semester approved by the PGC completed while an employee of the School District. Payment is subject to the following provisions:

**Subdivision 1:** Credits earned while on sabbatical leave or in course work acquired during which the School Board paid the teacher's expenses (mileage, lodging, and food, if applicable) and provided release time from contractual obligations shall not be reimbursable under this provision.

**Subdivision 2:** The maximum number of credits per individual teacher for which the School Board will reimburse the teacher is limited to thirty (30) quarter hours, or equivalent semester hours.

**Subdivision 3:** To collect reimbursement under this provision, the teacher shall forward a request to the PGC for its approval. This request will have appended a transcript or grade report indicating the course name and a brief synopsis of course content. The PGC shall submit the above to the School Board for final approval.

**Subdivision 4:** The PGC shall approve the teacher's request for reimbursement only if the course work completed will directly aid the teacher in performance of duty. If disapproved, the PGC will return the request for reimbursement to the teacher, with a statement indicating the reason(s) for disapproval. If approved, the PGC will so indicate and forward the request for payment to the business office within five (5) business days.

**Subdivision 5:** A teacher may, on request to the PGC, receive an official predetermination as to applicability for reimbursement on any course in which the teacher contemplates enrolling. A request for predetermination will be addressed to the PGC, citing course name, number, the catalogue description, and other pertinent details which the teacher wishes the PGC to consider. The PGC shall have seven (7) calendar days to make its determination and so advise the teacher making the request. Should the PGC consider that the course qualifies for reimbursement, they will so notify the teacher, in writing, of their approval. If disapproved, the PGC will indicate the reason(s) therefore, and notify the teacher in writing. On filing for reimbursement under Subdivision 3, the teacher will attach the PGC pre-approval to the request.

**Subdivision 6:** Should the teacher disagree with the findings of the PGC, the matter then becomes fully grievable under Article XVIII of this contract.

**Section 3. Career Tech Ed/College in the Schools (CTE/CIS):** A teacher that is pursuing coursework towards CTE/CIS credential must complete the CIS Pre-Approval form. Once the form is complete, the teacher must make a request to the PGC and receive an official predetermination as to applicability for reimbursement on any course in which the teacher contemplates enrolling. This Committee will recommend to the school board or its representative the applications and requests it believes should be approved. In all cases, the school board or its representative shall make the final decisions on such applications and requests. Upon receiving the credential, the teacher will make a five (5) year commitment to the School District. If the commitment is not honored, the teacher shall repay the School District the full cost of the coursework reimbursement unless the reason for not honoring the commitment is agreed upon by both sides (illness, lay-off or nonrenewal or classes no longer being offered).

**Subdivision 1:** Teachers eligible for Section 3 shall be given appropriate lane changes upon the completion of receiving the CTE/CIS credential. The teacher will receive the one-lane incentive for completion of the credential. In such cases, teachers shall be granted no more than one (1) lane beyond the total number of credits that they have earned and had approved by the Professional Growth Committee. There will be no carry-over from the credits used to receive the CTE/CIS credential.

## ARTICLE VIII -- INSURANCE & HRA

### Section 1. Group Health Insurance, Health Reimbursement Arrangement (HRA), and Health Savings Account (HSA):

**Subdivision 1. Contribution:** The School District will make an annual contribution toward the health insurance premiums/costs for all full-time teachers as follows: Eight thousand six hundred dollars (\$8,600) for the July 1, 2023 - June 30, 2024 school year, and nine thousand one hundred dollars (\$9,100) for the July 1, 2024 – June 30, 2025 school year. The portion of the settlement package contributed toward health insurance premiums/costs shall be revised every two (2) years by the membership of the SMEA. Any of the above amounts not used for the health insurance premium will be deposited in each teacher's individual Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) at the direction of the teacher. Teachers whose contracts are less than full-time will have this benefit prorated according to their full-time equivalency (FTE). Teachers must be employed a minimum of a thirty-five percent (35%) FTE to qualify for this benefit. To be eligible for the aforementioned district contribution a teacher must participate in the School District's health insurance plan. Teachers contracting to work less than full-time may participate in the School District's group health insurance plan by paying the difference between the School District's prorated portion and the full premium through payroll deduction. Teachers who are eligible for the district health insurance contribution mentioned above and are covered under their spouse's dependent plan (said spouse being a full-time teacher in the School District) shall apply their full amount toward the family policy and have the positive balance of their benefit, if there is one, deposited into their individual HRA or HSA. The parties agree that the Exclusive Representative shall not select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

#### **Subdivision 2. Health Reimbursement Arrangement and Health Savings Account**

- a) **Purpose and Management:** The purpose of the HRA and HSA shall be to provide an entity to manage the employee's health benefit and pay for eligible health care expenses. Each employee shall have a separate account within the HRA or HSA plan administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the Trust Documents to the business office for review.

This fund may be used only by teachers and their immediate families, as established in Internal Revenue Code, section 152 and HRA Revenue Ruling 2006-36. An immediate family shall include the same family members as defined and covered by the group provider. There shall be no limit on the amount an employee member of the fund may accumulate.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA or HSA will be disbursed according to the agreement with the HRA or HSA provider.

b) **Qualified Claims:**

1. Medical Insurance Premiums
2. Dental Care, Ear Care, and Eye Care
3. Prescriptions--medical care prescribed by a licensed physician, chiropractor, or any other licensed medical provider whose service is tax-exempt (IRS Code 213 d)
4. All other medical care which is tax-exempt under IRS Code 213 d and cannot be prescribed such as doctor office calls.

### Section 2. Establishment of Voluntary Employee Beneficiary Association Plan (VEBA):

**Subdivision 1.** The School District shall make available a Voluntary Employee Beneficiary Association Plan (VEBA) and Trust to all qualified teachers and eligible retirees. The teachers shall be part of the group which is

made up of all bargaining units in the School District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

**Subdivision 2.** All administrative fees incurred by the School District in managing accounts of teachers who are active, on leave or retired, that are participating in the VEBA Plan, shall be paid by the School District. If the VEBA Plan is terminated or if the School District contributions cease by agreement between the parties, administrative fees associated with this action shall be paid by the School District. Investment fees paid to the HRA Trustee shall be borne by the individual account holder.

**Section 3. Income Protection Insurance / Long Term Disability (LTD) Insurance:**

**Subdivision 1:** For each full-time teacher not on leave of absence without pay, the school board agrees to furnish and pay the full premium for an income protection insurance plan that will pay any teacher, who is disabled, two-thirds (2/3) of the teacher's basic contracted salary less any payments from Social Security or other compensation, with payment of benefits to begin six (6) months after such teacher becomes disabled, and to continue as long as the teacher remains disabled, until he/she reaches the duration of benefits specified in the Insurance contract (see below). The School District shall annually, at the policy's renewal date, review teacher salaries and inform the insurance carrier of required adjustments in the salary cap in order to assure all teachers are covered for two-thirds (2/3) of their salary.

Mo. Benefit	Age at Disablement	Duration of Benefits
2/3 of Mo. Earnings	Prior to age 60	To the day before attaining the Soc. Sec. Retirement Age as stated in the 1983 Revision or any later revision of the U.S. Soc. Sec. Act.
2/3 of Mo. Earnings	Age 60 - 64	To the later of the above or 36 mo.
2/3 of Mo. Earnings	Age 65 - 67	24 months
2/3 of Mo. Earnings	Age 68 - 69	18 months
2/3 of Mo. Earnings	Age 70 - 71	15 months
2/3 of Mo. Earnings	Age 72 or above	12 months
Elimination Period: 1	20 Consecutive Days	

The above conditions may change if the insurance carrier discontinues or alters this plan.

**Subdivision 2:** A teacher shall use any accumulated leave time (Paid Time Off and Personally Accumulated Sick Leave Bank [PASLB]) at full rate of pay until such time as income protection insurance/LTD becomes effective. Any teacher that has begun receiving benefits and still has unused PTO leave left shall be entitled to use those days at the rate of one-third (1/3) PTO leave day per benefit day until their accumulated PTO leave has been depleted.

**Section 4. Life Insurance:** The School District shall provide a fifty thousand dollars (\$50,000.00) term life insurance policy for each full-time teacher. If the teacher works less than full-time, the life insurance coverage provided by the School District shall be prorated according to their percent of full-time employment. The School District shall, through its carrier, make available the option for teachers to buy additional life insurance coverage for themselves, their spouses, or dependents.

**ARTICLE IX -- TEACHER LEAVES**

**Section 1. Locally Donated Sick Leave Bank and Operation:**

**Subdivision 1. Statement of Intent:** The Locally Donated Sick Leave Bank (LDSL) is expressly intended to be used by any teacher in the teacher bargaining unit who is incapable of performing duties due to accident or serious illness after they have used their Personal Time Off (PTO) leave and Personally Accumulated Sick Leave Bank (PASLB) and is not intended to be used for any other type of leave provided for in other Sections of this



contract. No qualifying employee shall be allowed to use LDSLB if they have fulfilled the waiting period and qualify for income protection as provided elsewhere in this Contract.

