

MASTER AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT #286
BROOKLYN CENTER, MINNESOTA**

and

EDUCATION MINNESOTA BROOKLYN CENTER

2023-2025

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ARTICLE I PURPOSE

The School District and the Union agree that the purpose for entering into this Master Agreement is to place in written form the agreed upon "terms and conditions" of employment for the duration of this Master Agreement.

ARTICLE II RECOGNITION

The School District recognizes Education Minnesota Brooklyn Center as the exclusive bargaining representative for all persons employed by the School District who are required to be and are licensed by the State of Minnesota, but shall not include the superintendent, directors, principals, assistant principals, and supervisory employees who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, confidential employees, and such other essential employees as are excluded by law.

ARTICLE III PROFESSIONAL GROWTH

The philosophy of the School District and Union is that continued professional learning is essential to increase student achievement and to fulfill the mission of the School District. In order to meet the needs of students and fulfill the district mission, a professional development focus on educational equity and cultural responsiveness will be prioritized for training and implementation.

The following programs are endorsed as integral components leading to excellence:

- New teacher induction,
- Professional Development,
- Professional Learning Communities (PLC),
- Teacher Evaluation

Professional development means a comprehensive, sustained, and intensive approach to improving teachers' effectiveness in raising student achievement. Professional Development fosters collective responsibility for improved student performance and is comprised of professional learning that:

- is aligned with rigorous state academic standards and district requirements;
- emerges from priorities determined through a continuous cycle of improvement;
- defines a clear set of educator learning goals based on rigorous analysis of data (proficiency and growth) for teacher use as part of daily practice to increase student achievement;
- focuses on the school classroom and research-based strategies that improve student learning; and
- improves instructional effectiveness (teacher knowledge of both pedagogical and discipline-specific content) through the implementation of evidence-based learning strategies.

Examples may include but are not limited to: job-embedded coaching, courses, workshops, institutes, networks, and conferences.

ARTICLE IV DEFINITIONS

- Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment”, shall mean hours of employment, fringe benefits, except retirement contributions or benefits other than School District payment of or contributions to premiums for group insurance coverage of retired teachers or severance pay and working conditions of teachers established by this Master Agreement, subject to the provisions of Public Employee Labor Relations Act (PELRA), and shall not mean educational policies of the School District. In the case of school employees, “terms and conditions of employment”, includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. “Terms and conditions of employment” is subject to the provisions of PELRA.
- Section 2. Teacher: The word, ‘teacher,’ means all persons employed by the School District in a position for which the person must be licensed by the Professional Educators Licensing and Standards Board (PELSB); or in a position as a physical therapist or an occupational therapist; a school nurse; those teachers on approved leaves of absences; and any long-term substitute teacher who works for thirty or more consecutive days for the same teacher. The word, ‘teacher,’ as used herein, shall not include the Superintendent, directors, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, essential employees and confidential employees, and such other employees as are excluded by law.
- Section 3. The term, ‘School District,’ shall mean the School Board or its designated representative(s).
- Section 4. Union: The word ‘Union,’ shall mean Education Minnesota Brooklyn Center or its designated representative(s).
- Section 5. Superintendent: The word ‘Superintendent,’ shall mean the Superintendent of the School District or his/her designated representative(s).
- Section 6. Principal: shall hereinafter in the Agreement mean a Principal or Assistant Principal or a School Board designated supervisor.
- Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE V SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities:

Subd. 1. The Union 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 opportunities for all students of the School District.

Subd. 2. The Union recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the School Board in conformity with the provisions of this Agreement.

Section 3. Effect of Laws, Rules, and Regulations: The Union recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the School Board, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Contract. Any provision(s) of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE VI TEACHER RIGHTS

Section 1. Dues Deduction: Any teacher who is a member of the Union or who has applied for membership may electronically sign and deliver to the School District the authorization for deduction of membership dues in the Union, including Education Minnesota and the National Education Association/ American Federation of Teachers. Such authorization shall continue in effect from year to year unless revoked in writing. The School District shall deduct such dues from the regular salary payment of the teacher. Deductions for teachers employed after the commencement of the school year shall be pro-rated to complete payments by June.

Section 2. Indemnification: The Union shall indemnify and hold the School District harmless against all claims, judgments or orders issued against the School District in the administration of Section I. of this Article.

Section 3. Union Business:

Subd. 1. Full-time officers of the Union and/or its state and/or national affiliates and Education Minnesota Council Chairpersons shall be permitted to transact official Union business on School District property at all times, provided, that the conduct of such business does not interfere with or interrupt the normal operations of the School District.

Subd. 2. At the beginning of every school year, the Union shall be credited with a total of fifteen (15) duty days, which may be used by the bargaining unit, with specific teachers designated by the Union, to conduct Union business. The Union shall notify the Superintendent in writing, at least forty-eight (48) hours prior to the date of absence. Teachers absent as provided by this subdivision shall receive their daily basic salary schedule income. The Union shall reimburse the School District for the cost of a substitute for each duty day of absence used for Union business. Additional days for mediation, legislation, or Union business may be granted at the discretion of the Superintendent.

Subd. 3. A maximum of five (5) teachers, who are members of the Union negotiating committee, may be absent from duty to attend mediation meetings scheduled by the Bureau of Mediation Services. Teachers absent as provided by this subdivision shall receive their daily basic salary schedule income. The Union shall reimburse the School District the cost of a substitute for each duty day of absence to attend mediation meetings scheduled by the Bureau of Mediation Services.

Subd. 4. The Union shall have the right to request the use of School District facilities to conduct meetings outside of the workday. Charges for use of such facilities shall be in accordance with the School District policy for such use.

Section 4. Right to Join: Teachers shall have the right to join the Union or the right not to join the Union.

Section 5. Right to Views: Nothing contained in this Article shall be construed to deny or restrict any rights a teacher may have under law.

Section 6. Right to Financial Information: The School District, upon written request, shall provide all financial information as required by PELRA.

Section 7. Notice of Annual Assignments:

Subd. 1. Employees shall be notified prior to May 15 each year, when possible if there is a change to their assignment the following year. Teachers will be required to review their pay and benefits in the online payroll system and notify HR of any discrepancies within 2 weeks after the first payroll of the school year or the first payroll following the date of employment.

Subd. 2. Any co-curricular positions not filled through the voluntary process will be assigned in accordance with the procedures in Article VIII.

Section 8. Vacancies: Vacancies mean an opening due to reasons such as resignation, termination, or the creation of a new position. When the School District determines that a bargaining unit position is vacant and is to be filled, then it must first check to determine if there is any qualified teacher on unrequested leave or returning from leave to fill the position. In the event that the School District determines that there is a vacancy, notification of the vacancy posted for at least five (5) work days prior to final selection of a teacher for the vacant position. The School District reserves the right to fill the vacancy on a temporary basis pending the posting process. The Union

recognizes that the School District retains the right of personnel selection as stated in Article V, Section 1.

Section 9. Personnel Files: All items which become part of a teacher's personnel file must indicate the date on which the material was placed in the file and a copy forwarded to the teacher. Upon written request, at least twenty-four hours in advance, a teacher or an authorized representative may examine the teacher's personnel file during normal business hours under the direct supervision of a representative of Human Resources. Personnel files may not be removed from the Human Resources office. An authorized representative must provide the School District with written permission from the teacher authorizing examination of the teacher's personnel file prior to such review taking place. The teacher or authorized representative shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information, including date of submission in response to any material contained therein.

Section 10. Dropping a Teaching License: All teachers employed by the School District shall be required to give written notice before dropping a teaching license. The notice must be provided to Human Resources in writing by February 1 of the school year prior to potential assignment in that area of licensure.

Section 11. Resignation Notification:

PELSB can take disciplinary action against a teacher's license if the teacher does not teach for the full contract period.

Probationary teachers have until July 1 (before the school year starts) to resign unilaterally. After that time, and until the school year ends, the school board must accept the resignation for the teacher to avoid possible discipline.

Continuing contract teachers must provide written resignation notification prior to April 1. Such written resignation by the teacher is effective as of June 30 if submitted prior to that date. Teachers will be held to their position until a suitable replacement is hired.

Section 12. Teacher Progressive Discipline:

The School District shall have the right to impose discipline on teachers. Disciplinary action will normally take the following course:

1. A documented verbal warning or a documented verbal reprimand (during which the administrator will advise the teacher a "verbal warning" is being issued.)
2. Written warning or reprimand.
3. Disciplinary suspension of one day or more without pay.
4. Termination/discharge from employment, pursuant to M.S. 122A.40.

Disciplinary actions by the School District shall include the actions noted above and normally in the order listed, except in cases of a serious magnitude.

An administrator will schedule a meeting to notify the affected teacher that the School

District is taking disciplinary action against him or her. The affected teacher shall be informed 24 hours in advance of the reason for the meeting except in cases of a serious magnitude.

Except for verbal warnings, discipline may be appealed using the grievance process. Termination/ discharge is subject to the provisions of Minnesota Statutes section 122A.40.

The School District will obtain the dated signature of the affected teacher on any written notice of disciplinary action. The teacher shall cooperate in providing his/her signature. This signature acts as verification that the teacher has received the written notification. The signature does not indicate agreement by the teacher with the contents of the written notification.

ARTICLE VII BASIC SALARY SCHEDULE

Section 1. Salary Schedule:

Subd. 1. Teachers shall be compensated in accordance with the basic salary schedule, attached hereto as SALARY SCHEDULE 2023-2024 and incorporated as a part of this Master Agreement, to be effective as of the beginning of the 2023-2024 school year.

Subd. 2. Teachers shall be compensated in accordance with the basic salary schedule, attached hereto as SALARY SCHEDULE 2024-2025 and incorporated as a part of this Contract, to be effective as of the beginning of the 2024-2025 school year.

Subd. 3. In the event a successor Master Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time as a successor Master Agreement is fully ratified.

Section 2. Status of Salary Schedule:

A teacher's basic salary schedule income shall become effective as of the date specified by the teacher's individual employment contract.

Section 3. Employment Status: Teachers covered by this Master Agreement shall be defined as full-time or part-time.

Subd. 1. "Full-time teachers" shall be defined as teachers who are issued individual teaching contracts for a full duty day and a full school year.

Subd. 2. "Part-time teachers" shall be defined as personnel who are issued an individual teaching contract for less than a full duty day or less than a full duty year.

Section 4. Original Salary Schedule Placement:

Subd. 1. Teachers who are newly employed by the School District shall be placed on

an experience increment of the basic salary schedule as agreed upon by the teacher and Human Resources.

Subd. 2. Teachers who are newly employed by the School District shall be placed on the proper educational lane of the basic salary schedule.

Section 5. Teachers Who Have Terminated Employment:

Subd. 1. Teachers who have resigned from employment with the School District and are reemployed shall be considered "newly employed" and shall be placed on the basic salary schedule in accordance with Section 4. of this Article.

Subd. 2. Teachers who have resigned from employment with the School District to engage in a public service activity and who are reemployed shall be given, for the purposes of experience increment advancement on the basic salary schedule, full credit for time engaged in the public service activity.

- a. "Public service activity" shall be defined as service with the Peace Corps, VISTA, National Teacher Training Corps, or advanced training resulting from a scholarship.
- b. Teachers employed under the provisions of this subdivision shall be reinstated with all unused sick leave accumulated at the time of resignation.

Section 6. Education Increments: For the purpose of educational lane advancement on the basic salary schedule the following conditions shall apply:

Subd. 1. Credits earned for basic salary schedule lane advancements must be relevant to the teacher's assignment and, have the written approval of Human Resources prior to taking the course.

Subd. 2. Approved credits earned for basic salary schedule lane advancement shall be sponsored by the National Council of Accreditation of Teacher Education or by approval of Human Resources.

Subd. 3. The salary schedule credits are in semester credits.

Subd. 4. Approved credits earned for basic salary schedule lane advancement between the BA and MA lanes, shall be at the graduate school level.

Subd. 5. Following placement on the MA lane, approved credits for basic salary schedule educational lane advancement shall be:

- a. At the graduate level or approved by Human Resources.
- b. Earned after placement on the MA lane.

Subd. 6. Educational lane placement shall be made effective as of September 1 or February 1.

- a. Teachers requesting educational lane advancement shall request such advancement by filing written application with the Human Resources Director prior to September 1 or February 1.
- b. To be valid, an application must include evidence of Human Resources approval of the credits, transcript of records (or a written statement from the instructor that the course was satisfactorily completed, and must be verified on an official transcript within 90 calendar days). Failure to meet the 90-day deadline will result in the loss of lane change for that date.

Section 7. Performance Increments: Following original placement on the basic salary schedule a teacher may advance on the salary schedule as outlined in the annual QComp plan and in accordance with the following.

