

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 278

Independence-Long Lake-Maple Plain-Minnetonka Beach-Orono

and

Orono Education Association

effective

JULY 1, 2023 THROUGH JUNE 30, 2025



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This Master Agreement is made and entered into by and between Independent School District 278, Hennepin County, Minnesota, hereinafter referred to as the “School District,” and the Orono Education Association, hereinafter referred to as the “Association,” pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the “PELRA,” to provide the terms and conditions of employment for teachers during the term of this Agreement.

ARTICLE I

DEFINITIONS

Section 1.0 PELRA: The abbreviation, “PELRA” shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 1.1 Terms and Conditions of Employment: The term, “terms and conditions of employment,” shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired teachers or severance pay, and the School District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District.

Section 1.2 Teacher: The word, “teacher,” shall mean all persons included in the appropriate unit employed by the School District in a position for which the person must be licensed by the PELSB or Minnesota Department of Education, or are otherwise defined as teachers in MN Statutes 179.03; but shall not include Superintendent, assistant superintendent, principals and assistant principals, or supervisory or confidential employees, employed by the school district.

Section 1.3 Meet and Confer: The Board or a committee thereof, which may include its representative, shall meet and confer with the Association which may include its representative in accordance with the PELRA.

Section 1.4 Board Policies: The term, “Board policies” shall mean those policies as set forth in the official “Board Policies Manual.”

Section 1.5 Days: Unless otherwise indicated, the word, “days,” shall be defined as all weekdays, Monday through Friday, not designated as holidays by State law. In computing any period of time prescribed or allowed by procedures in this Agreement, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Section 1.6 Board: The word, “Board,” shall mean the Board of Education of Orono Independent School District 278.

Section 1.7 School District: For purposes of administering this Agreement, the term, “School District,” shall mean the Board or its designated representative(s).

Section 1.8 Association: The word, “Association,” shall mean the Orono Education Association.

Section 1.9, Other Terms: Terms not defined in the Master Agreement shall have those meaning as defined by the PELRA.

ARTICLE II

RECOGNITION, DUES CHECKOFF, AND OTHER TEACHER RIGHTS

Section 2.1 Recognition: In accordance with the PELRA, the School District recognizes the Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Master Agreement. The Association shall represent all the teachers as defined in this Master Agreement and in the PELRA.

Section 2.2 Dues Checkoff: The Association shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Association in 16 installments during the period provided in said authorization. Members may opt out of paying union dues by notifying the Association Membership Coordinator by email or in writing no later than October 15.

Section 2.3 Right to Views: Nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and/or does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2.4 Right to Join: Pursuant to the PELRA, teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in the appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating those areas specified by the PELRA for such teachers.

Section 2.5 Teachers' Personnel Files: All evaluations and files relating to each individual teacher shall be available, according to MS 122A.40, Subd. 19, by appointment. The teacher may request approval from his/her primary supervisor to place significant items in the teacher's file maintained by the Executive Director of Human Resources. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the files written information in response to any material contained in them; provided, however, the School District may destroy such files as provided by law. After an item has been in the file three (3) years, a teacher may appeal to the Superintendent to have that item removed. The Superintendent will review each request on a case-by-case basis and reach a decision. No decision with respect to these requests will be precedent setting.

Section 2.6 Access to Worksites: Representatives of the Association shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Such visits shall not interrupt normal work responsibilities.

The Association may use school facilities and equipment, including word processors, duplicating equipment, calculating machines, and all types of audio/visual equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

The Association may post notices of activities and matters of Union concern on designated staff bulletin boards. The Association may use school intra-district mail service and mailboxes for communication to members.

ARTICLE III

SCHOOL DISTRICT RIGHTS

Section 3.1 Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

Section 3.2 Board Responsibilities: The Association recognizes the right and obligation of the 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 the students of the School District.

Section 3.3 Effect of Rules, Regulations, Directives, and Orders: The Association recognizes that all teachers covered by this Master Agreement shall perform the teaching and non-teaching services prescribed by the Board or its designee and shall be governed by rules, regulations, directives, and orders of the School District, issued by properly designated officials of the School District. The Association also recognizes the right, obligation, and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time as deemed necessary by the Board insofar as such rules, regulations, directives, and orders, are not inconsistent with the terms of this Master Agreement. Any provisions of this Master Agreement found to be in violation of any such rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3.4 Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Master Agreement are reserved to the School District.

ARTICLE IV

TEACHER DUTIES

Section 4.1 Teacher Duties: The teacher agrees to perform faithfully all the duties of a teacher in the School District, to follow the curriculum as approved by the Board, and to observe all policies, rules, and regulations of the School District, to attend and participate in the institutes, conferences, teacher meetings and other educational functions that may be provided for the teachers of the School District, to use and accurately keep all registers and forms placed in the teacher's custody by the School District, to make all reports required by the School District and/or the laws of Minnesota and to devote full time and energy to his/her teaching duties. The teacher agrees to acquaint herself/himself with the rules and regulations as set forth in the "Board Policies Manual" and to abide by the same. All present Board policies binding upon teachers shall be included in this manual. Copies of the "Board Policies Manual" shall be available online in the School District Intranet.

The supervisory duty system used will be communicated in writing to the teachers in each building by the appropriate building principal.

Section 4.2 Physical Examinations: A physical examination, at the School District's expense can be requested by the School District if it feels that the teacher's health is interfering with his/her job performance. All teachers shall also take such tests and provide such reports as to their health as are required by statutes, rules or regulations promulgated by the State of Minnesota or any agency or department of the State.

Section 4.3 Teacher Duty Days: The Board shall establish the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the Board, including those legal holidays on which the Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. Each teacher will have 184 duty days. Teachers new to the School District, only during their first complete year in the School District will have 185 duty days. Any changes in the school calendar will be done in accordance with established meet and confer procedures. The School District recognizes the right of the Association to meet and confer regarding the number of teacher duty days and their placement on the school calendar.