**Subdivision 2. Membership:**

- a) The LDSLB will be composed of teachers covered by this Master Contract and who are under contract with the School District.
- b) Teachers on leave (as defined in Article IX, Section 3-13), except for FMLA or medical leave, are not allowed to use the LDSLB but will be allowed to use it again upon their return. If, during the leave, the LDSLB has required a contribution from all members, the teacher returning from the leave must contribute one (1) day within thirty (30) days of returning to work to remain a member.
- c) First year teachers in Tier II or Tier III will not be eligible for membership or use of the LDSLB until they have completed one (1) year with the School District, and one (1) of their accumulated sick leave days has been contributed to the LDSLB.

**Subdivision 3. Qualifications:** Teachers who exhaust their Paid Time Off (PTO) Leave and PASLB and are experiencing a “medical emergency” shall be allowed to request a withdrawal from the LDSLB after two (2) days of unpaid leave. All deductions from this bank will be made only with the approval of the School Board or its duly designated representative and the Association. The LDSLB will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician. Except for FMLA or medical leave, teachers on leave are not eligible to access the LDSLB. A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the LDSLB.

Any teacher who has drawn from the LDSLB must remain employed in the School District for two (2) years after recovering or pay the School District fifty (50) percent of the benefit he/she has drawn. In the case of terminal illness all pay back provisions will be waived.

**Subdivision 4. Depletion and Replenishment:** The LDSLB is not allowed to go into a deficit situation. Should the number of days in the LDSLB fall to less than ten (10), each teacher, excluding first-year probationary Tier II and tier III teachers, must contribute one (1) sick leave day for the current school year in order to remain a member of the LDSLB.

**Subdivision 5. Non- Members:** It is understood that circumstances may arise where a non-member of the LDSLB may wish to use the LDSLB. Such circumstances may include, but are not limited to, a first year teacher in Tier II or Tier III, a teacher on leave, or a teacher who is on medical leave or FMLA and is unable to contribute to the LDSLB to retain membership. Therefore, a teacher who is a non-member of the LDSLB experiencing a “medical emergency” may wish to request use of the LDSLB in the same way that a current member would. The decision to grant any such request will be made by mutual agreement between School Board or its duly designated representative and the Association.

**Section 2. Personal Time Off (PTO) Leave with Pay:**

Each full-time teacher shall be credited with eleven (11) days of PTO Leave. Teachers with less than a full-time contract will be credited with a pro-rated amount of days to the nearest half day. Any days of PTO Leave used, but not earned, shall either have a day’s pay deducted from salary by the School District or the teacher shall reimburse the School District a day’s pay.

**Subdivision 1. Carryover:** Teachers with less than thirty (30) days in their PASLB after the last teacher contract day of the school year must bank all unused PTO Leave from that school year to their PASLB. Teachers with at least thirty (30) days in their PASLB after the last teacher contract day of the school year may convert up to three (3) days of unused PTO Leave. Teachers with at least sixty (60) days in their PASLB after the last teacher contract day of the school year may convert an additional two (2) days of unused PTO Leave. For each day

converted, the School District will fund the current daily sub rate of pay toward that teacher's HRA or HSA account by June 30<sup>th</sup> and those days may not also be banked to their PASLB. Requests must be made in writing to the district office by June 15<sup>th</sup>. Any unused PTO Leave days not converted will be added to the PASLB. Once days are banked in their PASLB, they may not be converted to fund their HRA or HSA under this subdivision.

**Subdivision 2. Limit:** The number of teachers on PTO Leave at any time shall not exceed ten percent (10%) of the total FTEs for teachers in each building. In the event a PTO Leave request for any particular day should bring the total above ten percent (10%), the building administrator and SMEA executive team will work together to determine the outcome. If an agreement cannot be reached, the superintendent will determine the outcome. Teachers on Maternity/Paternity Leave shall not be counted in the ten percent (10%); however, all teachers on Maternity/Paternity Leave must use all PTO Leave before accessing leave without pay.

**Subdivision 3. Prohibitions:** The use of PTO Leave is at the discretion of the teacher; provided; however, PTO Leave shall not be used on parent-teacher conference days, the first or last student contact day of the school year, or pre-school workshop days, unless the School Board has changed such days from the days originally set in the school calendar to make up days lost by reason of inclement weather or other good causes. The superintendent, on rare occasions, may grant leave upon written request by the teacher.

**Subdivision 4. Usage and Limitations:** PTO Leave may be used at the discretion of the teacher to cover any personal absences not described in Bereavement Leave, Leaves for Professional Position, Association Leave, Leave for Jury Duty, Leaves for Court Hearings, Leaves for Professional Visitations, Leave for Educational and/or Professional Growth, Extended Leave of Absence for Educational Purposes without Pay, Leave of Absence to Attend Statutory Meetings of Local Governmental Agencies, Leave of Absence with 80% of Salary, Professional Duties of Other Organizations.

All eleven (11) PTO Leave days must be used before their PASLB can be accessed. Banked Leave days may be used for illness and up to three (3) days per occurrence may also be used for bereavement.

There will be a five (5) consecutive day limit for PTO Leave use. A teacher who wishes to use short term (five [5] days or less) PTO Leave must submit a written request for such Leave to the building principal at least three (3) days in advance, unless an emergency exists. Teachers may make a request to use more than five (5) PTO days consecutively. A teacher who wishes to use long term PTO Leave (six [6] days or more) shall submit, two (2) weeks in advance, a request in writing to the School Board or its representative. Each request shall stand on its own merit and shall not establish past practice. If a long term absence is due to an illness, injury or maternity leave, the School Board may require a doctor's certification to invoke this clause.

**Subdivision 5:** Teachers who's employment is terminated during the school year shall be required to reimburse the district for PTO Leave days taken but not earned. In the event termination of employment results from an illness, judged by competent medical authority to be terminal, this provision will not apply.

**Subdivision 6:** PASLB and PTO leave may have to be taken in full or one-half day increments, depending on how the administration has to hire a substitute to fill in for a teacher.

**Subdivision 7:** Childbirth, adoption and Pregnancy Leave is granted under PTO Leave / Personally Accumulated Sick Leave according to one of the following conditions:

- a) During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- b) Following the birth / adoption of a child, the parent/guardian will be granted PTO Leave and access to their PASLB for any school days during the next six (6) calendar weeks. Thereafter, a statement

from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the parent/guardian to qualify for additional leave due to the birth of a child.

**Section 3. Bereavement Leave:** Bereavement leave will be provided upon the death of a family member. Teachers who have worked at least sixty (60) days will be paid for up to two (2) days' pay per occurrence for time lost from work to provide for or attend funerals of immediate family members. Three (3) additional days may be taken, at the teacher's discretion, for bereavement leave which will be deducted from the teacher's PTO Leave/PASLB. "Immediate family" is defined as the teacher's spouse, child, parent, step-parent, spouse's parent, grandparent, grandchildren, sibling and sibling-in-law of the employee, Minnesota Statute 181.9413. The two (2) days are calendar work days. For instance, a half-time teacher would get two (2) calendar work days, not four (4) half-days.

**Section 4. Leaves for Professional Positions:** A teacher who is elected and/or appointed to an executive position in Education Minnesota or the National Education Association shall be granted a leave of absence without pay as provided in PELRA. Leaves according to this Section shall not be deducted from the teacher's PTO Leave totals.

**Section 5. Association Leave:** At the beginning of each school year, the Association shall be credited with one-half (1/2) day of leave with full pay per teacher to be used at the discretion of the Association by teachers who are officers or agents of the Association for conducting the business of the Association. The Association agrees to notify the School Board or its designated representative no less than forty-eight (48) hours in advance, when possible, which of its officers and/or agents plan to use such leave and when the leave will be taken. Leaves according to this Section shall not be deducted from the teacher's PTO Leave totals.

**Section 6. Leaves for Jury Duty:** When requested, a teacher may serve on jury duty. The School Board shall pay the teacher full salary, provided that such teacher agrees to return to the School District all wages received for serving on jury duty, except for mileage. Leaves according to this Section shall not be deducted from the teacher's PTO Leave totals.

**Section 7. Leaves for Court Hearings:** Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from "teaching activities," to fulfill a civic obligation under subpoena, or under conditions in which a subpoena would reasonably be issued by the court. This shall not apply to court proceedings initiated by the teacher or by the Association against the School District. Leaves according to this section shall not be deducted from the teacher's PTO Leave totals.

**Section 8. Leaves for Professional Visitations:** The School Board agrees to allow teachers to attend and participate in a reasonable number of professional visitations, conventions, conferences, workshops, and other such similar meetings. In all cases, the final decision as to which requests are to be granted will be made by the School Board or its designated representative. The School Board agrees to allow teachers it authorizes to attend such events, sufficient leave time with pay to attend and pay a mileage allowance with actual costs of transportation, registration fees, and other reasonable and necessary costs of attending. Leaves according to this Section shall not be deducted from the teacher's PTO Leave totals.