Subd. 1. Full-time teachers may advance one (1) performance increment on the Salary Schedule the first scheduled contract day of the following school year unless they actually teach less than a semester or its equivalent natural break (for example: first quarter to third quarter) due to an unpaid leave of absence.

Subd. 2. Pro-rated teachers may advance one (1) performance increment on the Salary Schedule the beginning of the following school year unless they actually teach less than a semester or its equivalent natural break (for example: first quarter to third quarter) due to an unpaid leave of absence.

Subd. 3. Performance increments will be paid according to the salary schedule specific increments listed below:

- 11-14 \$3,500
- 15-19 \$7,000
- 20-23 \$9,700
- 24-Up \$10,700

Subd. 4. Continuing contract teachers are eligible to receive a one-time only \$500 reimbursement toward tuition or fees towards an approved program such as, but not limited to, an "M.A.," "National Board Certification," "Ph. D.," or "Ed.D." program.

Subd. 5. Upon obtaining an Ed. Specialist Degree, a teacher will receive a \$1,500 annual stipend. Upon receiving the National Teacher Certification, a teacher will receive a \$1,500 annual stipend. Teachers holding degrees or certifications for less than the full year will be pro-rated. Certificates required for the positions will not be additionally compensated.

Subd. 6. A \$1,500 annual stipend will also be provided for Speech/Language clinicians who successfully complete the Certificate of Clinical Competence (CCC) for each year the certification is maintained. Occupational Therapists who successfully complete the National Board of Certification in Occupational Therapy (NCCOT) will be awarded \$1,500 each year the certificate is maintained. Social Workers who successfully complete the Licensed Independent Clinical Social Workers License (LICSW) process will be awarded \$1,500 each year the license is maintained. School Psychologists who successfully complete the National Certified School Psychologies (NCSP) process will be awarded \$1,500 each year the license is maintained. School Nurses who successfully complete the National Certified School Nurse (NCSN) process will be awarded \$1,500 each year the license is maintained. Counselors who successfully complete the Licensed Professional Clinical Counselor (LPCC) process will be awarded \$1,500 each year the license is maintained. The additional payment will be pro-rated based on FTE and work year. Certificates required for the positions will not be additionally compensated.

Payments will be divided equally across scheduled payroll dates.

Section 8. Withholding of Education or Performance Increments:

Subd. 1. Notwithstanding the provisions of Section 6. and 7. of this Article, the School District reserves the right to withhold performance and/or education increment advancement and/or a salary schedule increase on the basic salary schedule and/or 403B matching fund number for cause.

Subd. 2. Prior to withholding the performance and/or education increment advancement and/ or a salary schedule increase, the School District shall give written notification and a specific period of time to reach expected standards, during which time counseling shall be given.

Section 9. Extended Duties:

Subd. 1. The period of individually contracted time beyond the teacher duty year shall be compensated at the teacher's daily contracted salary for each contracted, normal duty day.

Subd. 2. Teachers assigned to extra-duty assignments, beyond the teacher duty year or the normal teacher duty day, shall be compensated for such extra-duty assignments in accordance with Schedule B and Schedule C.

Subd. 3. A teacher who consents/agrees to teach an additional class period during his/her preparation time on a continuing basis will be compensated according to a pro-rated contracted salary for the duration of the assignment. The salary will be determined by the number of daily classroom periods.

Section 10. Salary Deductions: Teachers who have received approval of the Superintendent to be absent from duty without pay, as provided by Article X, Section 7, shall have deducted from their basic salary schedule incomes amounts equal to the period of absence from duty.

Subd. 1. For each duty day of approved, unpaid absence, a deduction of the employee's daily rate shall be made.

Subd. 2. For each duty hour of approved unpaid absence a deduction of the employee's hourly rate shall be made.

Section 11. Basic Salary Schedule Compensation: Pro-rated teachers shall be compensated in accordance with their experience and education placement on the basic salary schedule, in a pro-rated amount based on the number of individually contracted duty hours and/or the number of individually contracted duty days.

Section 12. Salary Payments: A teacher's basic salary schedule income shall be paid in increments following the payroll calendar. All payments will be made via direct deposit. All payroll payments will be paid according to the posted payroll schedule date. Teachers have the option to receive all of their summer pay checks on the last June 15 payroll. Changes need to be submitted to payroll in writing prior to April 20.

Section 13. Job Sharing:

Subd. 1. Job Sharing is defined as the practice of two teachers sharing one full-time (1.0 FTE) teacher position.

Subd. 2. Any two properly licensed, continuing contract teachers may apply for a job sharing position. Job sharing may be voluntary, and individual employment contracts will be half time as agreed upon between the teacher and the site principal/director of special services. No more than two job share teams per site, per year will be permitted. Job share teachers shall not be gainfully employed in another teaching position during the hours of the workday during the duration of the arrangement.

Subd. 3. Teachers wishing to share a position will make an application through the site principal or director of special services to the Superintendent. Initial and renewal applications must be submitted in writing by February 1 for the subsequent school year. Approval or denial shall be communicated in writing to the applicants no later than May 1. The decision to deny a job-sharing application is not subject to the grievance procedure. Specific reasons must be given for not renewing a job share position.

Subd. 4. Each job-sharing agreement will be in effect for one school year and may be renewed with the approval of both teachers and the School District. At the conclusion of the school year, each job share teacher shall return to employment in the following school year at the same FTE level in effect before the job sharing began, unless one or both of the teachers are placed on unrequested leave of absence, pursuant to relevant provisions of this Master Agreement and state law.

Subd. 5. Duties will include shared responsibilities for services normally provided by full-time teachers. During the job-sharing school year, the job share teachers shall:

- a. Jointly teach the first three (3) student contact days and the last two (2) student contact days of the school year.
- b. Attend all parent/teacher conference days, in-service days, and all School District and site staff development days without additional salary.
- c. Attend open houses and other School District functions as determined by the appropriate administrator.
- d. Ensure that adequate communication occurs between the two participating teachers, the parent/guardian, the students, and other teachers.
- e. Attend meetings on each teacher's scheduled workday and communicate information and directives to the other teacher in a timely fashion within 24 hours.
- f. In the event that one of the job share teachers becomes ill or disabled or takes a leave of absence of any kind for an extended period of time, the other teacher will perform all the teacher functions and responsibilities for that job share position during the period of illness, disability, or leave. Job sharing teachers will be paid on a pro-rata basis when they substitute for their job share colleague. Time must be entered by the employee and approved by the principal.

Subd. 6. Compensation for each teacher participating in the job share will be based on the rate established in the Agreement for that teacher's appropriate lane and step on the teacher salary schedule. Days of service in this assignment will accrue toward future salary step advancement as defined in the Master Agreement. For purposes of benefits, each position shall receive benefits pro-rated as pro-rated teachers, based on their respective FTEs.

- a. Teachers in job sharing positions will retain their seniority dates. They shall earn seniority the same as any other teacher.
- b. Job share teachers shall retain benefits accrued prior to the job share arrangement.

Section 14. Part-time Teaching Option: The Superintendent at its sole discretion may grant a part-time teaching option to a teacher in accordance with M.S. 354.66.

Section 15. Teacher on Special Assignment: The Superintendent will determine the number of positions to be filled with TOSA based on the needs of students, teachers, and/or the School District. Upon creation of the position, the Union will be notified.

Subd. 1. To be eligible, teachers must meet the following criteria:

- Be fully licensed by PELSB.

Subd. 2. Positions will be filled according to the following procedure:

- The School District shall develop a position description for each TOSA position.

- All TOSA positions will be posted through the normal district posting process.
- The School District will select a teacher with the skills required to meet the needs of the position (as specified in the position description).
- Positions may or may not be continued beyond one school year. Site and/or School District need and/or written evaluation of the TOSA will determine if the positions are continued.

Subd. 3. Due to the nature of the special assignment, work hours may extend beyond the normal parameters of the duty day/year according to the Master Agreement. Therefore, TOSA will be compensated as follows:

- Appropriate step and lane placement.
- Any additional compensation will be provided in the form of extended days/ time and will be granted based on pro-rated salary.
- All compensation and benefits as stipulated in the Master Contract.

Subd. 4. At the end of assignment, a TOSA shall retain the right to return to their original teaching positions or one for which they are licensed. A TOSA may not elect to return to teaching positions in the middle of a school year if no position is available. Such a move will be subject to mutual agreement between the School District, the Union and the teacher.

Subd. 5. TOSA must retain licensure from PELSB. TOSA shall retain the full protection of all provisions of the Master Agreement.

ARTICLE VIII CO-CURRICULAR ASSIGNMENTS AND COMPENSATION

Section 1. Schedule B and C:

Subd. 1. The assignment of co-curricular activities will be made by the School District on a volunteer basis, provided the teacher is qualified to perform the activity.

Subd. 2. The School District reserves the right to assign qualified teachers to co-curricular activities in the event qualified volunteers are not available. Such assignment will be considered independent of the individual employment contract for the purpose of permitting a teacher or the School District to terminate the extra assignment portion of the employment contract by serving written notice of such intent at least 90 days prior to the first day of intended contractual service or such other date as may be legally applicable. Following such resignation, the School District may reassign the teacher for one additional year if a suitable replacement is not found.

Subd. 3. Teachers performing the duties and responsibilities of the co-curricular activities established by Schedule B and C, shall be compensated in accordance with Schedule B and C.

Subd. 4. Vacant positions compensated under Schedule B and C, shall be posted.

Subd. 5. Absence due to illness or injury shall not be charged against sick leave.

Section 2. Compensation: Teachers who receive payment under Schedule B and C will receive pay in equal payments during the season/assignment. Payment will be made in the year in which it is earned.

Section 3. Split Stipend: Teachers who agree to share responsibility for co-curricular activities will be paid based upon pro-rata responsibility.

Section 4. Dropped Licensure: For co-curricular assignments requiring a license, teachers intending to drop that license shall notify the School District by Feb 1 of the year preceding the school year the license will be dropped.

ARTICLE IX BENEFITS

Section 1. Definitions:

Eligibility: Unless otherwise specified, to be eligible to participate in and receive the School District's contribution for the benefit programs established by this Article, a teacher must be performing services within the School District at a minimum of a .5 FTE. A long-term substitute contracted for less than 93 days is not benefits eligible under their agreement. If the contract is for more than 93 days they shall be eligible for health and dental benefits only at the same District level contribution as outlined in the Master Agreement.

Enrollment: Unless otherwise specified, enrollment in the benefit plans specified in this Article shall be through an annual open enrollment period, as a new hire, as a newly eligible employee or due to a qualifying event. (A qualifying event may include, but is not limited to a birth, adoption, marriage, divorce, death or change in employment status.)

Payroll deduction: Where applicable the monthly premium costs in excess of the School District's contributions identified in this Article shall be paid for by the teacher through payroll deductions.

Coverage start and end dates: Unless otherwise specified and where applicable, teachers who complete a full school year will be covered by the insurance programs specified in this Article for the period of September 1 through August 31. If the first duty day begins September 1 or later coverage will begin on the first day of the month following the first duty day and continue through August 31. Teachers separating from employment during the school year will be covered through the end of the calendar month of their last duty day.

Insurance and Benefit Specifications: The District shall ensure proper and appropriate benefits are in place pursuant to this Agreement and shall have final approval for the selection of insurance companies and programs offered. During the term of this Agreement, the aggregate value of insurance and benefits identified in this Article shall not be reduced unless mutually agreed upon by the Union, except changes required by law.

Claims Against the School District: The School District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein. No claims shall be made against the School District as a result of a denial of insurance claims by an insurance carrier.

Section 2. Group Health Insurance:

During the term of this Agreement, the School District shall contribute towards the premium cost for eligible and enrolled teachers in the group health insurance plan adopted by the School District. Premiums are subject to annual changes. Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction. The School District shall contribute on a monthly basis \$565.83 for single coverage and \$1,280.00 for family coverage.

Section 3. Group Dental Insurance:

During the term of this Agreement, the School District shall contribute towards the monthly premium cost for eligible and enrolled teachers in the group dental insurance plan adopted by the School District. Premiums are subject to annual increases. Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction. For the 2023-2025 benefits period, the district will contribute up to \$405 annually to single or family dental insurance.

Section 4. Group Life Insurance:

During the term of this Agreement, the School District shall pay the annual premium cost for eligible and enrolled teachers in the group life insurance plan adopted by the School District. The group term life insurance plan provides \$50,000 in coverage for each enrolled teacher. The plan includes AD&D (accidental death and dismemberment) coverage.

The District paid group life insurance coverage provides \$50,000 in coverage for employees only. The teacher may, at their own expense, purchase an additional \$30,000 OR \$50,000 of additional coverage at the same group rate without providing evidence of insurability. This provision will only be in effect if 50% of the teachers choose to participate. If less than 50% of the teachers choose to purchase additional coverage, evidence of insurability is required. The additional coverage purchased by the teacher will be paid through a payroll deduction.