Section 4.4 Counselor's Duty Days: Due to the nature of a counselor's work, the School District may require a counselor's employment to extend beyond the regular teacher's duty days as established in Section 4.3. Any additional time will be pro-rated on the annual contract salary as set forth in APPENDIX A.

Section 4.5 Reporting Unavailability for Work: Teachers shall be informed of a telephone number or website they must call or access before 6:30 A.M. on days school is in session to report unavailability for work. On workshop, conference or other non-session duty days, the teacher must call his/her supervising principal's office before 8:00 A.M. Once a teacher has reported unavailability, the School District or sub service shall be responsible to arrange for a substitute teacher.

Section 4.6 Emergency School Closing: School days and teacher duty days canceled due to energy shortages, severe weather or any other emergency may be rescheduled at the discretion of the School District, and teachers shall perform services on such rescheduled days. The rescheduling of canceled days may include adjustments in the length of the work day (e.g., to allow a 4-day work week of longer work days), provided that the total weekly hours required of a teacher shall not be increased. The School District shall make efforts to reschedule canceled days prior to the last regularly scheduled work day for the school year. The School District recognizes the right of the Association to meet and confer regarding the rescheduling of days and changes in the length of the work day. When the schools are closed to students for any of the above reasons, teachers shall not be required to report for duty.

Section 4.7 Preparation Time: The daily preparation time for an elementary school teacher must be comparable (proportional) to that provided secondary teachers in the School District within the student contact day. The preparation time may be scheduled during one (1) or two (2) uninterrupted time periods during the student contact day. By a teacher's mutual written agreement, with his/her supervising principal, a variation of this daily provision may be made.

Section 4.8 Normal Duty Day: A full-time teacher's normal duty day, inclusive of lunch as determined by the supervising principal, shall be eight (8) hours.

Section 4.9 Special Education Duty Days: Due to the nature of a special education professional's work, the School District may require a special education professional's employment to extend beyond the regular teacher's duty days as established in Section 4.3. Additional due process work time shall either be included in the regular schedule, available through release times, or both as deemed necessary. Additional time must be pre-approved by the Director of Special Education and will be pro-rated on the annual contract salary set forth in APPENDIX A.

Section 4.10 Asynchronous Professional Duty Days: The District shall designate one (1) teacher non-student contact calendar day near the end of the first semester grading period as an Asynchronous Professional Duty Day. Teachers may perform work on site or remotely during designated Asynchronous Professional Duty Days, but must be accessible to administration at all times during regular work hours. Teachers may work independently, engage in in-person collaboration, or interface through technology-based platforms, as necessary. The District maintains exclusive managerial right to establish expectations for work products and objectives during this time.

An additional two (2) hours shall be reserved for asynchronous work and grading purposes on each of two (2) regular Professional Days, which occur on the calendar near the end of grading periods.

ARTICLE V

TEACHER COMPENSATION

Section 5.1 Basic Salary Schedules: All basic salaries of teachers covered by this Agreement are set forth in APPENDIX A and APPENDIX B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods. The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event that a successor Agreement is not entered into prior to the expiration date of this Agreement, step increments will be paid at the time the new Agreement is executed or by the end of the fiscal year, whichever is earlier. Teachers earning a lane change in either year will be compensated as outlined in Section 5.17 of this article. In the event that Agreement negotiations extend into the second year, the first year increments will continue to be paid with the second year increments payable when the new Agreement is executed or by the end of the fiscal year, whichever is earlier.

Section 5.2 Withholding of Salary by School District:

a) Extension. Time limits specified in this Agreement may be extended by mutual written agreement.

b) Time Limits. Time limits established in Section 5.2, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

c) Filing and Postmark. The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period. All such mail must be delivered as certified or registered mail.

d) Inadequate Performance. The School District may withhold step increments and lane changes, or any portion of them, or any other salary increases for inadequate performance. Evaluation of a teacher's effectiveness shall be made in consideration of both his/her own experience and preparation and the abilities and backgrounds of his/her pupils. General criteria for judging whether or not performance meets minimum standards shall include the following seven (7) major performance areas: professional preparedness and growth, planning, teacher-learning process, organization and control, logistics and physical environment, use of resources, and student evaluation. Principals, prior to recommending salary withholding under this section, shall present documented evidence of having held a minimum of two (2) counseling sessions with the affected teacher, document the deficiencies on a prescribed form, and give suggestions for improvement. A copy of his/her evaluation form may be requested at any time by the affected teacher. Any action withholding a salary increase shall be subject to the grievance procedures, including arbitration. Prior to initiating the withholding of increases in compensation, the School District shall adhere to the following procedures:

1. notify the teacher that deficiencies exist which, if not corrected, could lead to the withholding action.
2. explain fully and completely the deficiencies and proffer suggested corrections.

3. offer administrative assistance in correcting the specified deficiencies.
4. provide reasonable time for correction of the deficiencies.

e) Suspension for Misconduct or Other Good and Sufficient Reason. A teacher may be suspended without pay for misconduct or good and sufficient reason. "Good and sufficient reason" shall mean action by the Superintendent or his or her designee, following an investigation and recommendation by the investigator. Suspension with pay may occur during the investigation period. Any such suspension is subject to the grievance procedure. Suspension shall take effect upon the teacher's receipt of written notification from the Superintendent to the teacher, stating the grounds for suspension together with a statement that the teacher may within five (5) days after receipt of such notification make a written request for a hearing as provided in this Agreement. If no hearing is requested within such five (5) day period, the teacher shall be deemed to have acquiesced to the suspension.