**Section 9. Leaves for Educational and/or Professional Growth:** . . .

**Subdivision 1. Sabbatical Leave:** A teacher who has completed at least five (5) years of service in the district is eligible for a sabbatical leave of up to one (1) academic year to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a) Applications for sabbatical leave are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants to whom it believes leaves should be granted. The superintendent and the School Board shall decide which applicants are to be granted leave. Applications will normally be submitted before February 1, and shall be acted upon before March 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances. Ordinarily, no more than two (2) teachers may be granted leave during any academic year, but additional leaves may be granted at the discretion of the School Board and the school administration.

- b) In order that all applicants are given equal consideration and in case the number of requests exceeds the limitation, the following criteria will be considered in selecting the candidates for sabbatical leave:
  1. The merit of the objectives as they relate to improving the instructional program
  2. Years of teaching experience in the district
  3. Previous sabbatical leave(s)
  4. Reasonable distribution of applicants by schools
  5. Evidence to acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c) A teacher on sabbatical leave shall be paid an allowance of one-half (1/2) the salary they would have received for teaching in the district during that school year and shall also receive one-half (1/2) of qualified fringe benefits. If a teacher is on sabbatical leave for less than an academic year, the teacher's allowance shall be prorated.
- d) A teacher on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of sabbatical allowance. A teacher is required to devote full-time to the activities for which the leave was granted and will submit evidence of this to the School Board on return to the School District. A teacher's sabbatical allowance shall be reduced appropriately if said teacher does not devote full-time to the activities for which the leave was granted.
- e) A teacher who is granted a sabbatical leave must agree to return and teach two (2) years in the district after completion of the leave. Unless the individual is no longer able to teach for physical or psychological reasons, a teacher who does not return within whatever reasonable time the School Board may specify must reimburse the School District for the sabbatical allowance received while on leave. A teacher who returns for less than two (2) years must repay a prorated portion of the allowance received.
- f) For purposes of determining the step on the salary schedule for which a teacher qualifies, a year of sabbatical leave, or major fraction thereof, shall be counted, except that the sabbatical year will not be counted as a year of teacher experience if, during the leave, the teacher earned graduate credits that qualified the teacher for a higher salary on the basis of educational preparation.
- g) For purposes of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on sabbatical leave shall be considered members of the School District faculty.
- h) A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, PASLB, and all other accrued benefits provided in this contract.

**Subdivision 2. Extended Leave of Absence for Educational Purposes without Pay:** A teacher who has completed at least two (2) years of service in the District is eligible for an extended leave of absence without pay for a period to be acceptable to the School Board to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a) Applications for extended leave of absence without pay are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants for whom it believes leaves should be granted. Applications will normally be submitted before March 1, and shall be acted upon before April 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances.
- b) In order that all applicants are given equal consideration, the following criteria will be considered:
  1. The merit of the objectives as they relate to improving the instructional program
  2. Years of teaching experience in the district

3. Evidence of acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c) A teacher on extended leave of absence without pay may accept scholarships, fellowships, or other financial aids. A teacher is required to devote full time to the activities for which the leave was granted and will submit evidence of this to the school board on his/her return to the district.
- d) For purposes of determining the step on the salary schedule for which a teacher qualifies, the period of extended leave of absence without pay shall not be counted.
- e) For purpose of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on extended leaves of absence without pay shall be considered members of the School District faculty.
- f) A teacher, upon return from extended leave of absence without pay, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, PASLB, and all other accrued benefits provided in this contract.

**Section 10. Leave of Absence without Pay:** A teacher may be granted a leave of absence without pay for a specific period of time upon applying directly to the superintendent and approval by the superintendent and the School Board. The period of such leave shall not be counted toward teaching experience, although seniority, sick leave, and other benefits contained in this contract will be retained by the teacher. Should the teacher not return on expiration of leave, and in the absence of any other agreement with the School Board, all prior rights will be forfeited by April 1.

**Subdivision 1. Maternity/Paternity or Adoption:** A teacher who has recently become a parent, either through adoption or natural childbirth, shall be granted up to six (6) months of leave as delineated in this Section. This leave must be taken within the first twelve (12) months from the time of natural childbirth or adoption. This leave shall be applied for at the earliest possible date, in advance of the teacher going on leave. In the event that less than a two (2) week notice is given and/or the administration is unable to find a qualified substitute, the School District reserves the right to delay or deny the request. This leave would run concurrently with any FMLA leave that would qualify under these provisions. If the leave is granted for parental care, the teacher may not take on other employment during that leave. As with other non-paid leaves, benefits will be prorated.

**Section 11. Leave of Absence to Attend Statutory Meetings of Local Governmental Agencies:** Any teacher may, on application to the building principal three (3) days in advance of the date of requested leave, be absent to attend as an elected representative or participant in statutory meetings of local government agencies (i.e., township boards), or to serve as judges of election in local, State, and Federal elections. Such leave will be chargeable against the teacher's PTO Leave balance.

**Section 12. Leave of Absence with Eighty Percent (80%) of Salary:** Teachers may request, through the Professional Growth Committee, a special leave of absence plan. Under this plan, teachers would receive eighty percent (80%) of their scheduled base salary and fringe benefits (teachers may contribute) for four (4) consecutive years and, in the fifth (5th) year, the teacher would again receive eighty percent (80%) of their scheduled base salary and fringe benefits, but would be on leave of absence. During the first four (4) years of this agreement, the twenty percent (20%) of salary will be placed in a reserve account to finance the fifth (5th) year. Long term disability benefits would be based on the teacher's full salary. Seniority would accrue during the first four (4) years of this plan, but would be frozen during the fifth (5th) year. Teachers would be guaranteed a teaching position upon their return. There will be a maximum of two (2) such leaves granted each year.

**Section 13. Professional Duties for Other Organizations:** From time to time School District teachers are requested to perform professional duties for other entities. For example, some teachers have received special professional training in a specific area and are asked to provide that training for teachers in other school districts. Teachers who wish to perform such services for other entities must first receive permission from their building principal to take a professional services leave. The School Board and/or school administration retain the right to determine whether or

not a teacher will be allowed to take the professional services leave referred to above. The School Board shall pay the teacher full salary, provided that such teacher agrees to return to the School District all wages received, if any, except for mileage. If the School District directs an employee to perform professional duties for another entity and there are no wages involved, this shall be considered a normal workday and will not require a leave of any kind. A teacher may take a maximum of five (5) days of professional leave per school year.

## ARTICLE X -- SEVERANCE BENEFITS

**Section 1. Severance Benefits Article Defined:** For the purposes of this Article, a teacher who qualifies for severance pay shall be a teacher that is eligible for severance as defined in Article X, Section 2 and voluntarily severs employment with the district. All the benefits related to teachers severing employment from the School District are included in this Article, and no reference should be inferred to relate to any other Article of this contract.

**Section 2. Eligibility and Prorating of Benefits:** Teachers hired prior to September 1, 2014 must choose one of two options for their severance package:

### **OPTION 1**

Teachers choosing Option 1 shall be eligible for severance benefits pursuant to the provision of this Article upon submission of a written resignation to the School Board once they meet the criteria listed below. Written notification will include date of severance and choice of Plan A or Plan B. Teachers choosing this option will receive a maximum of severance benefits as outlined in Plan A and Plan B below and will qualify for retiree health insurance options as outlined in Subdivision 5 below. To qualify for this Option 1 and the benefits outlined herein, teachers must have completed at least eleven (11) years of service with the School District and must meet one of the following criteria:

- a) be at least fifty-five (55) years of age, or
- b) they must have completed thirty (30) years of service as a certified educator.

Teachers choosing to participate in Option 1 must inform the School District of their plan choice in their written notification of intent to sever employment from the School District.

#### **Option 1 Plan A**

Eligible teachers, shall receive as severance pay the following:

- a) Five (5) days of pay for each year of service to a maximum of sixty (60) days, plus
- b) Sixty percent (60%) of unused sick leave days to a maximum of fifty (50) days

#### **Option 1 Plan B**

Eligible teachers shall receive as severance pay an amount equal to a maximum of one hundred and ten (110) days of unused PTO which they may have accumulated.

**Subdivision 1. Daily Rate of Pay:** In applying these provisions, a teacher's daily rate of pay at the time he/she severs employment shall be the basic daily rate at the time of severing employment as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Subdivision 2. Installments:** Severance pay shall be paid by the School District in three (3) equal installments. One payment shall be at the time the teacher severs employment, and the remaining two (2) payments shall be made annually from the date he/she severs employment. Payments shall be completed within twenty-four (24) months from the date he/she severs employment. This benefit shall not be granted to any teacher who is discharged by the School District.

**Subdivision 3. Constructive Receipt:** In the event that the Internal Revenue Service (IRS) determines that a severance benefit paid by the School District is constructively received by an employee, the School District will pay to the IRS the amount necessary to comply with the withholding standards under IRS rules in the year that the income is constructively received. The employee shall receive, upon severing employment, any severance due, minus any amount that has been previously paid to the IRS.