A teacher may purchase at his/her own expense Life and AD&D insurance for his/her spouse and/ or child(ren) in \$5,000 increments. Evidence of insurability is required for

this coverage. Premium payments will be made through payroll deduction each month.

Section 5. Long Term Disability (LTD) Plan:

During the term of this Agreement all eligible teachers shall automatically be enrolled in the long-term disability plan adopted by the School District.

Section 6. Tax-Sheltered Annuities:

During the term of this Agreement, the School District shall provide procedures for full-time and pro-rate teachers to be individually enrolled in tax-sheltered annuity program(s).

The District will contribute to the individual's plan per the below schedule upon the teacher's enrollment in an eligible investment program. The selection of tax sheltered annuity options is subject to the vendor's signature on a Universal Vendor Agreement with the District's third-party administrator for annuity services and the participation of at least five (5) teachers with that vendor. Payroll deductions will be made for individual selections. This provision only defines the maximum limits of the District's participation in the selected program and a teacher may elect to contribute more than the District match.

The District's matching funds shall be awarded as follows: Upon obtaining continuing contract with the district, teachers will be eligible to receive a matching fund contribution based on their years of teaching experience. Each subsequent year of experience will add one (1) to the matching fund numbers.

Defined Contribution Plan 403(b) Matching Number	Annual District Matching Contribution
0 – 3 years of experience	\$ 0
4 – 12 years of experience	\$ 1,250
13 – 20 years of experience	\$ 1,750
21+ years of experience	\$ 2,250
Maximum Annual Match	\$ 2,250

Section 7. Flexible Spending Account:

During the term of this Agreement, the School District shall provide procedures for teachers to be enrolled in a healthcare and/or daycare flexible spending account. Annual health care and childcare maximum contributions are subject to IRS regulations. Pre-tax deductions will be taken through payroll deductions. These accounts are funded entirely with employee dollars.

Section 8. Mileage: All teachers who may be required by the School District to use their own vehicles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate allowed by the IRS and following the IRS regulations for all required driving on approved school business. Reimbursement of the new IRS rate will be effective the first of the month following the announcement of the new rate.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave/ Earned Sick and Safe Time:

An annual sick leave allowance of up to 93 hours shall be granted to all full-time and pro-rated teachers as of the first day of the school year. Teachers working less than 193 days will receive a pro-rated number of sick leave hours.

If a teacher resigns or has been placed on an unrequested or unpaid leave of absence and has used more sick leave than has been earned, the value of hours owed shall be deducted from the teacher's final payment.

Under extenuating circumstances the School Board may grant additional sick leave in accordance with M.S. 122A.40 subd.12.

As of January 1, 2024, and thereafter, the initial forty-eight (48) hours of sick leave will be designated as earned sick and safe leave (ESST)

Subd. 1. Use

- a. Sick leave may be used for absences caused by personal illness, injury or disability or for other absences specifically established by this Article. Employees may use accumulated sick leave for absences due to the illness of an employee's family member for such reasonable periods as the employee's attendance with the family member is necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness. Family members include employee's child, spouse, mother, father, sibling, grandchild, grandparent, stepparent, legal guardian, mother-in-law, father-in-law, or person for whom the employee is a legal guardian.
- b. ESST: Effective January 1, 2024, and each school year thereafter, the initial forty-eight (48) hours of sick leave accrued shall be designated as ESST. ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than half day increments. Teachers who are newly employed will not be eligible to use ESST until they have performed work for at least eighty (80) hours and have accrued ESST as per school district payroll practices.

Subd. 2. Accrual

- a. Annual sick leave, which is unused, may be accumulated from school year to school year to a maximum of 1472.5 hours of unused sick time.
- b. ESST hours may accumulate to a maximum of eighty (80) hours.
- c. Accrued unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum accruals.

Subd. 3. Deduction

- a. Leave will be deducted from accumulated ESST until ESST is exhausted. Once ESST has been exhausted, additional sick leave taken

shall be deducted from the teachers' accumulated, unused sick leave if eligible and the teacher has such leave available. Sick leave time/ ESST leave time may be requested and used in half or full day increments.

- b. In the event of an illness or injury that causes a teacher to be absent for an extended period of time, the teacher must apply for the long-term disability insurance once he/ she becomes eligible to receive this benefit. Teachers who are absent from duty because of disability (including pregnancy, childbirth, and related medical conditions), illness, or injury in excess of their accumulated sick leave shall be paid the difference between a daily substitute's pay and the teacher's basic salary schedule income, not to exceed the 30 consecutive calendar day maximum.

Subd. 4. Documentation

- a. The School District reserves the right to request a teacher to provide medical evidence of disability, illness, or injury. Failure to provide such evidence shall result in the loss of sick leave for the period of absence. Continued absences without evidence shall result in loss of pay and may result in dismissal.
- b. ESST: When permissible by law, the School District may require a teacher to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required following the Minnesota Statute 181.9447.

Subd. 5. Approval/ Notice

- a. Teachers shall enter leave requests with at least seven (7) days advance notice of the need for use of sick leave/ESST if the need for leave is foreseeable. If the need for sick leave/ESST is unforeseeable, notice shall be provided as soon as practicable. Teachers requesting the use of sick leave shall provide proper notification as early as possible and no later than 5:30 a.m. when possible. Teachers failing to give such notice, except in the event of an emergency, shall be subject to a full salary deduction for the period of absence.
- b. Sick leave/ESST may be approved only upon the teacher's submission of the electronic request for sick leave/ESST.

Subd. 6. Concurrent Usage

To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 7. Separation

A teacher shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If a teacher is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire. Teachers who are rehired within one year will have sick leave reinstated upon rehire.

Subd. 8. Religious Observances

Religious observances are absences covered under this article. Religious observances must be requested two weeks in advance and will be deducted from sick leave.

Section 2.

Bereavement Leave: Full-time and pro-rated teachers may be absent to a maximum of five (5) duty days per school year, to make arrangements for and/or attend the funeral in the event of a death in the teacher's immediate family. One (1) day out of these five (5) duty days per school year may be used for attendance at the funeral of a friend. Additional days may be granted at the discretion of the Superintendent.

Subd. 1. Immediate family shall be defined as the teacher's spouse, mother, father, child, grandparent, grandchild, sister, brother, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or a person for whom the teacher is a legal guardian.

Subd. 2. Teachers requesting bereavement leave shall follow site processes to notify their site principal or immediate supervisor 24 hours in advance and no later than 6:00 am giving reason(s) for the absence. Bereavement leave time may be requested and used in half or full day increments.

Subd. 3. Bereavement leave will not be deducted from a teacher's accumulated sick leave for the following family members only: mother, father, teacher's spouse/life partner, sibling, child, grandparent, and in-laws.

Section 3.

Emergency Leave: Full-time and prorated teachers may be granted, with the approval of the District, one (1) day per school year to be used to conduct personal business which cannot otherwise be performed outside of the duty day or in the event of a personal emergency.

Subd. 1. Examples of the use of emergency leave, which may be approved are court appearances, estate settlements, funerals not covered by Section 2 of this Article, or an automobile mishap in which the teacher is involved. Other requests will be considered on their individual merits.

Subd. 2. Teachers requesting emergency leave shall make such request to their site Principal at least twenty-four (24) hours in advance of their absence, except in the event of a personal emergency. Approval or denial of the request by the Superintendent shall be made, and communicated to the teacher's site Principal, prior to the requested absence.

Subd. 3. Emergency Leave, as described in this Section shall be deducted from sick leave. Emergency leave time may be requested and used in half or full day increments.

Section 4. Professional Leave: Full-time and pro-rated teachers may be absent from duty, subject to the prior, written approval of the supervisor, for the purpose of a school visitation, other professional growth activity, or the attendance at an educational workshop or conference. Teachers absent from duty because of an approved professional absence shall be paid their daily basic salary schedule income for each duty day of absence.

Section 5. Jury Duty and Subpoenas:

Subd. 1. Full-time and pro-rated teachers required to appear for jury duty or subpoenaed as a witness by a court of law for a case in which the teacher is not a defendant or a plaintiff during the school year will be paid the teacher's daily basic salary schedule income.

The teacher will reimburse the School District the jury duty or witness fees, excluding mileage and expenses.

- a. Teachers selected for jury duty shall notify the site after being notified of their selection. Upon summons to jury duty, the teacher shall submit a copy of the summons to Payroll.
- b. The teacher shall report for duty on the duty day immediately prior to, and the duty day immediately following the last day of jury duty.

Section 6. Injury on Duty:

Subd. 1. Upon the request of a full-time or pro-rated teacher who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the teacher from Workers' Compensation and the teacher's daily contracted salary to the extent of the teacher's accumulated sick leave.

Subd. 2. When a teacher is injured on the job and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, such salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days pay not covered by insurance will be deducted from accrued sick leave. Such payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 3. Teachers not electing to supplement workers' compensation benefits by a sick leave deduction shall receive only the workers' compensation benefits and

shall not be deducted sick leave for the period of absence.

Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of the sick leave deduction result in the payment of a total daily, weekly, or monthly compensation that exceeds the contracted salary of the teacher.

Subd. 5. In the event a teacher is unable to perform regular teaching responsibilities as a result of an on duty assault, the first ten days of absence shall not be deducted from sick leave. Additional days may be granted at the discretion of the Superintendent. The School District reserves the right to require and pay for a medical evaluation verifying the disability.

Section 7. Absence Without Pay:

Subd. 1. Teachers may be granted absences without pay to a maximum of seven (7) duty days per school year. Requests for absence without pay shall be made in writing at least three calendar days in advance of the date of absence, provided, that the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency.

The approval of requested absence without pay shall be at the sole discretion of the Superintendent.

Subd. 2. Teachers absent from duty, except as provided by this Article, shall be considered to be absent without pay for the period of absence and may result in disciplinary action up to and including termination.

Section 8. Personal Leave:

Subd. 1. An annual personal leave allowance of three (3) duty days shall be granted to all full-time and pro-rated teachers as of the first day of the school year to conduct personal business without stating the reason for the request. Such absences will be deducted from accumulated sick leave. No more than four (4) teachers may be absent at one time from each site with more than 50 teachers due to use of personal leave. Sites with fewer than 20 teachers shall have no more than one (1) teacher absent at one time due to the use of personal leave. Sites with 20-50 teachers shall have no more than two (2) teachers absent at one time.

Subd. 2. Personal days must be requested one week (5 school days) prior to the date of the absence. The principal or designee will inform the teacher if the request is approved or not three (3) school days prior to the requested date.

Subd. 3. Personal days may accumulate to a maximum of five (5). Up to two (2) unused personal days may carry over from one year to the next.

Subd. 4. Personal leave time may be requested and used in half or full day increments.

Subd. 5. Personal days utilized during the first two weeks or the last two weeks of the school year must be pre-approved by the superintendent.

Section 9. Sabbatical Leave of Absence:

Subd. 1. A sabbatical leave of absence for up to one (1) year may be granted by the School Board to a teacher for the purpose of professional advancement, subject to the conditions listed below:

- a. The allowance granted to a teacher on sabbatical leave shall be based on 1/2 of the basic salary schedule income of the teacher for the term of the leave. In special cases and upon written request by the teacher, the School District may consider paying 75% of the teacher's sabbatical year salary. The year following, the School District would deduct 25% of the teacher's sabbatical year salary. Payments shall be made on the regular pay schedule.

Example 1: Using 1/2 of the contracted salary rate:

2015-2016 - teacher paid on 9th step of the Salary Schedule.

2016-2017 - teacher on sabbatical would be paid 1/2 salary of the 10th step of the salary schedule.

2017-2018 - teacher having returned from sabbatical would be paid on the 10th step of salary schedule.

Example 2: Using the 75% of the contracted salary rate:

2015-2016 - teacher paid on 9th step of the salary schedule.

2016-2017 - teacher on sabbatical would be paid 75% of salary on the 10th step of the salary schedule.

2017-2018 - teacher having returned from sabbatical would have the School District deduct 25% of 2016-2017 10th step salary rate. The teacher would be paid the difference between the deduction and the 10th step salary rate of this year's Salary Schedule.

- b. Upon the expiration of the sabbatical leave of absence, a teacher shall be returned to the teacher's former position or to a position of like nature and status for which the teacher is certificated unless previously discharged or placed on unrequested leave of absence.
- c. Upon expiration of the sabbatical leave and return to teaching duties the teacher shall be placed on the basic salary schedule in accordance with the following:

1. During the year of the sabbatical leave, the teacher shall advance one (1) increment from the position the teacher held at completion of the previous school year.
2. Upon returning from sabbatical leave, the teacher will remain on the same experience increment position the teacher was on during the sabbatical leave.
3. Thereafter the teacher shall progress on the basic salary schedule in accordance with Article VII, Section 7.