If the teacher requests a hearing within the five (5) day period, the hearing shall take place within ten (10) days after receipt of the request for hearing. At the option of the Board, the hearing may be by a committee or a designated representative(s) of the Board. The teacher shall be notified of the date, time, and place of the hearing, and the Board shall issue its decision within ten (10) days after the conclusion of the hearing. The Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated for any salary loss during the period of the suspension not affirmed by the Board.

The decision of the Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the Superintendent within five (5) days after receipt of the Board's decision.

Section 5.3 Step Advancement: The following provisions will govern step advancement for all teachers other than shared-time teachers:

a) Full-Time Teacher. A full-time teacher may advance one (1) step for each full school year of employment, "full year" defined as 75% or more of full-time service in the preceding school year, until the top numerical step (non-career) of his/her training lane has been attained. Increment step changes for full-time teachers may be recognized on the salary schedule once annually at the beginning of each school year.

b) Part-Time Teachers. Salaries of part-time teachers will be pro-rated. Step advancement for part-time teachers, defined as less than 75%, will occur as follows: the pro-rata percentage of service will be accrued on a continuous basis. In the year following the point at which the accrual is at 50% or higher, the teacher will advance one full step. Increment step changes for part-time teachers will be recognized on the salary schedule once annually at the beginning of each school year. Part-time teachers will advance one step on the salary schedule each year that the sum of their cumulative service passes .5, 1.5, 2.5, etc.

c) Shared Time Teachers. These step advancement provisions shall not apply to shared-time teachers who are governed by ARTICLE VIII.

Section 5.4 Longevity:

Section 5.4 Longevity Pay: Full-time teachers hired on or before March 11, 2024, shall receive longevity pay as salary in equal installments, beginning at their new step in 2023-24. Full-time teachers hired after March 11, 2024, will receive longevity pay based on their years of service in the district. Part-time teachers will receive a pro-rata percentage of the applicable amount.

All teachers will advance on an annual basis according to the number of years teachers are credited with at the beginning of the school year, according to the schedule below. Rules for salary schedule placement and step advancement under Section 5.14; Section 5.15; Section 8.5, Paragraph j; and Section 9.2, Paragraph d, apply to longevity for these teachers.

Returning Orono Retirees are not eligible for Longevity Pay under this Section. Teachers who return to the District following termination are eligible for Longevity as teachers hired after March 11, 2024.

<u>2023-2024</u>		<u>Beginning 2024-2025</u>	
4-9 Years:	\$240	4-9 Years:	\$480
10-14 Years:	\$480	10-14 Years:	\$960
15-19 Years:	\$720	15-19 Years:	\$1,440
20-24 Years:	\$960	20-24 Years:	\$1,920
25+ Years:	\$1,200	25+ Years:	\$2,400

Section 5.5 Hourly Rate: A full-time teacher's hourly rate is to be determined by the following formula: regular annual salary plus longevity, divided by (8 x actual contract days).

Section 5.6 Extra-Curricular Salaries:

a) Extra Duty Assignments. Teachers involved in extra duty assignments as set forth in APPENDIX C, shall be compensated in accordance with the provisions of this Agreement without deviation.

b) Extra Work Assignments. Extra work assignments such as ticket sales, bus supervision for extracurricular and/or out of school hours and timekeeping of games will be made by the appropriate building principal. The amounts paid for these assignments are specified in APPENDIX C. Teachers working week-end assignments will be paid at one and one half (1 ½) times the regular rate.

c) Experience Credit. For teachers commencing an extra-curricular assignment other experience in the same sport will be calculated as follows:

Full credit if going from higher to lower,

2/3 credit if going from lower to higher.

1/3 year in final total will be rounded downward, and 2/3 year in the final total will be rounded upward.

d) Change of Classification. Requests for extra-curricular salary classification changes will be considered through application to the appropriate building principal no later than the first scheduled negotiations meeting between the School District and the Association. Any changes agreed upon will be included in the Master Agreement, and no additional requests will be considered until the next negotiations cycle.

e) Placement of New Positions. New positions will be considered through application to the appropriate building principal no later than the first scheduled meeting between the School District and the Association for negotiations. Placement of new positions on the schedule shall be directed to the “Interscholastic Activities” committee, made up of three (3) School District representatives and three (3) Association representatives. The committee must make a recommendation to the School District and Association negotiation teams prior to contract settlement and no additional requests will be considered until the next negotiations cycle.

Section 5.7 Salary Deduction and Additions: All deductions for partial absences will be made on the basis of the eight (8) hour day and 40 hour week. The daily rate, for purposes of calculating, will be the annual base salary of the teacher divided by the number of duty days in the school calendar adopted by the Board for that particular school year. Additional days worked by a teacher shall be similarly pro-rated. Any deductions for extra assignments shall be determined in each individual case.

Section 5.8 Regular Pay Period: Pay periods for all teachers shall be semi-monthly in 24 equal installments annually beginning August 30. Semi-monthly payments shall be made the 15th and 30th of each month except that payment will be on the last preceding business day if the 15th or 30th falls on a weekend or holiday.

Section 5.9 Summer Salary Check Issuance: The School District will give written notice to each teacher every year the choice of a “lump sum” payment on June 15th. Teachers must return this notice to the payroll manager by due date on the notice. If no notice is received, the prior year’s choice will stand.

Section 5.10 Pay For Additional Assignments: All seasonal co-curricular assignments will be paid in two installments on regular payrolls at the midpoint and the completion of the assignment season.

Payment for other assignments such as “K-12 Curriculum Coordinator”, “Departmental Chairperson,” and “Grade Level Coordinator” will be paid either in 24 installments, per Section 5.8, or as modified in accordance with Section 5.9.

Hourly curriculum writing payments will be paid upon receipt of an authorized time card.