**Subdivision 4. Severance Pay:**

- a) **Prepayment of Severance.** For teachers hired prior to September 1, 2014 and choosing Option 1, all payments made to a teacher through the provisions of Article VI, Section 2, Subdivision 2 (Career Increment Pay), shall be deducted from severance payments as defined in this Section 2 above. Example: If a teacher was scheduled to receive \$20,000 for unused sick leave but had, throughout his/her employment with the School District, received \$3,500 in additional career increment payments, the total severance payments due would be \$16,500 (\$20,000 - \$3,500).
- b) **Severance Payments.**
1. Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay less any Career Increment deposits as outlined in the table below, directly into the teacher's 403(b) account. The employee will not receive any direct payment from the School District for severance pay or the remaining balance of the guaranteed payout.
  2. The School District's annual contribution into the teacher's 403(b) account must not exceed the IRS contribution limit. If the teacher has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into the teacher's 403(b) account in the following year(s).
  3. The School District's contribution(s) into the teacher's 403(b) account will be made according to the timeline provided for in Subdivision 2 of this section. The payment(s) are made without any matching contributions from the employer.

**Career increment pay** will be paid as stated in Article VI, Section 2, Subdivision 2 according to years of service in the School District.

All career increment pay earned from this Subdivision shall be deducted from the amount for which a teacher will qualify to receive upon electing to sever employment with the School District according to Article X Section 2 above.

**Subdivision 5 . Group Health and Hospitalization Insurance:**

- a) **Disqualification:** All teachers hired by the School District after September 1, 2014 or who choose Option 2 below, no longer qualify, and shall not be eligible for district contribution toward health insurance upon severing employment.
- b) **Post-Employment Insurance Benefits:** Teachers hired Prior to September 1, 2014 and have selected Option 1 above must choose between "Traditional" or "Buyout":

**TRADITIONAL Health Insurance Contribution:** Any teacher, who has been a member of the District offered Group Insurance Plan for at least their last five (5) years of service for the School District, upon severing employment with the School District as outlined in this Article, will receive School District health insurance benefits from the time he/she severs employment until he/she becomes age-eligible for Medicare. Teachers qualifying for severance under this Subdivision shall be entitled to an annual School District contribution toward health insurance premiums that is equal to that of current employees as defined in Article VIII, Section 1 of the current Teacher's Master Contract: Eight thousand six hundred dollars (\$8,600) for the July 1, 2023 - June 30, 2024 school year, and nine thousand one hundred dollars (\$9,100) for the July 1, 2024 – June 30, 2025 school year. The initial payment to the teacher's HRA or HSA equal to the remaining balance of the School District's contribution after shall be deposited under the same guidelines as all current teachers. Each year during the School District's insurance open enrollment period the teacher must choose their insurance plan for the coming year.

**BUYOUT of Health Insurance Contribution:** Any teacher, who has been a member of the District offered Group Insurance Plan for at least their last five (5) years of service for the School District, may choose to discontinue coverage with the School District offered plan and receive a buyout paid to the teacher's HRA or HSA . The amount of this buyout will be the current annual employee healthcare contribution as defined in Article VIII, Section 1 of the current Teacher's Master Contract at the time that the teacher retires multiplied by the difference between the Medicare eligibility age and the retiree's current age. The amount of the buyout shall not exceed four (4) times the current annual employee healthcare contribution.

**Difference between retiree age and age eligibility for Medicare**

**Buyout Cost**

One (1) year	Current Healthcare Contribution multiplied by one (1)
Two (2) years	Current Healthcare Contribution multiplied by two (2)
Three (3) years	Current Healthcare Contribution multiplied by three (3)
Four (4) years or more	Current Healthcare Contribution multiplied by four (4)

Disbursement of the buyout money shall be made in three (3) equal installments, as described in Article X, Section 2, Subdivision 2, and shall be deposited into the teacher's HRA or HSA. All HRA or HSA contributions shall be deposited under the same guidelines as all current teachers. Each year prior to the insurance anniversary date the retiree must choose their insurance plan for the coming year.

- c) **Disbursement of Benefit:** Eligibility for these payments to the teacher's HRA or HSA shall continue until the beginning of the month in which he/she becomes age eligible for Medicare. The teacher may not re-enroll in the School District's group health and hospitalization plan if he/she has voluntarily left the group. Deposits in the teacher's HRA or HSA shall be made as outlined in Subdivision 2 above. A teacher who qualifies for this benefit may remain in the School district's group health and hospitalization insurance plan indefinitely and if choosing to continue coverage shall be responsible for the entire monthly premium.

**OPTION 2**

Teachers choosing Option 2 shall be eligible to participate in the 403(b) match as outlined in Article XI. Choosing Option 2 will mean that they will receive 403(b) matching contributions in lieu of any Career Increment contributions until they sever employment with the School District. It is understood that in choosing this option the teacher will not be entitled to the health insurance contributions as outlined in Article X, Section 2, Subdivision 5.

**Section 3. Alternative Retirement Options:**

**Subdivision 1.** These options may be granted when it is in the best interest of both the individual and the School District:

- a) The School District may pay the employer share of Teachers Retirement Association (TRA) if the teacher takes extended leave of absence (up to five [5] years).
- b) The School District may offer a part-time employment option. If the employee will work between fifty percent (50%) and sixty-seven percent (67%) of a full-time contract, the School District may pay the employer share of TRA as if employed full-time during the employee's last five (5) years of employment.

**Subdivision 2:** A teacher who does not qualify for the severance benefits according to Option 1 of this Article shall receive, upon severing employment, paid single medical insurance premium for PTO time accumulated beyond one hundred twenty-five (125) days. This payment of medical insurance premiums shall not be in addition to premiums paid as provided in Article X Section 2 Subdivision 5, as these teachers are not qualified under that section.

**Section 4. Life Insurance:** All teachers who have severed employment have the right to remain in the Life Insurance Group as long as allowed to do so by the carrier. Teachers choosing to remain in the Life Insurance Group upon severing employment shall pay their own premiums.



**ARTICLE XI -- 403(b) MATCH PLAN Effective September 1, 2014**

Beginning in the school year 2014-15 and thereafter, pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions, as outlined below, for each teacher who has completed at least two (2) consecutive years of teaching experience in the School District and who is employed a minimum of thirty-five percent (35%) of a full-time contract. Teachers whose contracts are a minimum of thirty-five percent (35%) but less than full-time will have this benefit prorated according to his or her FTE.

**Section 1. Qualifying for the 403(b) Matching Program:**

All teachers employed by the School District prior to September 1, 2014 who select Option 2 in Article X or are hired after September 1, 2014 no longer qualify and shall not be eligible for severance pay or health insurance as outlined in Article X of this Master Agreement. Such teachers shall only be eligible to participate in the 403(b) matching program outlined below. The School District shall make matching contributions to this program as set forth in Section 2 below.

**Section 2. Contribution Match:** Eligible and participating teachers must elect to participate in the 403(b) matching program pursuant to the plan requirements at the beginning of the plan year. The School District matching contribution to teachers participating in the 403(b) matching program shall be as follows:

<i>Eligible during the following Years of Service in ISD 2170</i>	<i>Maximum Annual District Matching Contribution</i>
<i>0-2</i>	<i>Zero percent (0%)</i>
<i>3-5</i>	<i>One and one-half percent (1.5%)</i>
<i>6-9</i>	<i>Two and one-half percent (2.5%)</i>
<i>10 -14</i>	<i>Three and one-half percent (3.5%)</i>
<i>15+</i>	<i>Four percent (4.0%)</i>

The annual limit on the amount individual teachers may contribute to their 403(b) account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Teachers have the choice of contributing any amounts allowable by IRS regulations and it is understood that the School District will then match the amount chosen by the employee dollar-for-dollar up to the maximum outlined in the table above.

**Section 3. Approved Plans:** The School District will make annual matching contributions only to 403(b) plans offered by vendors who participate in the School District's payroll deduction program and have a hold harmless agreement with the School District. New vendors need a minimum of five (5) employees and a hold harmless agreement.

**Section 4. Election:** Eligible and participating teachers must make application for participation in the 403(b) matching program by October 1<sup>st</sup> each year. These changes will be retroactive to the beginning of the fiscal year. Once an eligible teacher elects to participate in the 403(b) matching program, said election is irrevocable for that school year, unless the employment status changes, and will continue each subsequent year unless modified by the teacher who must notify the School District and approved vendor. During a contract negotiation year, if the contract is settled after the October 1<sup>st</sup> deadline, eligible teachers will be able to make changes and those changes will also be retroactive to the beginning of the fiscal year. These changes must be made in writing within thirty (30) days from the signing of the new Master Contract Agreement.

**Section 5. Death of a Participant:** If a teacher participant dies before retirement, any monies that have been withheld by the School District but not submitted to the members 403(b) account shall be deposited into the individual's account within thirty (30) days of death.