Subd. 2. During a sabbatical leave of absence a teacher shall retain tenure, insurance, accumulated sick leave, and all other accrued benefits provided by this Contract.

Subd. 3. Teachers granted sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance.

Subd. 4. Requests for sabbatical leaves of absence shall be subject to the following conditions:

- a. The teacher must have taught for seven (7) full years in the School District.
- b. Written application for the sabbatical leave must reach the Superintendent's office by February 1 of the school year prior to the start of the leave.
- c. Recommendations for the sabbatical leave must be presented to the School Board by the Superintendent by March 15 prior to the start of the leave.
- d. A teacher who has requested a sabbatical leave of absence which has been recommended by the Superintendent and approved by the School Board shall submit by April 1 prior to the start of the leave evidence of admittance to the college or university and/or the approved program of study. A travel program may be contingent upon college credit for the same and shall be submitted by April 1 prior to the start of the leave.
- e. A maximum of one (1) sabbatical leave per school year may be granted by the School Board.
- f. The granting of the sabbatical leave may be contingent upon the ability of the School District to secure a satisfactory substitute.
- g. Teachers granted a sabbatical leave shall pledge themselves by signature to teach in the School District for two (2) full school years following the termination of the leave, unless waived by the School Board. If the teacher's service is discontinued for any reason other than their inability to teach or because of waiver by the School Board before the expiration of the two (2) years, the teacher shall pay back to the School District a pro rata amount of the sabbatical salary and fringe benefits in relation to amount of the two (2) full school years not completed.

- h. If an allowable sabbatical is not used in one year, it may be added to the allowable number, totaling two, the next year. The School Board retains the prerogative of granting two sabbaticals one year at the expense of the one the following year.

Section 10. Pregnancy/Maternity, Parental, Adoption and Childcare Leaves:

All leaves in this section must be requested in writing from the site principal and Human Resources three months prior to the beginning of the leave.

Subd. 1. Pregnancy/Maternity Leave: In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

Pregnancy/Maternity Leave shall begin and end on a mutually agreed upon date between the teacher and the school board. Length of the leave shall not exceed six weeks without a physician's verification of extenuating circumstances.

Subd. 2. A pregnant teacher who is unable to perform teaching duties and responsibilities due to disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, is eligible to use sick leave in accordance with Article X, Section 1, and long-term disability leave in accordance with Article IX, Section 5.

Subd. 3. Parental Leave: Following the birth of a teacher's child, the non-birthing parent is entitled to up to ten (10) consecutive business days, to be with the co-parent and child/children. These days are deducted from sick leave.

Subd. 4. Adoption Leave: Up to thirty (30) days of sick leave may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

Subd. 5. Childcare Leave: A teacher who wishes to request a leave of absence for purposes of childcare may request an unpaid leave of absence. A requested leave may be up to 12 months. Upon delivery/ adoption during the second semester, childcare leave may be extended through the following school year. The school board may adjust the beginning or ending of the leave so the dates of leave occur during a natural break in the school year.

Subd. 6. Additional childcare leave may be granted at the discretion of the School Board for special circumstances.

Section 11. Military Leave: Military leave shall be granted by the School District pursuant to applicable State and Federal laws.

Section 12. Union Leave:

Subd. 1. Teachers who are elected or appointed to a full-time position with the Union or one of its affiliates may request in writing an unpaid Union Leave of Absence.

Subd. 2. The School Board shall grant such requests for an unpaid Union leave of absence in accordance with M.S. 179A.07, Subd. 6.

Subd. 3. Upon return to duty following the expiration of the unpaid Union leave of absence, the teacher shall be reinstated to his/her former position or to a similar position for which the teacher is certificated. The teacher shall retain tenure, seniority, salary, and fringe benefits which had accrued prior to taking the Union leave unless previously terminated or placed on unrequested leave of absence.

Subd. 4. Teachers failing to return to duty at the expiration of an unpaid Union leave of absence shall be considered to have resigned unless the leave has been extended by the School Board.

Section 13. Unpaid Leave of Absence:

Subd. 1. Teachers may request in writing an unpaid leave of absence no later than February 1 of the year preceding the proposed leave. Exceptions to this date will be considered on a case-by-case basis. The disposition of such requests shall be at the sole discretion of the School Board. The duration of said leave shall be agreed upon between the School District, the teacher and the Union, but shall not exceed one school year. A teacher, while on an unpaid leave of absence, shall not take employment as a teacher in another school district.

Subd. 2. A teacher on an unpaid leave of absence as outlined in this section shall not receive salary or benefits. However, the teacher may continue participation in group insurance plans as outlined in Article IX. Time on unpaid leave of absence shall not be counted toward advancement on the salary schedule. Teachers failing to return to duty at the expiration of an unpaid leave of absence shall be considered to have resigned, unless the leave has been extended by the School Board based on a written request for extension by the teacher.

Section 14. Continuation of Insurance: Teachers on an approved leave of absence as established by Section 11 - Subd. 5, Sections 12, 13, or 15 of this Article may continue to participate in the group insurance plans identified in Article IX, by paying the full monthly premium of the group insurance plans in advance each month.

Section 15. Extended Leave of Absence: The school board may approve an extended leave of absence. An extended leave of absence is a leave that has been authorized by an employer for a period of at least three years but not more than five years. Written

application for this leave must be submitted to the school board by February 1 for the subsequent year, for board action. Exceptions to this date will be considered on a case-by-case basis. This leave is subject to the parameters of MS. Sections 122A.46 and 354.094.

Section 16. Sick Leave Pool:

Subd. 1. Use: A sick leave pool is available for use by a teacher experiencing a long term chronic or catastrophic illness of the individual teacher or a member of their immediate family (limited to spouse, life partner, parent, child, or other for whom they are the legal guardian) on a case-by-case basis. In order to qualify for use of the sick leave pool, a teacher must have exhausted all sick leave days available to him/her.

Subd. 2. Request: Request for use of the sick leave pool days must be made in writing to the Sick Leave Committee. Complete FMLA paperwork must be provided to the District upon application for use of the sick leave pool.

Subd. 3. Sick Leave Committee: The Sick Leave Committee will consist of the Superintendent, HR Director, and one teacher from each site. Majority approval of the Sick Leave Committee members is required. In case of a tie, the sick leave pool request will be denied. In such case, an appeal may be made to the HR Committee of the School Board.

Subd. 4. Approval/Denial: Approval or denial of use of the sick leave pool will be made by the Sick Leave Committee and given in writing within 5 working days to the teacher requesting the use and to the President of EMBC.

Subd. 5. Donations: In order to donate days to the pool, a teacher(s) must have a minimum of 465 hours of sick leave accumulated. A teacher may voluntarily donate up to 40 hours of his/ her accumulated sick leave to the pool per year.

Subd. 6. Maximum Donation: A maximum of 775 hours may be donated to the pool in a school year. In the event there is additional need for the sick leave pool, the request should be submitted to the Superintendent who upon consultation with the School Board and the Sick Leave Committee will make the decision.

Subd. 7. Carryover: Any unused days in the sick leave pool shall not be returned to the teachers who contributed. Unused days will not be carried over to the next year.

Section 17. Unused Sick Leave

Subd. 1. 403b/ 457 Contribution: Upon accumulating more than 465 sick leave hours, licensed staff may choose to contribute any additional hours (up to a maximum of 38.75 hours per year) to an existing deferred compensation account, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District.

- a. Unused sick leave hours will be compensated at a rate of \$13.50 per hour. The sick leave days used for the District contribution shall be deducted from the teacher's accumulated sick leave.
- b. The teacher shall submit a request to the payroll manager by June 1, specifying the dollar amount of the employee's contribution. The District matching contribution shall be spread over 24 pay periods, starting September 15 of the following school year.
- c. Teachers who contribute unused sick leave to their deferred compensation plan and subsequently need to request from the sick leave pool shall have their sick leave pool request reduced by the previously contributed hours.

Subd. 2 Retiree Insurance: When a licensed staff member becomes eligible for retirement, the staff member may choose to apply unused sick leave to purchase health insurance coverage on the district group medical plan. The School District shall contribute an amount per month toward the monthly premium cost of single medical insurance equal to the single contribution amount as noted in Article IX, Section 2.

- a. One year of single coverage on the group health insurance for 63 days (488.25 hours) unused sick leave.
- b. Two years of single coverage on the group health insurance for 126 days (976.5 hours) unused sick leave.
- c. Three years of single coverage on the group health insurance for 190 days (1,472.5 hours) unused sick leave.

ARTICLE XI DUTY HOURS, DAY, AND YEAR

Section 1. Duty Day: The normal duty day for full-time teachers shall be 7-3/4 consecutive hours, including a thirty-minute (30), duty-free lunch period. The specific duty hours may vary by site according to the educational program of the School District.

Subd. 1. During the normal duty day teachers may be assigned to classroom or non-classroom responsibilities by their site Principal or the Superintendent.

Subd. 2. Meetings may be called by site principals, directors, or the Superintendent which may extend beyond the normal duty day, such as IEP, child study, parent meetings, teacher meetings, grade level meetings, curriculum meetings, etc.

Subd. 3. Teachers may be assigned responsibilities to perform outside of the normal duty day by their site principal or the Superintendent. Every effort will be made to provide 24- hour notice for these situations.

Subd. 4. For every twenty-five (25) minutes of teaching, five (5) minutes will be provided for planning as per M.S. 122A.50. Licensed staff will be afforded a minimum of two blocks of self-directed prep time no shorter than twenty-five (25) minutes per week.

Subd. 5. A teacher may offer to be assigned to teach during their preparation time in

the event of an emergency, or when a regular substitute teacher is unavailable. The rate of pay is indicated on Schedule C.

Section 2. School Year: Pursuant to M.S. 120A.40 and M.S. 120A.41 the School District shall establish the number of school days and teacher duty days for the following school year or years, as may be required by law.

Subd. 1. Teachers shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to the authority, has determined to conduct such.

Subd. 2. The teacher duty year for full-time teachers shall consist of 193 days, which may be scheduled as follows:

- 170 to a maximum of 180 student contact days,
- 10 days to be used for In-service Days, Professional Development Days and Teacher Planning Days,
- 1 Flex Day
- 8 Holidays

Holidays: The following eight holidays are provided with pay: Labor Day, Thanksgiving, Friday after Thanksgiving, December 25th, New Year's Day, Martin Luther King Day, President's Day, Memorial Day.

In-service Days: Pre- and post-school year for dissemination of procedural information, to include items of priority to the district.

Professional Development Days: The means by which educators acquire or enhance the knowledge, skills, attitudes, and beliefs necessary to create high levels of learning for all students.

Teacher Planning Days: Teachers' time for grading, reporting, planning and/or teacher led collaboration.

Flex Day: Required duty day for licensed staff used to prepare classrooms and / or prepare for students for the school year. May be used at the discretion of teachers providing all tasks are completed by the first day of school.

Subd. 3. Newly hired teachers shall be employed 197 days during the first year of their individual employment contract. The equivalent of three (3) days will be scheduled by the School District prior to the start of school and will be used for the purpose of orientation and support. The fourth day or its equivalent may be used for attending workshops, working with mentors, or working on graduation standards outside of contract hours. In subsequent years, the teacher shall be

contracted for 193 days.

Section 3. Special Education Due Process Days: To remain in compliance and complete all necessary due process work in a timely manner, special education teachers shall be provided additional hours up to an equivalent of three (3) due process days each school year.

Subd. 1 Due process days must be requested one week (5 school days) prior to the date to the Director of Special Services, stating the intended outcome(s).

Subd. 2 The Director of Special Services must approve or deny the due process day request a minimum of three (3) school days prior to the requested date.

Subd. 3 Teachers will be compensated at their hourly rate of pay for the additional due process time up to a maximum of three days per school year or 23.25 hours.

Section 4. BCCS Online Education

Subd. 1. Recognition: For the purpose of this Agreement, BCCS Online Teachers are teachers who are in positions which require a Minnesota teaching license and who meet the representation definition of this Agreement in Article II and Article IV.

Subd. 2. Application of Agreement: All provisions of this Agreement shall apply to BCCS Online teachers. The parties recognize the Online program is unique which requires particular considerations as per this Article.

Subd. 3. Terms and Definitions: Certain terms apply primarily to Online Instructors that do not typically apply to In Person Instructors.

- a. Online Teacher – teachers that deliver instruction and assessment through virtual means.
- b. Hybrid – Classes that are scheduled use a combination of synchronous and asynchronous instruction over the course of the week.
- c. Synchronous Instruction – Instruction, lessons and assessment that is delivered virtually through live class connect sessions in real time.
- d. Asynchronous Instruction – Instruction, lesson and assessment that is delivered virtually through means other than live class connect sessions.