Section 5.11 Additional Pay for State Competition: Coaches, including cheerleading, required to work beyond the regular season will be paid as follows:

a) Team Participants. When a team advances beyond the section tournament to compete in a state tournament, the varsity and assistant varsity coaches in that activity will receive additional pay at the rate of five (5) percent of their coaching salaries.

b) Individual Student Participation. When an individual student(s) advances beyond the section tournament to compete in a state tournament, the varsity and assistant varsity coaches in that activity will receive additional pay at the rate of three (3) percent of their coaching salaries.

c) Both Team and Individual Participation. A coach who meets both team and individual state tournament criteria will receive the greater of the two (2) amounts, but not both.

d) Compensatory Time. At the discretion of the appropriate building principal, the coach may elect compensatory time in lieu of compensation by paying for the substitute teacher with all or part of the state tournament competition pay.

Section 5.12 Minor Administrative Assignments: The Superintendent, or his/her designee, shall determine stipends for minor administrative assignments. The School District will display assignment openings in each building's teachers' lounge and District Office bulletin board for a period of five (5) duty days prior to filling the position during the school year or ten (10) days during the summer. A copy of the display will also be given to the Association president at the time it is first displayed, or mailed to the president ten (10) days prior to filling the position if during the summer.

Section 5.13 Pay for Teaching Community Education Classes: Compensation for teaching community education classes, excluding summer band lessons, must be negotiated directly with the community education director.

Section 5.14 Levels of Training: All levels of training must be germane to the teacher's employment responsibilities, as determined by the Superintendent. A teacher may appeal the Superintendent's decision by presenting a written appeal to the Superintendent directly or through the appropriate administrator and/or a designee of the Association. Such appeal must be made within one (1) year of the Superintendent's initial decision. For purposes of determining initial salary placement of a teacher, definitions of training relative to salary schedule lanes in APPENDIX A and APPENDIX B shall be as follows:

a) BA. A teacher who holds a bachelor's degree with special preparation in the field of teaching and who is properly licensed as such by the State of Minnesota.

b) BA + 10S. A teacher who holds a bachelor's degree, plus 15 quarter or 10 semester hours of training toward the completion of the 5th year program or the master's degree;

c) BA + 20S. A teacher who holds a bachelor's degree, plus 30 quarter or 20 semester hours of training toward the completion of the 5th year program or the master's degree;

d) BA + 30S. A teacher who holds a bachelor's degree, plus 45 quarter or 30 semester hours of training toward the completion of the 5th year program or the master's degree;

e) BA + 40S. A teacher who holds a bachelor's degree plus 60 quarter or 40 semester hours of training toward the completion of the 5th year program or the master's degree;

f) MA. A teacher who has completed one year of graduate work at an accredited college or university as defined in Section 5.17 (a) of this article and who has received an M.S., M.A., M.Ed. or M.F.A degree.

g) MA + 10S. A teacher who holds a master's degree, plus 15 quarter or 10 semester hours of training beyond the degree;

h) MA + 20S. A teacher who holds a master's degree, plus 30 quarter or semester hours of training beyond the degree;

i) MA + 30S. A teacher who holds a master's degree plus 45 quarter or 30 semester hours of training beyond the degree;

j) MA + 40S. A teacher who holds a master's degree plus 60 quarter or 40 semester hours of training beyond the degree;

k) Ed.S./Ph.D. A teacher who has been awarded a specialist's or doctor's degree at an accredited college or university meeting the criteria as defined in Section 5.17 (a) of this article;

l) Credits Outside Degree Programs. In evaluating advanced credits of a new teacher that are not part of an approved 5th year, master's, specialist or Ph.D. program, the Superintendent may grant approval for part or all of the credits, and such approval will not constitute a precedent;

m) 5th Year. A teacher who holds a bachelor's degree and has completed a prescribed 5th year course of advanced study as planned and approved by the teacher's college or university authorities--this category is intended primarily for elementary, intermediate and lower middle school teachers; a teacher who has completed this program will be placed on the "BA + 30S/45Q" level of the salary schedule;

Section 5.15 Initial Placement on Salary Schedule: Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual teacher and the School District. An appeal of this agreement may be presented to the Superintendent by the teacher directly or by the teacher through the appropriate administrator and/or designees of the Association. Such appeal must be made within one (1) year of the initial agreement.

Section 5.16 Licensure: All probationary teachers must retain all fields of licensure from the date of hire or receive prior, written approval from the Superintendent to drop any part of such licensure. Upon mutual, written agreement of both parties, in letter form signed by both parties, with mutually agreed time lines, pursuit of a master's degree will take precedence over this requirement but, in no case, will be precedent setting.

Section 5.17 Lane Changes:

a) General Requirements for Credits. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken from a college or university accredited by the North Central Association of Colleges and Schools or other similar regional accrediting agencies. The Association will not object to the approval of credits from a non-accredited institution, but such approval shall not constitute a precedent.

Since the teacher's ability to fully perform his/her professional responsibilities is of primary importance, if the teacher's study program interferes with full performance of his/her responsibilities, the Superintendent shall have the right to limit the number of quarter/semester hours of credit that will be taken during the school year.

b) Lane Changes. Individual contracts may be modified to reflect qualified lane changes three times every year. Materials required in order to complete a lane change include 1) transcripts of qualified credits, 2) the "Application for Lane Change" form, and 3) all relevant course pre-approval forms. Complete material submissions received in the Human Resources Office by October 1st, shall be retroactive to the beginning of the school year. Complete material submissions received in the Human Resources Office, February 1st, shall be effective beginning February 15th.