**Section 6. Applicable Laws:** The 403(b) matching program of the School District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code 26 U.S.C. 403(b).

**Section 7. Payments:** The School District's matching amount and teacher's annual contribution will be divided and withheld equally over the pay periods of the plan year. The School District shall contribute annually the amount listed above for full time teachers and the pro-rated amount for part time teachers. The School District shall make a deposit, no less than monthly, equal to the match needed each pay period. The School District contribution shall cease after a teacher severs employment with the School District or has been released from the School District.

**Section 8. Enrollment:** The School District will provide enrollment forms to teachers upon hire. It is the teacher's responsibility to contact the School District, in writing, of his/her desire to enroll in a 403(b) plan, discontinue participation in the plan, change contribution amounts, or change investment providers pursuant to the 403(b) Plan Document. The total number of providers shall not be less than seven (7) unless mutually agreed to by the Exclusive Representative and the School District. In the event one of the approved providers is no longer eligible to be a provider or chooses to discontinue participation in the program, the School District and Exclusive Representative will mutually agree to a replacement.

## ARTICLE XII -- TEACHER WORK DAY AND WORK LOAD

**Section 1. Basic Day:** The basic work day for teachers shall be eight (8.0) hours, inclusive of lunch.

**Section 2. Building Hours:** The specific hours of the basic teacher day at any individual building may vary according to the needs of the educational programs of the School District. The specific hours for each building and/or special program will be designated by the School District. For instance, teachers teaching a "zero" hour will have a different schedule than those teaching a regular schedule.

**Section 3. Preparation Time:**

**Subdivision 1.** Full-time elementary teachers will be scheduled for a least fifty (50) minutes of preparation time per day. While the School District will make an effort to provide such preparation time on a daily basis, the provisions of this section permit the averaging of such time over a period of no longer than one (1) week unless by mutual consent by a teacher and the administration. Preparation time shall be scheduled in blocks of at least twenty-five (25) minutes in length insofar as possible.

**Subdivision 2.** Preparation time for the middle school and high school teachers shall be a minimum of fifty (50) minutes or one instructional period, whichever is greater, except that preparation time shall be two normal class periods for an 8-period day. In the event a schedule is adopted which would establish less than fifty (50) minutes of preparation time, the administration/board shall negotiate said schedule/preparation time with the Exclusive Representative prior to the schedule's adoption.

**Subdivision 3.** Preparation time for all teachers shall be scheduled between the time students start their first class and the time that students finish their last class of the day. For example, if the first class of the day is at 8:20 a.m., the time between 7:45 a.m. and 8:20 a.m. cannot be counted as part of the fifty (50) minutes of allotted preparation time. Part-time teachers shall receive five (5) minutes of preparation time for every thirty (30) minutes taught.

Teachers who are required to travel between schools during the workday in order to meet the requirements of their job shall be allowed ten (10) minutes to travel between Staples-Motley Elementary and Staples-Motley High School. Such time shall not be charged against the minimum amount of required preparation time referred to in this Section. It is understood that time used for travel beyond the allotted ten (10) may be logged and submitted on a payroll timesheet in increments of full or half-hours. The additional pay will be based on the In-Service salary defined in Article VI, Section 4.

**Section 4. Teacher/Administrative Meetings:** For the purpose of this Section, a teacher/administrative meeting is one that is called and directed by the administrator and for which attendance is mandatory. The time during the school day before classes start and after the classes are completed will be available for teacher/administrative meetings. The

school administration shall not mandate attendance at such meetings for more than fifty (50) minutes every two (2) weeks. Other administrative meetings, such as special education staffings, may have to be scheduled during this time.

**Section 5. Lunch Periods:** Duty Free lunch for the purposes of this Agreement shall mean that the School District shall not assign an individual teaching or supervisory duties during this thirty (30) minute period of time. Each teacher shall be provided a duty free, uninterrupted, daily lunch period that is at least as long as a regular student lunch period, but not less than thirty (30) minutes. A teacher may agree to lunch period duties at his/her own discretion or as agreed to by the teacher and the administration.

**Section 6. Compensation for Excessive Work Load:** The parties agree that the work load and responsibility of each teacher should be reasonable and consistent with the workloads and responsibilities of the teacher's colleagues. If a teacher's work load or responsibility is demonstrably unreasonable or inconsistent, the teacher's work load, responsibility and/or salary shall be adjusted appropriately.

Teachers who agree to an overload shall be compensated according to the following formula for daily rate of pay:

$$\frac{\text{Extra minutes per day}}{\text{Number of student contact min. scheduled for a typical school day}} \times \frac{\text{current year's salary}}{\text{number of student contact day scheduled for current year}}$$

For instance, a teacher who is earning forty thousand dollars (\$40,000) and is doing an overload of forty seven (47) minutes per day would receive the following:

$$\frac{47 \text{ minutes}}{312 \text{ minutes}} * \frac{\$40,000}{169 \text{ days}} = \$35.65/\text{day}$$

The daily rate will then be multiplied by the number of student contact days in which the overload is worked. Teachers on an overload will be paid through payroll timesheets by filling out a timesheet and submitting it in accordance with the payroll calendar submission dates. The submission date for payroll timesheets will be as close to the 30<sup>th</sup> as possible and still provide time for the district to process the payroll and make necessary data submissions to the bank(s). The calendar of payroll submission dates will be prepared annually by the district office.

For instance, using the example given above, if that teacher is scheduled for twenty (20) days of student contact time over a calendar month, they would be paid (\$35.65 /day) x 20 days = \$713 for that payroll period.

**Section 7. Additional Activities:** The responsibility a particular teacher is to have for supervising student activities is a matter to be mutually agreed upon by that teacher and the School Board or representative. In choosing persons who are to be given voluntary extra-pay assignments, such as teaching adult education courses or summer school classes, the School Board shall give preference to certified teachers with tenure who are regularly employed by the School District. This does not apply to Schedule B positions.

**Section 8. Teacher Qualifications:** Each teacher is to be qualified for the duties as defined in state statute for the duties to which the teacher is assigned, and no teacher is to be given responsibility for duties outside of their licensure unless there are no licensed teachers available in that area or not qualified to perform, or unless an emergency exists and no better qualified person is available.

**Section 9. Mileage:** All teachers will be assigned a base site. That site shall be where they begin their normal teaching duties. Teachers who are assigned to work in a site other than their base site or who are required by the administration to attend meetings in a different site than their base site shall be paid the district mileage rate as set by the school board and as delineated below:

- a) During School Travel: Mileage shall be paid for travel between buildings in the event that a teacher must travel from their base site to another site during their normal teaching day. It is assumed that the mileage shall be paid for the trip from their base site as well as returning to their base site if it is deemed necessary to perform their contractual duties.

- b) **Before School Travel:** If teachers are required to attend a meeting before school at a site other than their base, they shall be paid mileage for their return trip to their base site to begin their normal teaching day. In the event that the district provides alternative transportation to a specific group of teachers for their travel between buildings, it is understood that no mileage shall be paid unless there are extenuating circumstances.
- c) **After School Travel:** If teachers are required to travel back to their base site or travel from their base site to another after school because of required meetings and/or extracurricular assignments, they shall be paid the district mileage rate for that trip according to the mileage set forth in "a" above.
- d) Teachers must submit mileage claims to the district office in order to be paid. Teachers may submit mileage claims as often as two (2) times per month, and they **MUST** submit mileage claims by June 15th of any year in which they have mileage to be paid.

Mileage shall be paid as defined above, and it is understood that no mileage will be paid for teachers to travel from their home to their base school where they begin their normal teaching day. No mileage will be paid for teachers to travel home from their base site where they end their day.

**Section 10. End of Quarter Workshop Day** The "end-of-quarter workshop day" (usually in November), and the "end-of-semester workshop day" (usually in January), will each include three and one-half (3.5) hours solely dedicated to teachers for work on class-related teacher responsibilities.

### **ARTICLE XIII -- SUBSTITUTE TEACHERS**

**Section 1. Reporting Need:** A teacher, who for any reason will not be available for work on any teacher duty day, shall report that fact to the building principal within a reasonable time after becoming aware that the teacher will not be available for work and advise the building principal if it is believed a substitute is needed during the teacher's absence.

**Section 2. Arranging for Substitute:** Once a teacher reports not being available for work, if a substitute is needed, it shall be the responsibility of the school administration to make every reasonable effort to obtain the best qualified substitute available. In deciding if a substitute is needed, the welfare of the students involved shall be the primary consideration.

**Section 3. Placement on Salary Schedule:** After twenty (20) consecutive working days for one person, a substitute shall be placed on the salary schedule in accordance with board policy and continue on probation until eligible for tenure. Under unusual circumstances, the administration, with School Board approval, may hire a certified teacher as a long-term substitute and place them on the salary schedule for the first day.

**Section 4. Substitute Teaching by Regular Staff:** The decision to substitute for colleagues is strictly voluntary. A teacher who agrees to substitute for a colleague may choose to be reimbursed for substituting at the rate specified in Article VI, Section 4. This pay must be submitted before June 15th of the school year in which it was earned. There is no limit on the amount of paid reimbursement a teacher may earn for substituting according to the provisions of this Article. Any request for substitute payment not submitted by this time shall be forfeited.