Subd. 4. Seniority:

- a. Online Teacher's seniority dates shall be the original start date with Insight following the statutory eligibility. (Article XIV, Section 8, Subdivision 2)

Subd. 5. Online Teacher Responsibilities and Class Size:

- a. Virtual workshops and professional development options will be available for Online Teachers.
- b. Class size will not exceed 40 students per class as per SS 124D.095 Subd. E.
- c. BCCS teachers will not be required to simultaneously teach an online course and an in-person course in the same class period/block.

ARTICLE XII HEALTH STANDARDS

Section 1.

Subd. 1. Prior to employing a teacher, the School District shall have the right to require the prospective teacher to provide medical evidence of a physical examination, which attests to his/her ability to perform job duties and responsible. If required, the cost of the physical examination shall be paid for by the School District.

Subd. 2. The School District shall have the right to require a teacher to provide medical evidence of her/his ability to perform teaching duties and responsibilities. The medical authority shall be agreed to by the Superintendent and the teacher, and the expense of such examination shall be the responsibility of the School District.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Definitions: A "grievance" shall mean an alleged violation or disagreement as to the application of the Contract by a teacher, which may be processed as hereinafter provided.

Subd. 1. The word, "teacher," except where otherwise indicated, shall mean any licensed professional employee covered by this Contract. The word, "teacher," may include a group of teachers who are similarly affected by a grievance.

Subd. 2. An "aggrieved teacher" shall mean the teacher or teachers making the claim.

Subd. 3. "School Board" shall mean the School Board of the School District.

Subd. 4. "Grievance committee" shall mean the three (3) member committee whose members are determined by the Union.

Subd. 5. Extension shall mean the time limits provided in this Article may be extended by written agreement of the parties.

Subd. 6. Reference to days regarding time periods in this procedure shall refer to week days, which are defined as Monday through Friday, excluding holidays designated by state law.

Subd. 7. In computing any period of time prescribed or allowed by procedures herein, the date of the act shall not be included. The last day of the period so computed shall be counted.

Subd. 8. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. The notice or document will also be considered timely if it is sent via a properly addressed email within the applicable time period.

Section 2. Representation: The grievant(s), site principal, Superintendent or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4. Adjustment of Grievance: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the Grievance Committee, or the teacher's site principal or with the site principal accompanied by a member of the "Grievance Committee," with the objective of resolving the matter informally. The Union may refuse to file a grievance or appeal a grievance to the next level if, after investigation, it believes the complaint lacks merit.

Subd. 1. Level I: In the event the matter is not settled informally, the grievant may present the grievance in writing to the site principal of the school involved within five (5) days after the discussion, setting forth the facts, specific provision(s) of the Master Agreement allegedly violated, and the particular relief sought with a copy to the "Grievance Committee Chairperson." This filing must be within twenty-one (21) days after the event or reprimand giving rise to the alleged violation. The site principal shall, within five (5) days of the receipt of the written grievance, render a decision and the rationale in writing to the grievant, with a copy to the "Grievance Committee Chairperson."

Subd. 2. Level II: If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days from the Subd. 1. meeting, the grievance may be transmitted within five (5) days to the Superintendent or his/her designee. Within ten (10) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or a designated representative to seek a resolution of the grievance. Within seven (7) days of the meeting the Superintendent shall present a written decision to the grievant with a copy to the "Grievance Committee Chairperson."

Subd.3. School Board Review: The School Board reserves the right to review any decision issued under Subd. 1. or Subd. 2. of this procedure, provided the School Board or its representative(s) notifies the grievant and the Union of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Subd. 4. Level III: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been rendered in accordance with Subd. 2. Level II, the grievant shall, within five (5) days, file the written grievance with the School Board. The School Board, no later than its next regular meeting or within fourteen (14) days, whichever shall be later, shall meet with the grievant and the "Grievance Committee." The School Board and the grievant retain the right to have legal counsel present. Within fourteen (14) days following this meeting the School Board shall render its written decision.

A copy of the decision shall be provided to the grievant and to the "Grievance Committee Chairperson."

Section 5. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 6. Arbitration Procedures: If the grievance is not resolved, based on the procedure established by Section 4 of this Article or if no disposition of the grievance has been made within the period provided by Section 4., Subd. 3. of this Article, the grievance may be submitted to arbitration as hereinafter provided.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision of Section 4., Subd. 3 of this Article.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with Section 4 of this Article.

Subd. 3. Selection of an Arbitrator: If the parties cannot mutually agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing that such request is made within ten (10) days from the date of notification that arbitration will be pursued. Selection of this single arbitrator will be made in accordance with the BMS rules. The failure to request arbitration from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon selection of the arbitrator, the appealing party shall within five (5) days forward to the arbitrator, with a copy to the School District, the submission which shall include the following:
 1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. Written documents relating to Section 5, of the grievance procedure.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate. The parties shall have the right to a hearing at which time both

parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with presenting its cases in arbitration. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction:

- a. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
- b. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Master Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Union and shall have no authority to make a decision on any other issue not so submitted.
- c. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision is binding on both the School District and the Union subject to the limitations as provided in PELRA and shall be based solely on the arbitrator's interpretation or application of the express terms of this Contract and to the facts of the grievance presented.

Subd. 8. Implementation of Award: An arbitrator's award which upholds a teacher's grievance shall be implemented within thirty (30) calendar days from the date the School District received the award, subject to the School District's right to have the award clarified, modified, or vacated pursuant to Minnesota law MS 572B.20, 572B.23, and 572B.24.

Subd. 9. Continuation of Grievance: Notwithstanding the expiration of this Master Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 7. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator, or to any situation in which its application would be considered unlawful retaliation or reprisal.

ARTICLE XIV UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, and the Article represents the agreed upon plan for the School District for placing teachers on unrequested leaves of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by the consolidation of school districts. Before initiating proceedings under the provisions of this Article, the School District shall notify the Union of the School Board's intention to place teachers on unrequested leave of absence.

Section 2. Definitions: For the purpose of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1. Tier 1 and 2 teachers do not have continuing contract rights or any rights under this Article.

Subd. 2. For purposes of the placement of teachers on or recalling teachers from unrequested leave of absence, "qualified" shall mean a teacher who, in addition to having a state license in the subject matter or field taught, has a major in the subject matter or field taught and, as solely determined by the School District, has successfully had teaching experience in such subject matter or field within the past five (5) years. A teacher cannot assert rights to a position while being placed on or recalled from an unrequested leave of absence unless they are qualified for the position.

Subd. 3. "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the date of the School Board approval of the teacher's individual employment contract, including periods of employment outside the bargaining unit in a position requiring licensure and during periods of time on an approved leave of absence as provided by Article X and Article XIV. For seniority purposes, teachers employed as School District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment as determined by the School District.

Subd .4. "Position" shall mean teaching assignments for which the teacher has acquired

continuing contract rights and holds appropriate licensure.

Section 3. Unrequested Leave of Absence: Teachers on the seniority list may be placed on unrequested leave of absence by the School Board because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of three (3) years, after that the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Human Resources Department by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 1. Teachers shall be placed on ULA in inverse order of seniority in the field or subject matter employed with the following exceptions: 1) A qualified teacher on an "Intensive Support Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8 shall be placed on ULA before qualified teacher employed in the same field or subject matter who is not on such a plan. 2) A qualified teacher who holds a Master's degree or higher in the field or subject matter employed shall not be placed on ULA if there exists another qualified teacher in the same field or subject matter who does not hold a Master's degree or higher. A graduate degree of Master's or higher will not provide protection from ULA if the degree is not in the subject matter that the teacher is employed. 3) The district also reserves the right to retain teachers in whom the School District has invested School District funds to send to specialized training (e.g., teaching Project Lead the Way or College in the Schools, College Now courses, mentoring, Teacher on Special Assignment (TOSA) positions created by the School District, etc.). 4) The district reserves the right to retain teachers who have developed specialized skills through experience in online teaching. 5) No qualified Tier 3 or Tier 4 teacher who acquires continuing contract rights will be placed on ULA while Tier 1, Tier 2, or Special Permission teachers are retained in positions for which the Tier 3 or Tier 4 teacher with continuing contract rights is qualified.

Subd. 2. Teachers placed on unrequested leave of absence shall receive written notice no later than July 1 of the school year prior to the commencement of such leave with reasons stated.

Subd. 3. This section shall not apply if its application will result in any violation of the School District's Equitable Access Plan which shall include ethnicity, race, color, or sex; and any teacher employed per this plan may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of the Equitable Access Plan.

Subd. 4. In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion

of the School District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.

Section 4. Bumping Rights: Any teacher, who is placed on unrequested leave of absence, may elect to exercise their right to bump any teacher lower on the seniority list who is employed in a position for which the teacher proposed for placement on ULA is qualified, unless one of the exceptions in Section 3. Subdivision 1 exists. No qualified teacher, however, shall have the right to bump into a position with an FTE greater than their FTE at the time of proposed placement on ULA. Moreover, the School District is not required to non-renew or place a full-time teacher on ULA (including, but not limited to, full-time probationary teachers), so that a part-time teacher could have a portion of the full-time teacher's FTE. A part-time teacher is only allowed to bump into a position held by a teacher who has the same FTE or less.

Subd. 1. Bumping rights may be exercised only if written notice of a request for a hearing to challenge the School Board's proposed action is received by the School Board from the teacher within ten (10) calendar days from the date of receipt of notice of proposed placement on unrequested leave of absence.

Subd. 2. Any teacher so bumped and proposed for placement on unrequested leave of absence shall be notified in writing and afforded the rights in Subd. 1 above.

Subd. 3. ULA is the only situation where a teacher would have the ability to transfer into a position that is currently occupied by another teacher.

Section 5. Status While on Leave: Any teacher placed on such leave may engage in teaching or any other occupation during such period. Teachers placed on unrequested leave of absence shall have the following rights:

Subd. 1. Accumulated earned sick leave shall be "frozen" as of the end of the school year in which the teacher was placed on unrequested leave of absence.

Subd. 2. The teacher may participate in the group insurance coverage provided in this Agreement for which the teacher is qualified by paying 100% of the premium cost in advance each month.

Subd. 3. Such leave shall not impair the continuing contract rights of a teacher or result in loss of seniority credit for previous years of service until their recall rights are terminated as stated in this article.

Subd. 4. Such leave shall not impair the right to receive unemployment compensation, if eligible.

Subd. 5. The teacher may engage in teaching or any other occupation during the period of an unrequested leave of absence.

Subd. 6. The teacher on unrequested leave of absence shall have the right to reinstatement for a period of three (3) years from the date of being placed on unrequested leave of absence provided that the teacher's right to reinstatement shall terminate if the teacher fails to file with the Human Resources Department by April 1st of each year, a written statement requesting reinstatement.

Section 6. Recall: No new teacher shall be employed by the School District in a full time position while there is available, on unrequested leave of absence, a teacher who is qualified to fill the "vacant position" And willing to accept the vacant position. No new teacher shall be employed by the School District in a part-time position while there is available, on unrequested leave of absence, a full-time or part-time teacher on the seniority list who is qualified to fill the "vacant position" and willing to accept the vacant position. All teachers on ULA, whether they accept or reject a position of a lesser FTE than they are entitled to, maintain the right to a position that becomes vacant in the future of their entitled FTE for which they are qualified. A vacant position shall be defined as a vacancy resulting from a resignation, death, discharge or creation of a new position.

Subd. 1. Temporary Replacement: The School District shall have the right to fill any vacant position from any source on a temporary basis pending completion of the recall procedure.

Subd. 2. Available Positions: A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the position from which the teacher was placed on leave or, if not available, to any other vacant position for which the teacher is qualified. Reinstatement shall be in the inverse order of placement on unrequested leave of absence.

Subd. 3. Notice: Notice of recall by the School District shall be complete upon mailing such notice by certified mail (return receipt requested) or delivered by personal service. If mailed, the notice will be addressed to the last known address provided by the teacher to the office of the School District. This notice shall contain the date of return to duty.

Subd. 4. Acceptance of Recall: A teacher shall notify the School District in writing within fourteen calendar days after the date of the receipt of the notice of recall, indicating either acceptance or rejection of the recall notice. Failure to accept the recall within the (14) fourteen day period shall constitute waiver on the part of the teacher regarding the position(s) offered.

Section 7. Termination of Rights: A teacher's rights, as established by this Article, shall terminate upon:

Subd. 1. Resignation

Subd. 2. Retirement

Subd. 3. Discharge pursuant to M.S. 122A.40, Subd. 9 and Subd. 13.

Subd. 4. Failure to return at the expiration of a leave of absence or any authorized

extension thereof.