Complete material submissions received in the Human Resources Office by May 1st, shall be effective beginning May 15th. A teacher may make no more than one (1) lane change request per year. However, a second lane change can be made if due to degree completion.

c) Prior Approval of Qualified Credits. Lane change credit must have the written approval of the teacher's supervising principal and the Superintendent prior to enrolling in the class and qualify as per the definition of "qualified credits." "Qualified credits" shall be defined as follows: those quarter or semester hours of academic credit that are approved by the Superintendent or his/her designee that have been granted by an accredited college or university may be used for salary schedule lane change credits provided such credits were pre-approved in writing by the teacher's supervising principal and the Superintendent. If the course which was approved in writing, at the time of registration, is dropped by the college or university, filled or otherwise unavailable, another course may be taken for credit if pre-approved by either the teacher's supervising principal or the Superintendent by telephone. Written verification of the telephone conversation with the teacher's supervising principal or Superintendent shall be placed in the teacher's personnel file. The teacher must then submit a request in writing for formal approval. The Association will not object if the School District waives the application of the foregoing requirements in a particular case, and such waiver shall not constitute a precedent.

All course work taken to apply on the salary schedule will need the prior, written approval of the teacher's supervising principal and Superintendent. This approval may be obtained by completing the form, "Application for Recognition of Credits," and conferring with the teacher's supervising principal. This restriction does not apply to those teachers accepted for and actively pursuing either an M.A. or Ph.D. program. Directions for requesting prior approval of "in-field" and/or "general" course work as defined in Section 9.2c, may be obtained from human resources.

d) Prior Approval for Credits Completed Beyond Bachelor's Degree. Any credits acquired beyond the bachelor's degree, which a teacher expects to result in advancement on the salary schedule, must have the previous, written approval of the teacher's supervising principal and the Superintendent. Failure to secure prior, written approval of courses beyond the bachelor's degree shall result in a one (1) year salary schedule penalty from the date of final written course approval by the teacher's supervising principal and the Superintendent. Teachers holding a bachelor's degree may apply for approval of courses to be taken in the future that are not part of an approved 5th year or masters program. At least six (6) credits of each ten (10) semester credits required for a lane change must be earned in the field or fields taught and up to four (4) credits may be earned in general education. "Teaching field" definition is as follows:

- i.) secondary -- actual course work or methods courses in the field or fields taught;
- ii.) elementary -- actual teaching field or methods courses in an academic field relating to specific subject matter being taught, i.e., teaching of reading, science, social studies, mathematics, etc.

The Superintendent may, in a particular case, approve a deviation from this requirement, upon written request, and such approval will not constitute a precedent. Written explanation must accompany any denial of a request for course credit.

e) Prior Approval of Master's Degree or 5th Year Program. A teacher initiating a master's degree or 5th year program, and expecting to have this work recognized on the salary schedule, must have the prior, written approval of the program by the teacher's supervising principal and the Superintendent. Failure to secure prior written approval of a master's degree or 5th year program shall result in a one (1) year salary schedule advancement penalty from the date of final program

approval by teacher's supervising principal and the Superintendent. Approval by the Superintendent of a teacher's degree program outside the teaching field shall not constitute a precedent.

f) Prior Approval for Credits Completed Beyond Master's Degree. Any credits acquired beyond the master's degree, which a teacher expects to result in advancement on the salary schedule, must have the previous, written approval of the teacher's supervising principal and the Superintendent. All credits which serve to advance a teacher on the salary schedule beyond the master's degree must have been approved and earned after the date of the granting of the degree. Failure to secure prior, written approval of courses beyond the master's degree shall result in a one (1) year salary schedule advancement penalty from the date of final written course approval by the teacher's supervising principal and the Superintendent. Any teacher holding a master's degree and not on an approved specialist or doctoral program, may apply for subject matter courses at any level and must be in the field or fields taught with no more than 50% in general education courses. The 50% requirement is waived for any teacher with a master's degree in a teaching field. Teaching field definition is as follows:

- i.) secondary --actual course work or methods courses in the field or fields taught
- ii.) elementary -- actual teaching field or methods courses in an academic field relating to specific subject matter being taught, i.e., teaching of reading, science, social studies, mathematics, etc.

The Superintendent may, in a particular case, approve a deviation from this requirement, upon written request, and such approval will not constitute a precedent. Written explanation must accompany any denial of a request for course credit.

A teacher may appeal the Superintendent's decision by presenting such appeal to the Superintendent directly or by the teacher through the appropriate administrator and/or a designee of the Association. Such appeal must be within one (1) year of the Superintendent's initial decision.

g) Prior Approval of Specialist/Doctoral Program. A teacher initiating a specialist/doctoral degree program and expecting to have this work recognized on the salary schedule must have the prior written approval of the program by the teacher's supervising principal and the Superintendent. Failure to secure prior written approval of a specialist/doctoral program shall result in a one (1) year salary schedule advancement penalty from the date of final program approval by the teacher's supervising principal and the Superintendent. Approval by the Superintendent of a teacher's degree program outside the teaching field shall not constitute a precedent.

Section. 5.18 Pay for Assignments Beyond Normal: If a teacher is assigned a class in addition to the normal workload for his/her assignment, he/she will be compensated in the following manner:

- (1) if the additional class replaces a planning or supervisory period, the teacher will be paid 1/11 of his/her annual basic salary per semester;
- (2) if the additional class does not meet the criteria above on a daily basis, the teacher will be paid a pro-rata amount of 1/11 of his/her annual basic salary per semester;
- (3) teachers working assignments of up to two (2) weeks' duration for emergency situations will not be compensated even though the assignment is beyond the teachers' normal workloads;
- (4) cases in which a disagreement exists as to whether or not a particular teacher's assignment represents an addition to the normal workload, the teacher's supervising principal's recommendation shall govern, subject to appeal by the teacher to the Superintendent, whose decision shall be final.

- (5) teachers shall be informed by their supervising principals by June 1 of the extra classroom assignment request, if possible, and are under no obligation to accept an offer of an extra classroom assignment.