### **ARTICLE XIV -- DISCONTINUANCE OF TEACHING POSITIONS, LAY-OFF, AND RECALL**

**Section 1. Unrequested leave of absence:** The School Board may place on unrequested leave of absence (ULA), without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the School Board is governed by the following provisions:

**Subdivision 1. Continuing contract teachers:** A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers

are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

**Subdivision 2. Exceptions for licensure:** Notwithstanding the provisions of Subdivision 1, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the School District in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board (PELSB), unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.

**Section 2. 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 fourteen (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 3. 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.

**Section 4. Final board action:** Final School Board action to place a teacher on unrequested leave of absence must take place prior to July 1<sup>st</sup>. Final School Board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

**Section 5. Reinstatement:** A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five (5) years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the School District in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from or when they refuse an offered position.

**Section 6. Vacancies and notification:** No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the School Board of their desire to accept the position within thirty (30) days of the date of notification that a position is available to that teacher on unrequested leave. The School District will not apply for a Tier1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

**Section 7. Seniority:** Seniority for purposes of ULA means initial date of service with the School District in a position requiring a license. A full year of seniority shall be granted for both full and partial FTE positions.

**Section 8. Seniority tiebreakers:** In the case of equal seniority, the following steps will be followed in order until the tie is broken.

- Step 1. Tier 1 licensed teachers in the area affected by the discontinuance.
- Step 2. Tier 2 licensed teachers in the area affected by the discontinuance.
- Step 3. Probationary teachers in the area or department affected by the discontinuance shall be laid off first and they shall be subject to the recall provisions of this Article.

Step 4. Continuing Contract Teachers in the area or department affected by the discontinuance shall be laid off in inverse order of their seniority in the following rank order of importance:

- a) Years of service in the School District, calculated by the first day of active service.
- b) Years of service in teaching
- c) Greatest number of teaching licensures
- d) Total graduate level credits beyond a bachelor's degree approved by the Professional Growth Committee
- e) Lowest teaching license file folder number

**Section 9. Benefits while on leave:** Teachers placed on unrequested leave of absence shall remain eligible for participation in the School District's group insurance programs at their own expense for the duration of their reinstatement period.

**Section 10. Employment rights during leave:** A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

**Section 11. Continuing contract rights and service credits:** The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the School Board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the Exclusive Representative. The School District agrees to provide notice to the Exclusive Representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

**Section 12. Unemployment benefits while on ULA:** Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

**Section 13. Terminations:** The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

#### **Section 14. Filing Licenses and Preparation of Seniority Lists**

**Subdivision 1. Filing of licenses:** In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1<sup>st</sup> of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1<sup>st</sup> will be considered for purposes of recall, but not for layoff.

**Subdivision 2. Preparation and posting of seniority and licensure lists:** By January 15<sup>th</sup> of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the School District and email notification will be provided to teachers when the list is initially posted.

**Subdivision 3. Request for change:** Any teacher with a correction or omission with the seniority and licensure list shall have twenty (20) business days from the date of posting to provide a written request for a change to the seniority and licensure list.

**Subdivision 4. Final list:** Within ten (10) business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the School District and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

**Section 15. Vacancies and posting process:** Whenever a teaching or extra-curricular position becomes available for assignment, the School District shall post, for a minimum of two (2) weeks, notice of that available position. All postings shall be made to the School District website and sent via e-mail to all licensed staff's School District e-mail on the day the position is posted. The School District shall also post the position to at least one (1) statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need determined by the School District. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

**Subdivision 1. Posting:** The posting shall be made in each building, with a copy to the Exclusive Representative.

**Subdivision 2. Dates:** Each posting shall indicate the date such notice is posted and the date the posting expires.

**Subdivision 3. Application:** Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- a) make written application prior to the expiration date of the notice, and;
- b) possess a valid license to teach in the subject area or grade level that requires such licensure.

**Subdivision 4. Summer posting rules:** During the summer, the School District shall send a copy of the posting to the Exclusive Representative and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15th for at least five (5) days after the posting has been made. After July 15th, vacancies must be posted for at least three (3) days before being filled.

**Subdivision 5. Exceptions:** Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

## ARTICLE XV -- SUPERVISING TEACHERS

**Section 1. Duties:** A supervising teacher shall be a teacher with tenure who works with interns and/or student teachers. A supervising teacher shall have the responsibility to develop extensive opportunities for interns and/or student teachers to observe and practice the arts and skills of the teaching profession. Each supervising teacher shall, as required, submit to the college coordinator and/or to the school administration appropriate evaluations or reports about the interns and/or student teachers with whom the teacher is working. The duties assigned to a student teacher will be consistent with the cooperating college guidelines.

**Section 2. Compensation:** All monies received from a college for this supervision shall be paid to the teacher responsible for such supervision.

**Section 3. Classification:** A supervising teacher is a teacher, and such teacher shall not be considered a supervising employee as defined in the PELRA.

## ARTICLE XVI -- SCHOOL YEAR

**Section 1. Length:** Pursuant to Minnesota Statutes, the school board shall, before April 1st, establish the number of student days and teacher duty days for the next school year.

**Section 2. Teacher Duty Days:** The school year shall include one hundred and eighty (180) teacher duty days. Each teacher shall perform services on those days determined by the School Board as teacher duty days, including E-Learning Days as defined by Minnesota Statute 120A.414 and those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

In the event school is closed because of an emergency which prevents students from attending school, the School Board may require teachers to perform duties on another day in lieu thereof. If one (1) or two (2) teacher duty days must be made up for any reason, the School Board may determine the day or days on which the time will be made up. If more

than two (2) teacher duty days must be made up, the time will be made up on days mutually agreed upon by the School Board and the Association.

### **Section 3. Flexible Duty Day**

**Subdivision 1. Definition:** A flexible duty day is a work assignment and/or arrangement between an individual teacher and the School District beyond the regularly scheduled school calendar. The flexible day is defined as one (1) non-student contact day that is worked outside the one hundred and eighty (180) day teacher contract.

- a) The day shall be reimbursed through payroll timesheets at the rate of one hundred and seventy-five dollars (\$175) per day, or
- b) The flexible duty day will include seven (7) hours, inclusive of lunch, or a full day of workshop (minimum of 5.5 hours).

### **Subdivision 2. District Approval:**

- a) The purpose of the flexible day is to allow a teacher the opportunity to enhance their services to the School District and/or advance their education free of administrative meetings and or School District training.
- b) A flexible duty day is to be used for, but not limited to such things as; curriculum writing, attending conferences/workshops, team planning, and performing research.
- c) There must be adequate funds to support the request. The funds for these days shall be paid using the staff development funds for the School District. In the event that the School District staff development funds are insufficient to fund these days, teachers may choose to trade the day as mentioned in subdivision one (1) or to work as they previously would have without trade or additional pay.

**Subdivision 3. Number of Days Allowed:** Each teacher shall be entitled to no more than one (1) flex day per year.

## **ARTICLE XVII-- PERSONNEL FILES**

**Section 1. Contents:** The school administration shall maintain in the school business office a personnel file for each full-time teacher employed by the School District. Each teacher's personnel file shall contain copies of that teacher's annual contracts, evidence of proper certification, a transcript of academic records, all teacher evaluation reports, all medical information required by the employer (separate file), and any other material appropriate for inclusion in such file.

**Section 2. Right to Examine and Respond:** No material shall be placed in a teacher's personnel file without that teacher's knowledge. In accordance with Minnesota Statutes, teachers shall have the right, upon written request, to examine the contents of their own personnel file and, if they wish, to have with them during such examination an agent of the Association. Teachers shall have the right, upon request, to file a response to any material in their own personnel file, and such response shall become a part of said file.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

**Section 1. Instigation:** A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Contract, or of an order or regulation of the board or its representatives (administrators) may be processed as a grievance.

**Section 2. Informal Discussion:** In the event that a teacher believes there is basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by the Association representative.

**Section 3. Level I:** If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher, within thirty (30) calendar days, may invoke the formal grievance procedure through the Association, on the proper form, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the building principal.



If the grievance involves teachers from more than one school building, the president of the Association, or designee, shall file the grievance and deliver it directly to the superintendent or the designee. In this case, the procedures governing a Level II grievance shall apply.

Within seven (7) calendar days, exclusive of holidays, of receipt of the grievance, the building principal shall meet the grievant and the Association representative in an effort to resolve the grievance. The building principal shall indicate the disposition of the grievance, in writing within five (5) calendar days, exclusive of holidays, of such meeting, and shall furnish a copy thereof to the grievant and the Association.

**Section 4. Level II:** If the grievant and the Association are not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days, exclusive of holidays, of such meeting (or ten [10] calendar days exclusive of holidays from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) calendar days, exclusive of holidays, of receipt of the transmittal, the superintendent or the designee shall meet with the grievant and the representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) calendar days, exclusive of holidays, of such meeting, and shall furnish a copy thereof to the grievant and the Association.