Subd. 5. Failure to give written notification to the School Board accepting or rejecting recall within fourteen calendar days after the date of receipt.

Subd. 6. At the expiration of three (3) years from the effective date of an unrequested leave of absence without recall.

Subd. 7. Voluntary removal by a teacher of their name from the recall list which must be a written request.

Subd. 8. Expiration or revocation of a valid teaching license.

Subd. 9. Failure of a teacher to file with the Human Resources Department by April 1st of each year, a written statement requesting reinstatement.

Section 8. Seniority Date: A teacher's seniority date shall be based upon total years of experience in the School District commencing with the date of School Board approval of the teacher's individual employment contract, including periods of employment outside the bargaining unit in a position requiring licensure and during periods of time on an approved leave of absence as provided by Article X and Article XIV.

Subd. 1. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the School Board without actual interruption of teaching service.

Subd. 2. Online Teacher's seniority dates shall be the original start date with Insight following the statutory eligibility.

Subd. 3. Tier 1, Tier 2 and probationary teachers shall have no seniority.

Section 9. Seniority List: The School District shall prepare from its records a seniority list of continuing contract teachers which shall contain the seniority date, area(s) of licensure, and teaching experience with the School District by position. In the event of a tie, the signature, date and time on the individual employment contract will be used.

Subd. 1. The School District shall provide the Union with and distribute to all teachers a copy of the seniority list on or before November 15 of each school year.

a. If there is a concern about the seniority list placement, staff should contact Human Resources (HR). Concerns need to be brought to HR within 10 working days of its posting and if the concern is not addressed within 10 additional working days by HR, then a teacher may file a grievance.

b. In the absence of a grievance being filed within twenty-one (21) calendar days from the date of posting, the seniority list established

shall be conclusively deemed to be correct.

- c. Tier 3 and 4 teachers shall be placed on the seniority list upon completing their probationary period.

Section 10. **Effect:** This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers, as defined in Section 2., Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 11. **Procedure:** Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XV RETIREMENT

Section 1. **Retirement Notification**

Written notification to the school district of intent to retire must be received by the Superintendent no later than March 1st of the school year in which they are intending to retire. If needed, an extension may be granted by the Superintendent.

Section 2. **Insurance Benefits for Retirees**

Subd. 1. Teachers who reach the age of 55 and have taught in the district for a minimum of 10 years shall have the option to participate in the group's single medical insurance program until the retiree is eligible for Medicare. The School District shall contribute an amount per month toward the monthly premium cost of single medical insurance equal to the single contribution amount as noted in Article IX, Section 2., Employees hired after July 1, 2007 shall not be eligible for this benefit.

Subd. 2. Teachers who reach the age of 55 and have taught in the district for a minimum of 10 years shall have the option to participate in the group's family medical insurance program. The School District shall contribute an amount per month toward the monthly premium cost of family insurance equal to the single contribution amount as noted in Article IX, Section 2. The balance of the monthly insurance premium shall be paid in advance by the retiree. Employees hired after July 1, 2007 shall not be eligible for this benefit.

Subd. 3. Once the retiree reaches Medicare eligibility or upon death of the retiree, or when district contributions toward insurance premiums are exhausted, the retiree, and/or the spouse and dependents of the retiree may continue with

medical insurance under the School District plan as allowed by COBRA and Minnesota Statute 471.61. However, the retiree or spouse shall pay the full monthly insurance premium in advance for single or family coverage.

Section 3. Early Retirement Incentive: A teacher who became a TRA member prior to July 1, 1989, has been employed in the district a minimum of 15 years, and is within five years of qualifying for the Rule of Ninety benefit may choose to take up to a five (5) year extended leave “window to retirement” as provided by TRA policy covering Extended Leave. That is, a teacher may request an extended leave of absence for up to five years and would be allowed to retire at the end of any school year during the leave or in the year when the teacher qualifies for the Rule of Ninety. The School District will pay the district’s share of the TRA contribution during this leave. While on this leave, a teacher will receive insurance benefits in accordance with Article IX, Section 2.

The non-retiring teacher's share of TRA will be paid by the School District in accordance with MS 354.094, Subd. 1. This contribution to TRA will be based upon the salary recognized by TRA during the last year of employment.

While the teacher may retire during this leave, they are expected to retire at the conclusion of the leave. If the teacher chooses not to resign at the end of the leave and return to service, they must repay all contributions for TRA and insurance to the district as a pre-condition to being reinstated to active employment with the district.

Upon retirement the teacher is eligible for benefits as outlined in Article XV of the teachers’ contract if they qualify for such benefits.

Written notification to the school district of consideration to request this type of leave must be received by the Superintendent no later than February 1st of the school year in which they are requesting the leave with confirmation of intent by May 1st of the same year. If needed, an extension may be granted by the Superintendent.

ARTICLE XVI DURATION AND PLEDGE

Section 1. Term: This Master Agreement shall become effective upon full ratification (retroactive to July 1, 2023, unless provided otherwise herein and shall remain in full force and effect through June 30, 2025, and shall renew automatically, except as modified or terminated in accordance with the provisions of this Article.

Section 2. Effect of Master Agreement: Any and all prior Agreements, resolutions, practices, policies, rules, or regulations regarding the “terms and conditions of employment,” to the extent they are inconsistent with the provisions of this Agreement, are hereby superseded.

Section 3. Waiver: The Union and the School Board mutually acknowledge that, during the negotiations which resulted in this Agreement each had the opportunity to make demands and proposals regarding the “terms and conditions of employment” for teachers. All understandings and agreements arrived at by the Union and the School Board during their negotiations are fully and completely set forth in this Master

Agreement.

Section 4. **Procedures:** Between 60 and 120 calendar days prior to the expiration of this Agreement, either the School Board or the Union may serve a "Negotiations Notice" for the purpose of entering into a successor Agreement. The party giving notice on the other party of desire to modify this Agreement shall, within 30 calendar days, set forth proposed modifications sought by the party. Negotiations with respect to proposed modifications shall commence at any time after such proposed modifications have been given.

Section 5. **Power to Negotiate:** The School Board and Union mutually pledge that their representatives shall have the power and authority to make proposals, consider proposals, and make tentative agreements.

This section intentionally left blank

ENTERED INTO on this 12th day of February 2024 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives:

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

DocuSigned by:
Cheryl Jedonak 2/13/2024 | 3:37 PM PST
9F70170609CB4CA...

Chair
School Board

DocuSigned by:
Rhonda Mann 2/8/2024 | 2:00 PM CST
663A05609F74431...

President
Union

DocuSigned by:
Cheryl 2/13/2024 | 1:54 PM PST
57B3B5F4C1E94F7

Clerk
School Board

DocuSigned by:
Kara 2/8/2024 | 1:01 PM PST
ADEF0E257FE4400

Negotiations Chair
Union

Salary Schedule 2023-2024											
Performance Increment	1	2	3	4	5	6	7	8	9	10	11
STEP	BA	BA10	BA20	BA30	BA40	MA	MA10	MA20	MA30	MA40	PhD
(1)	43,277	43,943	45,052	46,051	48,242	48,872	49,487	50,729	51,966	53,211	56,211
(2)	44,575	45,260	46,403	47,331	50,501	51,126	51,737	52,983	54,228	55,476	58,476
(3)	45,912	46,619	47,796	49,134	52,761	53,387	54,007	55,250	56,495	57,726	60,726
(4)	47,289	48,017	49,304	51,171	55,132	55,758	56,374	57,617	58,899	60,111	63,111
(5)	48,708	49,458	51,109	53,200	57,500	58,130	58,748	59,993	61,237	62,483	65,483
(6)	50,170	50,942	52,919	55,238	59,888	60,513	61,116	62,364	63,604	65,012	68,012
(7)	51,675	52,747	54,948	57,383	62,483	63,110	63,725	64,960	66,363	67,765	70,765
(8)	51,675	52,747	57,095	59,529	65,252	65,876	66,485	67,887	69,291	70,690	73,690
(9)	51,675	52,747	57,095	64,271	71,169	71,798	72,565	73,964	75,364	76,769	79,769
(10)	51,675	52,747	57,095	64,271	74,547	75,176	75,952	77,337	78,745	81,439	84,439
(11)	55,175	56,247	60,595	67,771	78,047	78,676	79,452	80,837	82,245	84,939	87,939
(12)	55,175	56,247	60,595	67,771	78,047	78,676	79,452	80,837	82,245	84,939	87,939
(13)	55,175	56,247	60,595	67,771	78,047	78,676	79,452	80,837	82,245	84,939	87,939
(14)	55,175	56,247	60,595	67,771	78,047	78,676	79,452	80,837	82,245	84,939	87,939
(15)	58,675	59,747	64,095	71,271	81,547	82,176	82,952	84,337	85,745	88,439	91,439
(16)	58,675	59,747	64,095	71,271	81,547	82,176	82,952	84,337	85,745	88,439	91,439
(17)	58,675	59,747	64,095	71,271	81,547	82,176	82,952	84,337	85,745	88,439	91,439
(18)	58,675	59,747	64,095	71,271	81,547	82,176	82,952	84,337	85,745	88,439	91,439
(19)	58,675	59,747	64,095	71,271	81,547	82,176	82,952	84,337	85,745	88,439	91,439
(20)	61,375	62,447	66,795	73,971	84,247	84,876	85,652	87,037	88,445	91,139	94,139
(21)	61,375	62,447	66,795	73,971	84,247	84,876	85,652	87,037	88,445	91,139	94,139
(22)	61,375	62,447	66,795	73,971	84,247	84,876	85,652	87,037	88,445	91,139	94,139
(23)	61,375	62,447	66,795	73,971	84,247	84,876	85,652	87,037	88,445	91,139	94,139
(24)	62,375	63,447	67,795	74,971	85,247	85,876	86,652	88,037	89,445	92,139	95,139

PhD/ EdD lane is \$3,000 more than MA 40 Lane

Salary Schedule 2024-2025											
Performance Increment	1	2	3	4	5	6	7	8	9	10	11
STEP	BA	BA10	BA20	BA30	BA40	MA	MA10	MA20	MA30	MA40	PhD
(1)	45,008	45,700	46,854	47,893	50,172	50,827	51,467	52,758	54,045	55,340	58,340
(2)	46,358	47,071	48,259	49,224	52,521	53,172	53,807	55,102	56,397	57,695	60,695
(3)	47,749	48,484	49,708	51,100	54,871	55,522	56,167	57,460	58,755	60,035	63,035
(4)	49,181	49,937	51,276	53,218	57,337	57,989	58,629	59,921	61,255	62,515	65,515
(5)	50,656	51,436	53,154	55,328	59,800	60,455	61,098	62,393	63,686	64,982	67,982
(6)	52,177	52,980	55,035	57,448	62,284	62,933	63,561	64,858	66,148	67,612	70,612
(7)	53,742	54,857	57,146	59,678	64,982	65,635	66,273	67,558	69,018	70,475	73,475
(8)	53,742	54,857	59,378	61,910	67,863	68,511	69,144	70,603	72,062	73,518	76,518
(9)	53,742	54,857	59,378	66,842	74,016	74,670	75,467	76,923	78,378	79,840	82,840
(10)	53,742	54,857	59,378	66,842	77,529	78,183	78,990	80,431	81,895	84,696	87,696
(11)	57,242	58,357	62,878	70,342	81,029	81,683	82,490	83,931	85,395	88,196	91,196
(12)	57,242	58,357	62,878	70,342	81,029	81,683	82,490	83,931	85,395	88,196	91,196
(13)	57,242	58,357	62,878	70,342	81,029	81,683	82,490	83,931	85,395	88,196	91,196
(14)	57,242	58,357	62,878	70,342	81,029	81,683	82,490	83,931	85,395	88,196	91,196
(15)	60,742	61,857	66,378	73,842	84,529	85,183	85,990	87,431	88,895	91,696	94,696
(16)	60,742	61,857	66,378	73,842	84,529	85,183	85,990	87,431	88,895	91,696	94,696
(17)	60,742	61,857	66,378	73,842	84,529	85,183	85,990	87,431	88,895	91,696	94,696
(18)	60,742	61,857	66,378	73,842	84,529	85,183	85,990	87,431	88,895	91,696	94,696
(19)	60,742	61,857	66,378	73,842	84,529	85,183	85,990	87,431	88,895	91,696	94,696
(20)	63,442	64,557	69,078	76,542	87,229	87,883	88,690	90,131	91,595	94,396	97,396
(21)	63,442	64,557	69,078	76,542	87,229	87,883	88,690	90,131	91,595	94,396	97,396
(22)	63,442	64,557	69,078	76,542	87,229	87,883	88,690	90,131	91,595	94,396	97,396
(23)	63,442	64,557	69,078	76,542	87,229	87,883	88,690	90,131	91,595	94,396	97,396
(24)	64,442	65,557	70,078	77,542	88,229	88,883	89,690	91,131	92,595	95,396	98,396

PhD/ EdD lane is \$3,000 more than MA 40 Lane.