Section 5.19 Curriculum Writing:

Hourly rates for curriculum writing correspond to the following lane placements.

	2023-24	2024-25
BA-BA+40	32.63	33.44
MA-MA+20	38.38	39.34
MA+30-PhD	43.53	44.62

Section 5.20 National Board Certification:

- a) National Board Certification for Teachers
Teachers who achieve and maintain National Board Certification from the National Board for Professional Teaching Standards (NBPTS) will receive an additional \$500 per year. Part-time NBPTS Teachers will receive a pro-rata amount of this stipend.
- b) National Certification for Speech-Language Pathologists
Full-time Speech-Language Pathologists who achieve and maintain National Certification from the American Speech-Language-Hearing Association will receive an additional \$300 per year. Part-time Speech-Language Pathologists with National Certification will receive a pro-rata amount of this stipend.
- c) National Certification for School Psychologists
Full-time School Psychologists who achieve and maintain National Certification from the National Association of School Psychologists will receive an additional \$300 per year. Part-time School Psychologists with National Certification will receive a pro-rata amount of this stipend.
- d) National Certification for School Counselors
Full-time School Counselors who achieve and maintain National Certification from the National Board for Certified Counselors will receive an additional \$300 per year. Part-time School Counselors with National Certification will receive a pro-rata amount of this stipend.
- e) National Certification for Occupational Therapists
Full-time Occupational Therapists who achieve and maintain National Certification from the National Board for Certification in Occupational Therapy (NBCOT) will receive an additional \$300 per year. Part-time Occupational Therapists with National Certification will receive a pro-rata amount of this stipend.
- f) National Certification for Licensed School Nurses
Full-time School Nurses who achieve and maintain National Certification from the National Board for Certification of School Nurses (NBCSN) will receive an additional \$300 per year. Part-time School Nurses with National Certification will receive a pro-rata amount of this stipend.

g) National Certification for Licensed Social Workers

Full-time Social Workers who achieve and maintain National Certification from the National Board for Certification of Social Workers (NASW) will receive an additional \$300 per year. Part-time Social Workers with National Certification will receive a pro-rata amount of this stipend.

Section 5.21 Career Commitment: Matching payments will be effective for teachers' years of experience as outlined in this Section at the beginning of the 2015-2016 school year and beyond. The parties agree that there will be no retroactive or cumulative payments for benchmarks reached prior to the enactment of the July 1, 2015 through June 20, 2017 Agreement. The District will make said contribution no later than the June 30 pay period. Full matching of the School District contribution by the teacher is required for participation in the program. The School District maximum lifetime contribution through all matches shall be no more than identified in Section 10.11b and 10.12b. All provisions of the "Career Commitment" 403(b)/457 match program are subject to applicable state and federal laws and tax codes.

- (1) An employee credited at the beginning of the school year with 15 years of service in the Orono School District shall receive a onetime contribution of \$750 to employee's 403(b)/457 account.
- (2) An employee credited at the beginning of the school year with a least 20 years of service in the Orono School District shall receive a onetime contribution of \$1000 to employee's 403(b)/457 account.
- (3) An employee credited at the beginning of the school year with at least 25 years of service in the Orono School District shall receive a onetime contribution of \$1250 to employees's 403(b)/457 account.
- (4) An employee credited at the beginning of the school year with at least 30 years of service in the Orono School District shall receive a onetime contribution of \$1500 to employee's 403(b)/457 account.
- (5) An employee credited at the beginning of the school year with at least 35 years of service in the Orono School District shall receive a onetime contribution of \$2000 to the employee's 403(b)/457 account.
- (6) An employee credited at the beginning of the school year with at least 40 years of service in the Orono School District shall receive a onetime contribution of \$2500 to the employee's 403(b)/457 account.

Section 5.22 Experience Differential: For purposes of determining experience differential, any year-long, full-time contractual service shall constitute a year of experience. Years of part time service will be pro-rated in calculating eligibility for experience differential. A teacher who becomes qualified for experience differential payment after the beginning of a school year shall begin receiving such payments at the beginning of the subsequent school year.

- a) Experience Differential I. The Step 20 base Salary Schedule amount of those teachers who have completed at least twenty-years of total teaching experience in the District and hired prior to July 1, 2003, shall be increased over the Step 20 base salary Schedule amount by 1% until such time that the teacher becomes eligible for Experience Differential II in this section.

- b) Experience Differential II. The Step 20 base Salary Schedule amount of those teachers who have completed at least twenty-four years of total teaching experience in the District, shall be increased over the salary Schedule amount by 2% until such time that the teacher becomes eligible for Experience Differential III in this section.

- c) Experience Differential III. The Step 20 base Salary Schedule amount of those teachers who have completed at least twenty-nine years of total teaching experience in the District, shall be increased over the Step 20 base salary Schedule amount by an additional 1%. Experience Differential II and Experience Differential III amounts in this section are cumulative.

ARTICLE VI

INSURANCE

Section 6.1 Eligibility for Group Insurance Coverage: “Full-time teachers”, defined as any teacher working 75% or more of full time service, for at least 1 full semester, will receive the maximum School District contribution for the insurance benefits described in this article: a) hospitalization and medical, b) term life, c) long-term disability (L.T.D.), d) tax sheltered annuity, and e) dental.

“Part-time teachers” as defined in section 5.3b as being employed from 20 – 29 hours weekly, for at least one (1) full semester, and enrolled in a School District sponsored insurance, will receive 50 percent of the maximum School District contribution for the following benefits: a) hospitalization and medical, b) dental, c) life insurance, d) and L.T.D. coverage equal to salary. Teachers working fewer than 20 hours weekly are not eligible for participation in any School District insurance plans.