**Section 5. Level III:** If the grievant and the Association are not satisfied with the disposition of the grievance by the superintendent or the designee, or if no disposition has been made within five (5) calendar days, exclusive of holidays, of such meeting (or ten [10] calendar days exclusive of holidays from the date of filing, whichever shall be later), the grievance shall be transmitted to the School Board by filing a written copy thereof with the clerk or other designee of the School Board. The School Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the grievant and the Association representative. Disposition of the grievance, in writing by the School Board, shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.

**Section 6. Level IV:** If the grievant and the Association are not satisfied by the School Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days, exclusive of holidays, from the notification date that arbitration will be pursued, the arbitrator shall be selected by the Bureau of Mediation Services in accord with its rules which shall likewise govern the arbitration proceeding. The School Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Questions arising whether or not a grievance may be arbitrated, shall be submitted to arbitration for determination. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Contract. Both parties agree to be bound to the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

**Section 7. Fees:** The fees and expenses of the arbitrator shall be shared equally by the parties.

**Section 8. Award to Probationary Teacher:** If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If the teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid within thirty (30) calendar days of the arbitration award.

**Section 9. Time Limits:** The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the School Board shall use its best efforts to process such grievance prior to the end of the school term or as soon as possible thereafter.

**Section 10. Expiration of Contract:** Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

**Section 11. Reprisals Forbidden:** No reprisals of any kind will be taken by the School Board or the school administration against any teacher because of participation in this grievance procedure.

**Section 12. Violations of the Grievance Procedure:** The parties mutually recognize that refusing to comply with grievance procedures contained in an agreement as required by P.E.L.R.A., is defined by P.E.L.R.A., Section 179.68 as an unfair labor practice. Allegation of the latter may bring an action in District Court of the County wherein the practice is alleged to have occurred for injunctive relief and for damages caused by such unfair labor practice.

## **ARTICLE XIX -- STRIKE/LOCKOUT PROHIBITION**

The parties agree that this Article will become operative only on authorization of this Contract as provided for in Article XIX.

**Section 1:** The School Board and the Association recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, they have removed the basic cause of work interruptions during the period of this contract. The Association accordingly agrees that it will not during the period of July 1, 2023, to June 30, 2025 directly or indirectly engage in or assist in any strike, as defined by P.E.L.R.A.

**Section 2:** The School Board also agrees that it will not, during the period of this Contract, directly or indirectly engage in or assist a lockout or any unfair labor practice as defined by P.E.L.R.A.

**Section 3:** Nothing in this Article shall require the School Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report to or remain on duty.

## **ARTICLE XX – DURATION**

**Section 1. Period Covered:** This Agreement shall be effective July 1, 2023, and shall continue in effect through June 30, 2025, or until it has been modified or replaced by mutual consent of the parties, pursuant to the P.E.L.R.A. If the parties have not agreed to a new and substitute Agreement to take effect July 1, 2025, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall be fully retro-active to July 1, 2025.

**Section 2. Effect:** The parties recognize that this Agreement is not all inclusive. The parties therefore agree that all reasonable personnel policies of the School Board and all accumulated benefits not mentioned in this Agreement, including increments, unless specifically waived by the Exclusive Representative, shall remain in effect so long as they are consistent with the provision of this Agreement. The provisions of this Agreement, however, supersede all policies, rules or regulations of the School Board that are inconsistent with these provisions.

## **ARTICLE XXI -- CONFORMITY TO LAW**

**Section 1. Severability:** The provisions of this Agreement shall be fully severable, and if any provision or application thereof shall be held invalid or contrary to law, all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXII -- NEGOTIATIONS**

**Section 1:** Should a meeting between the School Board, or its representatives, and the Association's representatives result in a mutually acceptable amendment of the Contract, the amendment shall be subject to ratification by the School

Board and the Association in the same manner as required by the law for adoption of this original Contract provided that the bargaining agents shall be empowered to effect temporary accommodations to resolve special problems.

**Section 2:** Not less than sixty (60) days prior to the expiration of this contract, the School Board and Association shall initiate negotiations for the purpose of entering into a successor agreement for the succeeding two (2) year period, provided that if the Association is not then the exclusive bargaining agent of the teachers of this district, then, in the absence of a lawful order to the contrary, negotiations shall thereupon be undertaken between the School Board and the then duly authorized, exclusive bargaining agent.

**Section 3:** Release time shall be provided the Association's Negotiating Committee to permit the School Board and Association representatives to alternately meet both during and after regular school hours for the purpose of reaching a successor contract as rapidly as possible.

**Section 4:** A teacher engaged during the school year in negotiating on behalf of the Association with any representative of the School Board or participating in the processing of a grievance including arbitration, shall be released from regular duties without loss of salary.

**Section 5:** Neither party in any negotiations shall have any control over the selections of the negotiating or bargaining representatives of the other party. The School Board and the Association mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and make tentative agreements in the course of negotiations.

#### **ARTICLE XXIII -- PUBLICATION OF THE CONTRACT**

**Section 1:** Copies of this Contract titled "A Master Agreement between Independent School District No. 2170 and the Staples Motley Education Association, S.M.E.A., N.E.A." shall be printed at the expense of the School Board within thirty (30) days after the contract is signed, and a copy shall be presented to every teacher now employed, hereafter employed, or issued a contract for employment by the School Board. Furthermore, the School Board shall furnish ten (10) copies of the Master Contract to the Association for its use.

**Section 2:** There shall be four (4) official copies of this Agreement for the purposes of record. These copies shall be signed by the Chairperson and the Clerk of the School Board and the President and the Chairperson of the Negotiating Committee of the Staples Motley Education Association. One (1) copy will be retained by the School Board, one (1) copy will be retained by the Staples Motley Education Association, one (1) copy will be given to the superintendent and one (1) copy will be kept on file in the school business office.

#### **ARTICLE XXIV SALARY SCHEDULE B & EXTRACURRICULAR**

**Section 1. Salaries for Extra Assignments:** All extracurricular assignments are voluntary. Teachers involved in voluntary extra duty assignments shall be compensated in accordance with the salaries set forth in Schedule B, which is attached to and incorporated in this Agreement. This salary schedule will remain in effect during the period of this Agreement or until it has been modified or replaced by mutual consent of the parties pursuant to the provisions of the PELRA.

**Subdivision 1:** A representative of the Association will be included in the interview process for all Schedule B positions.

**Subdivision 2:** All monies allocated for Schedule B not expended to specified teachers or teaching assistants who have volunteered their services for extracurricular assignments, shall be retained in the general fund.

**Subdivision 3:** Salary Schedule B shall be the basis for all extracurricular salaries. All persons with extracurricular assignments may be placed according to years of experience. Letters of assignments shall be signed by both parties, stating duties of job.

**Subdivision 4:** All extracurricular positions must be contracted and the obligations of the contract fulfilled or the provisions of Subdivision 1 will be effective. Any adjustments or changes in the below listed percentages must be agreed to by the School Board or its representative and the Staples Motley Education Association.

**Section 2. Tournament Attendance/Staffing:** If an activity qualifies or advances individuals to region/section and/or state competition the following guidelines will be in effect:

- a) One (1) to ten (10) Individuals: The head coach and one assistant coach listed on Schedule B will qualify for tournament attendance, to be determined by the head coach and the activities director.
- b) Eleven (11) or more Individuals: The head coach and up to two (2) assistant coaches listed on Schedule B will qualify for tournament attendance, as determined by the head coach and the activities director.

**Section 3. Officiating at State Tournaments:** Anyone selected by the Minnesota State High School League to be an official at state level competition will be given up to two (2) days leave to participate. This leave will be considered school business.

**Section 4. Attendance at State Tournaments:** If no one in an activity qualifies for state level participation, the head coach and one (1) assistant may attend state tournament activities for up to two (2) days. This attendance will be treated as a coaching clinic.

A committee, comprised of the activities director and four (4) other people selected by the activities director will examine the extracurricular schedule to see if any staffing adjustments need to be made. These adjustments are temporary and will not create any permanent new positions or new programs.

Positions whose assignment is uncertain will be asked to bill for their salary at the end of the season/ program/activity.

## **ARTICLE XXV – ALTERNATIVE TEACHER PROFESSIONAL PAY SYSTEM (ATPPS/QCOMP)**

**Section 1. Continuance:** SMEA agrees to continue with the Alternative Teacher Professional Pay System (ATPPS/QCOMP) with the District for the 2023-2024 and 2024-2025 school years. This is with the understanding that if any changes are made to this plan or additional costs above the already established career ladder positions are proposed, it will need to be approved by a vote of the entire union.

**Section 2. Changes:** Should any major changes be made to the Alternative Teacher Professional Pay System (ATPPS/QCOMP) or at the request of SMEA, a vote will occur to decide whether to continue. If no changes occur or no request is made a vote is not necessary.