Schedule B- 2023-2025

Filling of Positions

Positions to be filled on the co-curricular schedule shall be posted for a minimum of one week prior to an appointment. Qualified staff will be given the first opportunity to apply for any open position. If the posting does not produce a qualified staff member, the School District may hire from outside the staff.

Athletic Assistant coaches are paid at a rate of 75% of the pay of the head coach and at the corresponding experience step for the assistant.

	A	B	C	D	E	F
	Head Basketball Coach	Head Baseball Coach	Musical Theatre Director	Head Coaches for Middle School Athletics	State/ National Competitive Club Advisor (BPA, DECA, Robotics, Debate, Chess etc.)	Class Advisor (Grade 11)
	Head Football Coach	Head Softball Coach	Yearbook	Performing Arts Technical Assistant	Centaur Council / Class Advisor (Grade 12)	National Honor Society Advisor
	Head Wrestling Coach	Head Soccer Coach	Band	Winter Weightlifting	Prom Advisor	Homecoming Advisor
		Head Track Coach	Choir	Head Drama	Teacher Leader	
		Head Volleyball Coach	Dance	Head Cheer Coach	One Act	
		Competitive Dance		Musical Theater Assistant		
		Head Tennis Coach				
		Head Cross Country Coach				
Step 1	6461	5487	4553	3160	1903	1578
Step 2	6542	5568	4634	3241	1984	1659
Step 3	6623	5649	4715	3322	2065	1740
Step 4	6704	5730	4796	3403	2146	1821
Step 5	6785	5811	4877	3484	2227	1902
Service Award 6+ years	100	100	100	100	100	100

Stipends

Class Advisor (Up to Grade 10)	\$370/year.	Elementary Music Concert	\$200 per program
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+21st century club advisors and targeted services positions are paid at an hourly rate and are not a part of schedule B.

SCHEDULE C

2023-2025

Homebound and Tutoring	\$27.00
Lunchroom Supervisor High School	\$22.00
Licensed Staff Sub Teaching (within school)	\$40.00
Saturday School Teacher	\$29.00
Saturday School/ Summer Coordinator	\$40.00
Summer School Teacher/Summer Library	\$36.00
Class Trip	\$89.00/night
Professional Development Participant	\$28.00
Professional Development Leader	\$32.00
Chaperones for Jr. High Dances	\$36.00 per chap. per dance
Chaperones for Sr. High Dances	\$52.00 per chap. per dance

(Hourly compensation unless otherwise stated)

APPENDIX A: LEAVES REFERENCE CHART

Pg	Ref. No.	Type of Leave	Annual Use Allowed	Can Leave be Accrued?	From Where is Leave Time Deducted?	Purpose of Leave	Is Additional Leave Available?
21	Art. X Sec. 1	Sick Leave	Up to the number of accumulated sick leave hours (93 hours earned each year)	Yes – unused sick leave accumulates	Sick Leave	For personal or dependent child illness, injury or disability or absences specifically established by this article	Yes - School Board may grant additional days M.S. 122A.40
21	Art. X Sec. 1	Earned Sick and Safe Leave	Up to the number of leave hours accumulated 48 in the first year 80 hours thereafter	Yes up to 80 hours	Sick Leave	For personal or family illness, injury or disability or absences specifically identified in Minnesota Statute	No
23	Art. X Sec. 2	Bereavement Leave	Five (5) days	No	Sick leave. No deduct for mother, father, spouse/life partner, sibling, child, foster child, grandparent, in-laws for previous family members	Arrangements of attend funeral of family as defined in Article X, Sec. 3, Subd. 1. One (1) of the five may be for a friend	Yes - At the discretion of the Superintendent
23	Art. X Sec. 3	Emergency Leave	One (1) day	No	Sick leave	Personal business which cannot be performed outside the duty day or a personal emergency	No
24	Art. X Sec. 4	Professional Leave	As approved by Superintendent	No	No deduct	Professional Development	N/A
24	Art. X Sec. 5	Jury Duty & Subpoenas	As required	No	Paid the difference between the teacher's daily pay and jury duty or witness fees, excluding mileage and expenses	To fulfill civic duty	N/A
24	Art. X Sec. 6	Injury on Duty	As needed	No	Dependent on circumstances of the injury	To support teacher if injured on duty	No
25	Art. X Sec. 7	Absence Without Pay	Seven (7) days	No	No deduct	Approval at the sole discretion of the Superintendent	No
25	Art. X Sec. 8	Personal Leave	Three (3) days	Two unused days may carry over to the next year. Accumulation to a maximum of five (5) days.	Sick Leave	Personal business without stating the reason	No

Pg	Ref. No.	Type of Leave	Annual Use Allowed	Can Leave be Accrued?	From Where is Leave Time Deducted?	Purpose of Leave	Is Additional Leave Available?
26	Art. X Sec. 9	Sabbatical Leave	One (1) year after teaching seven (7) years in district	Up to two years	Special salary arrangements per Article X, Sec. 10, Subd. 1	For advancement professionally - approved by the School Board	No
28	Art. X Sec. 10	Pregnancy/ Maternity, and Child Care Leaves	As required in accordance with Sick Leave and Long Term Disability	No	Sick Leave	Recovery from disability caused or contributed to by pregnancy, childbirth or related medical condition	Yes
28	Art. X Sec. 10	Parental Leave	Ten (10) days at the time of birth	No	Sick Leave	Care of spouse and child/ children	Yes
28	Art. X Sec. 10	Adoption Leave	Thirty (30) days	No	Sick Leave	Preparation and legal reasons, necessary travel and initial adjustments	No
28	Art. X Sec. 10	Childcare Leave	Twelve (12) Months	N/A	Unpaid Time	Care of child/ children	Yes - School Board may grant additional time
28	Art. Sec. 11	Military Leave	Pursuant to applicable State and Federal laws	N/A	Unpaid time	Any teacher drafted or enlisted in military service	No
29	Art. X Sec. 12	Union Leave	Not specified	No	Unpaid time	For teachers who are elected or appointed to a full-time position with Union or one of its affiliates	No
29	Art. X Sec. 13	Unpaid Leave of Absence	One (1) year	No	Unpaid time	Upon written request at the sole discretion of the School Board	Yes - School Board may grant additional days
29	Art. X Sec. 14	Continuation of Insurance	Teachers on approved leave of absence established by Section 11, Subd. Sections 13,14,16	N/A	N/A	Participation in group insurance plans identified in Article IX, by paying full monthly insurance premiums in advance each month	N/A
29	Art. X Sec. 15	Extended Leave of Absence	At least three (3) years but not more than five (5) years	No	Unpaid time	Written application to School Board by Feb. 1 for subsequent year. Exceptions considered case by case.	No

**Memorandum of Understanding Between
Education Minnesota Brooklyn Center and
Independent School District #286**

QUALITY COMPENSATION AGREEMENT

Education Minnesota Brooklyn Center and Independent School District #286 have agreed to implement an annual compensation system. The specific details are addressed in the Q-Comp Plan. This MOU represents consensus between ISD #286 and Education Minnesota Brooklyn Center.

It is agreed between ISD #286 and Education Minnesota Brooklyn Center that for the life of this agreement, the Q-Comp Plan will serve as accepted contract language.

If, at any time, the financial support for this Q-Comp plan, funding that exists outside the general fund of Brooklyn Center, were to be withdrawn in part or in total this portion of the Master Agreement shall become null and void, unless otherwise agreed upon by the parties.

The Q-Comp plan will be reviewed at the end of each school year. This agreement will become null and void, unless otherwise agreed upon by the parties.

The following regulations will govern the implementation and management of the Brooklyn Center Q-Comp Plan.

COMPONENTS OF BROOKLYN CENTER'S Q-COMP PLAN

Performance Bonus:

An incentive paid to teachers from Q-Comp dollars per FTE upon evidence of satisfactory student achievement gains at the classroom (IGDP), PLC team goal, site reading and math goals as well as summative teacher performance that meets minimum required standards on the district rubrics as outlined in the Q-Comp plan.

Performance Increment:

A salary increase negotiated within the "Master Agreement" and awarded as of the first duty day of the school year, based on previous on-time submission of an Individual Growth Development Plan and its results, participation in a Professional Learning Community throughout the school year, and reach the minimum required standards on the summative performance rubric in the Q-Comp plan.

Q-Comp Advisory Board:

The oversight committee of the Q-Comp Plan will be called the Q-Comp Advisory Board. It will consist of 4 licensed staff (2 primary and 2 secondary) as chosen by the district hiring (Q Comp plan stated) process, 1 licensed administrator, 1 school board member, and 1 EMBC Executive board member and will be established to recognize, support and reinforce effective teaching through the Q-Comp Plan. Service on the Advisory Board will be a two year commitment.

The Advisory Board will meet monthly, at minimum, throughout the school year and will participate in the Q-Comp program annual review process.

Appeals Process:

The district appeal process is in place to ensure that licensed staff experience an equitable and transparent process which handles performance evaluation appeals consistently, objectively and efficiently while maintaining high standards for licensed staff performance. It is vital that the interests and well-being of licensed staff as well as students are properly safeguarded. The district also realizes that there is a need for sound evidence and procedural fairness.

A performance appeal made to the Quality Compensation (Q Comp) Appeals Committee is a formal request by a licensed staff member for the review of a decision affecting his or her Q Comp performance bonus payout and base salary increase. You must be able to show why the decision you are appealing against does not represent your true overall performance. Ideally, it is recommended that your concern be shared first with your assigned administrator. The appeal needs to be submitted within ten business days of your notification of your summative score. An appeal based on a subjective scoring decision will not be considered.

An appeal can be made for the following technical reasons:

- Where there may have been procedural, organizational, or other irregularities in the process of an evaluation or supervision that may have had an adverse effect on performance progress.
- A decision by administration regarding the performance rubric believed to be incorrect, not in terms of judgment.

PROCESS:

1. Email or submit a hard copy Quality Compensation Appeal Form to the district Human Resources Director.
2. Within ten business days of receiving the statement, the Education Minnesota Brooklyn Center Q Comp representative (EMBCQC) will schedule a meeting with you to discuss the situation.
3. At that meeting, provide the following information:
 - A. Reason for your appeal.
 - B. Documentation of the discrepancies of your performance and the rubric rating assigned to you by the administrator.

C. Documentation of directives given by administration regarding improving your performance.

D. Documentation of related conditions and situations.

4. The EMBCQC will submit the information to the Appeals Committee to determine if the appeal proceeds with merit or if the appeal is denied. This decision will occur within ten business days. The Appeals Committee consists of two administration representatives (not from your site), the EMBCQC, and one licensed staff member of the Q Comp Advisory Board (not from your site), all appointed by the Q Comp Advisory Board.

5. If the appeal is to proceed, the EMBCQC will schedule a meeting to be held within ten business days for you to present your appeal to the Appeals Committee.

6. You will be given 15 minutes to present your appeal and then your administrator/s will be given 15 minutes to address the situation. Time will be provided for questions from the Appeals Committee. A secret ballot decision will be by majority vote. Agreement is reached with a minimum of three out of four votes. In the situation of a tie, the appeal returns to the Q Comp Advisory Board for further discussion and then returns to the Appeal Committee for a second vote.

7. You will be notified by the EMBCQC of the Appeal Committee's decision, in writing, within three business days of the meeting. The Appeals Committee may vote in favor of the appeal, vote to deny the appeal, or recommend another course for resolution. The Appeals Committee decision will be final.

Note: Should it be necessary due to an appeal with a complexity of issues or that persons involved are unavailable to participate as necessary, the timeline may be adapted. You will be notified and consulted for mutual agreement in such a situation.

Withdrawal Clause:

Either Independent School District #286 or Education Minnesota Brooklyn Center has the right to withdraw from Q- Comp on an annual basis.

Budget Management:

It is understood that the total allocation of Q-Comp dollars from the state fluctuate annually based on the language contained in Minnesota Statute and the total number of students enrolled in Brooklyn Center Schools.

An annual Q-Comp budget is established collaboratively by district leadership and the Q-Comp coordinator. The budget is approved by the Q-Comp advisory board annually.

Teacher Leaders:

- Q-Comp Coordinator
- Instructional Coaches
- PLC Facilitator
- Q-Comp Advisory Board Member

Q-Comp dollars will support the employment and/ or stipend of the teacher leaders listed above. The responsibilities, skills and qualifications for the teacher leaders will be outlined on

the official posting. Postings will be internal first, but may be posted externally if necessary. Teacher leaders will be paid at rates defined in the Master Agreement and/or the annual Q-Comp plan.