A teacher who is eligible for benefits shall receive School District contributions as provided in this article as long as the teacher is employed by and on paid status with the School District. Benefits are generally considered to be for a one (1) year period from September through August. However, if a teacher resigns due to retirement, terminates or has his/her employment terminated prior to the end of the school year, or is employed after the beginning of the school year and does not continue employment, the School District contributions shall cease at the end of the month in which separation of service occurs. Teachers who have fulfilled all their job responsibilities and have completed a full year of teaching service shall receive a full year (September through August) of benefits. For a full-time teacher on sick leave or medical leave who is disabled as defined in the L.T.D. insurance contract, the School District will continue to pay the amount of its contribution for the hospitalization and medical insurance premium for the first year of disability. Any teacher who retires at or after age 62 and who does not qualify for continuation of coverage under early retirement incentive provisions (ARTICLE X) may continue in the group health plan provided that all premium costs are paid by the retiree.

Section 6.2 Group Insurance Policies: The selection of the insurance carrier and policy shall be made by the School District as provided by law. The level of benefits under the plans set forth in this article shall not be reduced during the duration of this Agreement. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District or Association as a result of a denial of insurance benefits by an insurance carrier. The School District will consult with representatives of the Association in bidding/rebidding all School District insurance plans. A pre-tax cafeteria plan option is available to permit the payment of the employee's portion of the teacher's premiums. This

pre-tax cafeteria plan is available to any teacher with written notification to the payroll department prior to June 30 before the school year in which the option is selected.

Section 6.3 Hospitalization and Medical Insurance: The district contributions identified in this Section are based on insurance rates for the plan years 2022 and 2023, and shall be paid on behalf of eligible teachers enrolled in a School District sponsored hospitalization and medical insurance plan.

- a) The School District contribution for those electing a Single coverage plan will be equal to 100% of the monthly premium amount for Plan C Single, or
- b) The School District contribution for those electing an E+1 coverage plan will be equal to 75% of the monthly premium amount for Plan C E+1, or
- c) The School District contribution for those electing a Family coverage plan will be equal to 65% of the monthly premium amount for Plan C Family.

In the event that the District contribution exceeds the premium cost, teachers will be reimbursed, in the form of salary on a monthly basis, for the difference between 1) the actual premium amount for those teachers electing coverage or the Plan C single premium amount for those electing no coverage and 2) the monthly amounts listed above.

Monthly reimbursement will be estimated until such time as the actual premiums are known and can be calculated by the payroll manager.

The Association will hold the School District harmless and indemnify the School District for any and all suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward dependent or family hospitalization and medical insurance premiums.

Section 6.4 Life Insurance:

a) District sponsored Life Insurance. The School District will pay 100% of the premium to provide School District-sponsored term life insurance with double indemnity for accidental death in an amount of \$50,000 for each full-time teacher and \$25,000 for each part-time teacher hired for at least 1 full semester and teaching 20-29 hours weekly. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District. The Association will be notified of limitations language in the insurance policy.

b) Supplemental Life Insurance. The School District will also make available, if possible, supplemental term life insurance coverage at the teacher's expense in amounts of either \$40,000 or \$80,000 (\$20,000 or \$40,000 for teachers teaching 20-29 hours weekly). Supplemental insurance coverage is subject to all terms and conditions imposed by the carrier (e.g. minimum participation requirements and the insurability of each teacher). Each teacher electing such supplemental term life insurance coverage shall pay the full premium through payroll deduction. The dollar amount of life insurance coverage provided under both the basic and supplemental life insurance will be reduced on the basis of premium charges established by the insurance carrier for teachers from ages 65 to 70, in order to maintain a level total premium for all other teachers in the group.

Section 6.5 Long-Term Disability (L.T.D.) Insurance: The School District will pay 100% of the premium for School District-sponsored L.T.D. insurance plan. The benefit provided is 2/3 of the teacher's basic salary, exclusive of extra-curricular, summer school, 6th assignments, or other stipends paid. The teacher may elect to pay for this coverage through payroll deduction or may elect to have

the School District pay the full premium. If the teacher elects the method of payroll deduction, an amount equal to these premiums will be paid as salary.

Section 6.6 Tax Sheltered Annuity: The School District will pay a matching contribution of up to 2.05% of each teacher's salary to a tax-sheltered annuity for those teachers starting at step 9, lane B.A.+30 or beyond.

Any teacher who was granted the 2% annuity prior to September 1, 1993, who is not on the BA+30 lane or above, will continue to receive the annuity matching contribution.

The annuity contribution by the School District will be calculated on the teacher's basic salary, including extended contract pay, but shall not include extra-curricular, coordinator, 6th assignments, or other additional stipends.

Full matching of the School District contribution by the teacher is required for participation in the program. The School District will remit to the annuity companies, within one (1) week of the issuance of payroll, the School District and teacher contributions for all teachers requesting a lump-sum payment of summer salary.

For an additional reference to Tax Sheltered Annuities, refer to Section 10.11 and 10.12 Matching 403(b)/457 Retirement Benefit Plan.

Section 6.7 Dental Insurance: The School District will pay 100% of the premium for School District-sponsored dental insurance.

Section 6.8 Cafeteria Plan: The School District will provide a cafeteria plan, subject to applicable state and federal laws. The plan shall allow for payment of eligible District-sponsored insurance premiums, eligible medical expense reimbursement and eligible child care reimbursement through pre-tax salary reduction. The rules governing the use of the cafeteria plan are outlined in the plan document, "ORONO SCHOOL DISTRICT CAFETERIA PLAN."

ARTICLE VII

TEMPORARY LEAVES

Section 7.1 Leave Accrual:

Full-time teachers employed by the School District will be granted eleven (11) days [88 hours] of sick leave accrual per year. Newly employed full-time teachers shall be eligible for fifteen (15) days [120 hours] leave accrual their first year of employment and eleven (11) days [88 hours] thereafter.