**2023-2024 CERTIFIED SALARY SCHEDULE**

STEP	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	BA	BA +15	BA + 30	BA + 45	MAOF BA+60	MA BA+75	MA+15 BA +90	MA +30 BA105 GF	MA +45 BA120 GF
(1)	\$ 40,718	\$ 41,696	\$ 42,696	\$ 43,721	\$ 44,771	\$ 45,845	\$ 46,946	\$ 48,073	\$ 49,225
(2)	\$ 42,429	\$ 43,447	\$ 44,490	\$ 45,557	\$ 46,651	\$ 47,770	\$ 48,917	\$ 50,091	\$ 51,294
(3)	\$ 44,211	\$ 45,272	\$ 46,358	\$ 47,472	\$ 48,610	\$ 49,777	\$ 50,972	\$ 52,195	\$ 53,448
(4)	\$ 46,068	\$ 47,174	\$ 48,306	\$ 49,465	\$ 50,652	\$ 51,868	\$ 53,112	\$ 54,387	\$ 55,692
(5)	\$ 48,003	\$ 49,155	\$ 50,335	\$ 51,543	\$ 52,779	\$ 54,047	\$ 55,343	\$ 56,671	\$ 58,031
(6)	\$ 50,019	\$ 51,219	\$ 52,449	\$ 53,707	\$ 54,996	\$ 56,316	\$ 57,668	\$ 59,052	\$ 60,468
(7)	\$ 52,120	\$ 53,371	\$ 54,652	\$ 55,963	\$ 57,306	\$ 58,681	\$ 60,089	\$ 61,532	\$ 63,009
(8)	\$ 54,309	\$ 55,612	\$ 56,946	\$ 58,314	\$ 59,713	\$ 61,146	\$ 62,614	\$ 64,116	\$ 65,655
(9)	\$ 56,590	\$ 57,948	\$ 59,338	\$ 60,762	\$ 62,221	\$ 63,714	\$ 65,244	\$ 66,809	\$ 68,412
(10)	\$ 58,967	\$ 60,381	\$ 61,831	\$ 63,315	\$ 64,834	\$ 66,390	\$ 67,984	\$ 69,615	\$ 71,285
(11)	\$ 61,443	\$ 62,917	\$ 64,427	\$ 65,974	\$ 67,557	\$ 69,179	\$ 70,839	\$ 72,538	\$ 74,280

**2024-2025 CERTIFIED SALARY SCHEDULE**

STEP	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	BA	BA +15	BA + 30	BA + 45	MAOF BA+60	MA BA+75	MA+15 BA +90	MA +30 BA105 GF	MA +45 BA120 GF
(1)	\$ 42,184								
(2)									
(3)									
(4)	\$ 47,726	\$ 48,872	\$ 50,045	\$ 51,246	\$ 52,475	\$ 53,735	\$ 55,024	\$ 56,345	\$ 57,697
(5)	\$ 49,731	\$ 50,925	\$ 52,147	\$ 53,399	\$ 54,679	\$ 55,993	\$ 57,335	\$ 58,711	\$ 60,120
(6)	\$ 51,820	\$ 53,063	\$ 54,337	\$ 55,640	\$ 56,976	\$ 58,343	\$ 59,744	\$ 61,178	\$ 62,645
(7)	\$ 53,996	\$ 55,292	\$ 56,619	\$ 57,978	\$ 59,369	\$ 60,794	\$ 62,252	\$ 63,747	\$ 65,277
(8)	\$ 56,264	\$ 57,614	\$ 58,996	\$ 60,413	\$ 61,863	\$ 63,347	\$ 64,868	\$ 66,424	\$ 68,019
(9)	\$ 58,627	\$ 60,034	\$ 61,474	\$ 62,949	\$ 64,461	\$ 66,008	\$ 67,593	\$ 69,214	\$ 70,875
(10)	\$ 61,090	\$ 62,555	\$ 64,057	\$ 65,594	\$ 67,168	\$ 68,780	\$ 70,431	\$ 72,121	\$ 73,851
(11)	\$ 63,655	\$ 65,182	\$ 66,746	\$ 68,349	\$ 69,989	\$ 71,669	\$ 73,389	\$ 75,149	\$ 76,954

**2023-2024 Salary Schedule "B"**

Experience	Group A	Group B	Group C	Group D	Group E	Group F	Group G	
Years 0-3	\$5,477	\$4,631	\$3,624	\$3,222	\$2,114	\$1,611	\$805	
Years 4-6	\$5,723	\$5,130	\$3,946	\$3,551	\$2,537	\$2,014	\$1,207	
Years 7-9	\$6,314	\$5,723	\$4,340	\$3,946	\$2,749	\$2,216	\$1,409	
Years 10+	\$7,104	\$6,314	\$4,736	\$4,340	\$2,960	\$2,416	\$1,611	
	Head Basketball (B) Head Basketball (G) Head Wrestling	Head Football Head Volleyball Head Cross Country Head Track & Field Head Golf Head Baseball Head Softball Concessions	Head Tennis Head Speech Asst. Basketball (B) Asst. Basketball (G) Asst. Wrestling FFA Advisor	Asst. Football Asst. Volleyball Asst. Cross Country MS Basketball (combined) 9th Grade Basketball (B) 9th Grade Basketball (G) Asst. Track & Field Asst. Golf Asst. Baseball Asst. Softball Yearbook Layout Instrumental Vocal Orchestra Asst. Speech	9th Football 9th Volleyball Asst. Tennis MS Wrestling MS Basketball (B) (non split season) MS Basketball (G) (non split season) Special Olympics 9th Baseball 9th Softball Musical Director Student Council Yearbook Finance	MS Football MS Volleyball MS Cross Country MS Track & Field MS Golf MS Baseball MS Softball MS Play/Musical MS Student Council	MS Football MS Volleyball MS Cross Country MS Track & Field MS Golf MS Baseball MS Softball MS Play/Musical MS Student Council	Madrigal Music Madrigal Art Madrigal Asst. Fall Play Asst. MS Yearbook MS Knowledge Bowl Special Olympics Asst. Musical Pit Director Musical Art Musical Set Weight Room (Year Long) Honor Society

**2024-2025 Salary Schedule "B"**

Experience	Group A	Group B	Group C	Group D	Group E	Group F	Group G	
Years 0-3	\$5,641	\$4,770	\$3,732	\$3,318	\$2,177	\$1,659	\$830	
Years 4-6	\$5,894	\$5,284	\$4,064	\$3,658	\$2,613	\$2,074	\$1,243	
Years 7-9	\$6,503	\$5,894	\$4,471	\$4,064	\$2,832	\$2,282	\$1,451	
Years 10+	\$7,317	\$6,503	\$4,878	\$4,471	\$3,049	\$2,489	\$1,659	
	Head Basketball (B) Head Basketball (G) Head Wrestling	Head Football Head Volleyball Head Cross Country Head Track & Field Head Golf Head Baseball Head Softball Concessions	Head Tennis Head Speech Asst. Basketball (B) Asst. Basketball (G) Asst. Wrestling FFA Advisor	Asst. Football Asst. Volleyball Asst. Cross Country MS Basketball (combined) 9th Grade Basketball (B) 9th Grade Basketball (G) Asst. Track & Field Asst. Golf Asst. Baseball Asst. Softball Yearbook Layout Instrumental Vocal Orchestra Asst. Speech	9th Football 9th Volleyball Asst. Tennis MS Wrestling MS Basketball (B) (non split season) MS Basketball (G) (non split season) Special Olympics 9th Baseball 9th Softball Musical Director Student Council Yearbook Finance	MS Football MS Volleyball MS Cross Country MS Track & Field MS Golf MS Baseball MS Softball MS Play/Musical MS Student Council	MS Football MS Volleyball MS Cross Country MS Track & Field MS Golf MS Baseball MS Softball MS Play/Musical MS Student Council	Madrigal Music Madrigal Art Madrigal Asst. Fall Play Asst. MS Yearbook MS Knowledge Bowl Special Olympics Asst. Musical Pit Director Musical Art Musical Set Weight Room (Year Long) Honor Society


\*\* Schedule B positions will be filled at the discretion of the District, and the District is not required to fill all positions each year.

IN WITNESS THEREOF, THE REPRESENTATIVES OF THE PARTIES HAVE SIGNED THIS MASTER CONTRACT (EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025).

For the Certified Teachers of  
Independent School District #2170  
Staples-Motley Schools

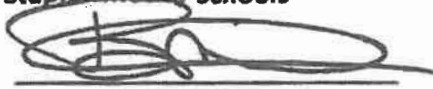
  
Jill Kneisl  
Staples-Motley Education Assoc.

11/20/2023  
Date


  
Marly Simmons  
Staples-Motley Education Assoc.

11/20/2023  
Date

For the School Board and Administration  
Of Independent School District #2170  
Staples-Motley Schools

  
Bryan Winkels, Chair  
Staples-Motley School Board

10/27/2023  
Date

  
Lisa Anderson, Clerk  
Staples-Motley School Board

10/27/2023  
Date