When a teacher leader term expires the teacher will assume his/her previous assignment if the assignment exists. The teacher may also re-apply for the leadership position at the end of his/her term if he/she has not already served two terms in his/her current position. If a qualified candidate cannot be hired, a person having served two terms may be placed in the role for a period of one additional year.

Q-Comp Coordinator:

Responsibilities:

- Serve for a 3-year commitment and a maximum of two terms
- Collaborate with the Executive Director of Teaching and Curriculum
- Implement and coordinate all component requirements of the Q Comp plan
- Oversee Q Comp budget and planning with Executive Director of Teaching and Learning
- Facilitate Q Comp Department meetings
- Attend Q Comp Advisory Board meetings
- Oversee the work of the Q Comp instructional coaches
- Attend assigned Professional Learning Community meetings
- Coordinate training for Q Comp teacher leader positions
- Collaboratively monitor Professional Learning Communities with site administration
- Compose and distribute related communication to licensed staff, building site administration, Q Comp Advisory Board, and district administration
- Update District Q Comp web page
- Communicate with Minnesota Department of Education Q Comp representative
- Utilize related district and site data collection forms, collect data, and analyze data
- Maintain accurate related planning, informational, and financial records
- Demonstrate exemplary teaching, leadership, mentoring, feedback, and guidance to staff
- Provide professional development to licensed staff for completion of the IGDP process
- Coordinate with administration regarding professional development for licensed staff
- Present professional development for licensed staff as needed
- Collaborate with district and building site administration for staff development needs
- Monitor observation process components
- Utilize in-depth knowledge of CEL 5D+ rubrics and alternative licensed rubrics
- Schedule and conduct assigned observation cycles
- Utilize Cognitive Coaching skills and content focused coaching
- Schedule and cover licensed staff's classroom as needed for observation process meetings
- Model effective teaching practices as needed

- Assist, as assigned, as a resource licensed staff intensive support plans
- Identify research and evidence-based practice resources and/or support
- Support building site administration with curriculum structures and climate
- Participate in district and building site committees as assigned
- Attend professional development trainings as assigned

Skills:

- Inter-disciplinary content knowledge
- Understanding of curriculum development, implementation, and assessment
- Ability to recognize appropriate needs for providing resources and/or support Ability to work creatively and collaboratively with staff
- Mediation of thinking
- Nonjudgmental frame of reference in coaching situations Small and large group presentation abilities
- Effective verbal and communication skills Vocabulary that enriches conversation High confidentiality standards
- Ability to influence student-centered mindsets Problem solving capabilities
- Genuine care and respect for staff and students Self-direction
- Technology integration
- Time-management efficiency

Qualifications:

- District continuing contract licensed staff
- Preferred Cognitive Coaching® training, or similar training Preferred Master's Degree and extensive teaching experience

Instructional Coaches:

Responsibilities:

- Serve for a 3-year commitment and a maximum of two terms
- Report to the Q Comp Coordinator
- Demonstrate exemplary teaching, leadership, mentoring, feedback, and guidance to licensed staff
- Utilize Cognitive Coaching skills and content focused coaching
- Familiarize self with Q Comp district plan
- Familiarize self with licensed staff's IGDPs and professional growth areas
- Utilize in-depth knowledge of CEL 5D+ rubrics and alternative licensed rubrics

- Maintain accurate related, planning, informational, and financial records
- Team with the district Q Comp staff
- Attend Q Comp Board meetings
- Attend assigned PLC meetings
- Schedule and facilitate assigned observation cycles (pre-, observation, post-)
- Schedule and facilitate problem solving coaching sessions as needed
- Utilize district and site data collection forms, collect data, and analyze data
- Schedule and cover licensed staff's classroom as needed for observation process meetings
- Plan a schedule of on-going observations and informal feedback for licensed staff
- Model effective teaching practices as needed
- Consult with administration regarding resource needs for new licensed staff
- Plan and present professional development activities, as needed, per Q Comp Coordinator
- Provide specific instructional support to new-hire licensed staff, as recommended by administration
- Provide specific instructional support to year two and year three licensed staff
- Assist, as assigned, as a resource licensed staff intensive support plans
- Identify research and evidence-based practice resources and/or support
- Support building site administration with curriculum structures and climate
- Participate in assigned district and site committees
- Attend professional development trainings as assigned

Skills:

- Nonjudgmental frame of reference in coaching situations Mediation of thinking
- Inter-disciplinary content knowledge
- Vocabulary that enriches conversation High confidentiality standards
- Ability to recognize appropriate needs for providing resources and/or support Ability to work creatively and collaboratively with staff
- Ability to influence student-centered mindsets Problem solving capabilities
- Genuine care and respect for staff Self-direction
- Time-management efficiency

Qualifications:

- District continuing contract licensed staff
- Preferred Cognitive Coaching® training, or similar training Preferred Master's Degree and extensive teaching experience

PLC Facilitators:

Responsibilities:

- Serve for a one-year commitment
- Report to Q Comp Coordinator and Site Principal
- Facilitate PLC meetings
- Record notes in Google Doc for all PLC meetings with access given to District Q Comp Coordinator, which include: attendance, salient discussion points, decisions made, next steps, person(s) responsible for next steps, and timeline
- Attend PLC facilitator training
- Complete job performance self-reflection rubric and share with Q Comp Coordinator and Site Principal prior to the year-end post- inquiry conference

Skills:

- Ability to plan, guide, and manage group processes
- Group-based problem solving and decision making techniques Motivational abilities
- Objectivity

Qualifications:

- District continuing contract licensed staff Demonstrated teaching proficiency

Q-Comp Advisory Board Members

Responsibilities:

- Serve for a two-year commitment
- Report to Q Comp Executive Board assigned member and Superintendent
- Oversee the Q Comp program processes
- Attend monthly Q Comp meetings
- Participate in Q Comp Advisory Board decision making processes
- Participate in Q Comp program annual review process
- Participate in collaborative hiring process with district administration of Q Comp salaried teacher leader positions, including posting of positions and conducting interviews
- Provide feedback on Q Comp teacher leader salaried positions to be included in annual performance review by administration
- Address licensed staff appeals related to the MOU

Skills:

- Collaborative representation Strategic thinking

Qualifications:

- District continuing contract licensed staff Demonstrated teaching proficiency

Q-COMP PLAN FOR BROOKLYN CENTER:

Alternative Professional Pay:

- Step advancement as outlined in the master agreement.
- Successful observation-cycle summative stipend
- Student achievement stipend(s)
- PLC Facilitator stipend
- Q-Comp Advisory Board stipend

Stipends are not an addition to the base pay and are not permanent. It will be awarded as outlined in the Master Agreement and Q-Comp plan.

Evaluation/Observation:

The observation evaluation cycle is determined annually by Administration, the Teacher Evaluation Team and Q-Comp representation.

ENTERED INTO on this 12th day of February 2024 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives:

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

DocuSigned by:
Cheryl Jackson 2/13/2024 | 3:38 PM PST
9F70170609CB4CA

DocuSigned by:
Rhonda Johnson 2/13/2024 | 10:34 AM CST
6C3AC5C09F74431

Chair
School Board

President
Union

DocuSigned by:
Christy 2/13/2024 | 1:53 PM PST
57B3B5F4C1E94F7

DocuSigned by:
Keith 2/7/2024 | 1:18 PM PST
ADEFDE257EE14CB

Clerk
School Board

Negotiations Chair
Union

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement (“MOA”) are Independent School District No. 286, Brooklyn Center” (District”), and Education Minnesota Brooklyn Center (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”), which governs the negotiated terms and conditions of employment for all licensed “teachers,” as defined by Minnesota Statutes Chapter 179A.03, who are employed by the District;

WHEREAS, the District posts open teacher positions and actively works to hire teachers to fill open positions, but has been unable to hire qualified teachers for all open position, which has resulted in understaffing;

WHEREAS, the Union and the District recognize that there is a shortage of qualified teachers and that the District needs to have flexibility to place qualified individuals in teaching roles to best serve the District’s students and to meet its obligations under state and federal law; and

WHEREAS, the District and the Union have discussed the District’s need to contract with a third-party private or public entity (“outside agency”) to obtain the services of qualified employees for open teacher positions and are entering into this MOA to ensure that no misunderstandings arise.

NOW, THEREFORE, the District and the Union agree as follows:

1. **Right to Contract.** The parties agree that the District may contract with outside agencies to obtain the services of qualified employees (“agency employees”) for open teacher positions during the 2022-2023 and the 2023-2024 school years. The District may contract with outside agencies for the services of agency employees if the District has advertised for an open teacher position for 30 consecutive work days and no qualified and acceptable candidates have applied for and accepted the position.
2. **Employment Status.** For all purposes and at all times, all agency employees who are assigned to the District by an outside agency will be considered to be an employee of the outside agency and not an employee of the District. As a result, the District will not pay the agency employee directly; the CBA between the Union and the District will not apply to the agency employee; the agency employee will not be a “public employee” or a member of the bargaining unit; and the agency employee will not acquire any seniority rights, continuing contract rights, or other employment rights in the District.

3. **Continued Posting.** The District agrees that it will keep open Union bargaining unit positions posted until filled by a District teacher. The parties agree that the District retains discretion to determine the qualification and acceptability of teachers hired into open positions.
4. **No Precedent.** The MOA is separate from, and not a part of, the CBA. Nothing in this MOA may be deemed to establish a precedent or practice arising out of or relating to the CBA between the District and the Union. This MOA does not decrease any rights the District would have in the absence of this MOA. It also does not constitute a waiver by the Union to challenge assignments of bargaining unit work that it believes violates the CBA or applicable law.
5. **Exclusive Representative Rights.** The Exclusive Representative does not waive and expressly reserves its rights to challenge any and all School District assignments of bargaining unit work under any future circumstances that the Exclusive Representative alleges to violate the CBA or any applicable law. Nothing in the MOU may be deemed to establish an interpretation of the CBA, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the CBA.
6. **Entire Agreement.** This MOA constitutes the entire agreement relating to the District's right to contract with outside agencies to obtain the services of agency employees to fill open teacher positions. No party has relied upon any statements or promises that are not set forth in this document. This MOA controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by both parties.

Date: 10/2/2023 | 4:11 AM CDT

DocuSigned by:
Rhonda Johnson Mann
6C3AC5C00F74431
Union President

Date: 10/9/2023

Cheryl Johnson
School Board Chair

Date: 10/09/2023

Aubrey Johnson Sommer
School Board Clerk

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement (“MOA”) are Independent School District No. 286, Brooklyn Center” (District”), and Education Minnesota Brooklyn Center (“Union”).

WHEREAS, the Union and the School District wish to acknowledge the additional workload of teachers when the class size exceeds the District target maximum class size limits at the Elementary School, Middle School and High School, hereafter referred to as a Class Size Overload;

WHEREAS, the Union and the District wish to pilot a fair and equitable compensation solution which recognizes this additional work;

NOW, THEREFORE, the Union and the School District agree as follows:

1. A teacher whose schedule contains a section that exceeds the class sizes referred to in the table below will be compensated at the additional hours indicated in the table for that semester. Such compensation will be at the teacher’s current prorated hourly rate of pay.
2. The current practice to maintain balanced class sizes will continue.
3. The ratios indicated in the table below do not apply to the band, choir, orchestra, or any online** classes.
4. This Memorandum of Agreement is effective July 1, 2024 and shall expire on June 30, 2025. It shall have no force or effect thereafter, unless so agreed, in writing by the Union and the School District.
5. This MOA does not constitute a past practice, nor does it set a precedent.

Grade Level	District Target Maximum Class Size	Additional Hours per Semester
Pre-K*	20	8
K	24	8
1	25	8
2	25	8

3	28	8
4	28	8
5	25	8
6	34	2 hour per section
7	34	1 hour per section
8	34	1 hour per section
9	35	1 hour per section
10	35	1 hour per section
11	35	1 hour per section
12	35	1 hour per section
Elem. Specialist	Follow Elem. Grade Level	Follow Elem. Grade Level
Secondary Specialist	Follow Sec. Grade Level	Follow Sec. Grade Level

**Pre-Kindergarten classes must comply with the group size set by the State of Minnesota*

*** Online classes follow the language in the BCCS Online Teacher Article XI Section 4*

ENTERED INTO on this 12th day of February 2024 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives:

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

DocuSigned by:
Cheryl Jackson 2/13/2024 | 3:36 PM PST
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Chair
School Board

DocuSigned by:
Rhonda Mann 2/8/2024 | 3:18 PM CST
6C3AC5C09F74431

President
Union

DocuSigned by:
Amberly 2/13/2024 | 1:52 PM PST
57B3B5E4C1E94E7

Clerk
School Board

DocuSigned by:
Karen 2/8/2024 | 1:01 PM PST
ADEFDE257EE14CB

Negotiations Chair
Union