All teachers are entitled to unlimited accumulation of leave credit. The accrued leave may be used for personal sick leave, death or critical illness, sick child care, or birth or funeral leave covered in Sections 7.2 through 7.5 of this article. Leave days will be accrued at the rate of 1 and 2/3 days per month during the school year for the 1st year of service, and 1 and 1/3 days thereafter, including any period of time during which a teacher is on a medical leave of absence that commenced during the current school year.

Leave does not accrue during any medical leave of absence beyond the end of the current school year.

Part-time teachers will be granted a pro-rated amount of leave accumulation, including personal leave, provided that they are employed for at least one (1) full semester.

A teacher whose employment terminates but who has used more leave days than have accrued that year will have the excess payments deducted from his/her final pay check.

Section 7.2 Sick Leave Exception:

The leave accrual will not cover any loss of time from school due to an injury sustained while performing duty in another gainful occupation.

Leave pay is not available for illness or injury occurring during a leave of absence without pay, except that a teacher who is unable to return to active duty at the scheduled end of a leave without pay of one (1) year or less because of illness or injury is eligible for leave pay as of the scheduled date for return to work.

After three (3) days of consecutive absence in any one school year or five (5) days of absence in any one (1) quarter, the School District may require the teacher to furnish medical certification from a qualified "health care provider" as defined by the Family Medical Leave Act (FMLA). In these cases, the medical certification must provide (1) the name, address, and telephone number of the health care provider and type of medical practice/specialization; (2) The approximate date on which the serious health condition commenced, and its probable duration; (3) A statement or description of appropriate medical facts regarding the teacher's health condition for which leave is or was requested. The medical facts must be sufficient to support the need for leave.

A teacher may use one (1) day of accrued leave per summer school session to cover up to two (2) days of summer school absence due to illness or injury.

Teachers covered by L.T.D. insurance provided and paid by the School District are required to begin accepting benefits under the plan at the end of the 90 calendar day elimination period but may use any accumulated leave to bring the insurance disability payment up to their full basic

salaries (as defined in ARTICLE VI, Section 6) for up to one (1) calendar year from the date of disability. Any unused leave remaining will be retained as credit when the teacher returns to the job. After one (1) calendar year, if a teacher is involved in an insurance company approved rehabilitation or retraining program, any salary earned during the teacher's participation may be retained by the teacher as defined in the contract with the insurance company. In no case, will total compensation be allowed to exceed the teachers' covered salary at the time of the disability.

Section 7.3 Leave for Death or Critical Illness: A maximum of five (5) days of leave with pay will be granted per incident in the case of death or critical illness of a husband, wife, parent, brother, sister, fiancé, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a member of the household. "Critical illness" is defined as "hospitalization or the request of a physician and/or nurse practitioner that the teacher be in attendance in the capacity of a nurse or principal caregiver."

Section 7.4 Sick Child Care Leave: A teacher may use personal sick leave for absences due to an illness of the teacher's dependent child or dependent stepchild for such reasonable periods as the teacher's attendance with the child may be necessary, on the same terms the teacher is able to use sick leave benefits for the teacher's own illness, as set forth in Section 7.2 of this article.

Section 7.5 Birth, Adoption or Funeral Leave: Upon prior, written approval of the Superintendent, or his/her designee, a teacher may be excused for the following purposes noted below:

- a) Birth Leave. At the teacher's discretion, up to ten (10) days of paid leave per pregnancy will be granted to attend the birth of said teacher's child.
- b) Adoption Leave. At the teacher's discretion, up to ten (10) days paid leave per adoption will be granted to adoptive parents for purposes such as preparation and legal reasons, necessary travel and initial adjustment.
- c) Funeral Leave. At the teacher's discretion, up to three (3) days of paid leave per funeral will be granted to attend the funeral of a relative other than those persons described in Section 7.3. Upon prior written approval of the Superintendent, or his/her designee, a teacher may be excused a day or portion of a day with pay to attend or take part in a funeral other than for those persons described in Section 7.3.

Section 7.6 Borrowing From Future Leave Accrual: A teacher who does not have adequate basic leave accumulation will be permitted to borrow from future leave accrual in the following situations:

- (1) a teacher may borrow up to one (1) year's leave accrual for personal illness.
- (2) future leave accrual may be used for death or critical illness in the family as defined in Section 7.3.
- (3) a teacher who has been hospitalized for a continuous period of ten (10) or more consecutive days will be eligible to borrow sick leave sufficient to cover the remainder of the LTD elimination period (90 calendar days).

Any negative leave balances existing due to borrowed leave remaining upon termination must be repaid.

Section 7.7 General Requirements for Other Temporary Leaves: Other temporary leaves in this article are covered under Sections 7.8 - 7.15. All such leaves shall relate only to the incident for which leave is taken. All other temporary leaves must have prior approval using the electronic absence management system and at no time shall more than eight (8) teachers be granted such leave. Upon approval, the teacher's supervising principal, or his/her designee, will submit the request for a substitute teacher. The Association will not object if the School District waives any applicable requirements in a particular case, and such waiver shall not constitute a precedent.

Section 7.8 Personal Leave:

- (1) Four (4) days [32 hours] leave of absence is earned each year by a full-time teacher for personal leave. Days not used prior to the final ten (10) school days of the school year will be rolled-over to each teacher's respective sick leave balance prior to June 30, except that by teacher request, no later than May 15, up to three (3) unused personal days may be submitted for payment at \$130 per day. Except for emergencies, the prior written approval of the Superintendent, or his/her designee, must be obtained.
- (2) The number of leaves granted under this Section shall be limited to fifteen percent (15%) of the faculty in the teacher's building on any duty day. On days following or preceding school breaks or holiday periods, no more than ten percent (10%) of any building will be granted personal leave on the same day.
- (3) Personal leave days may not be taken on days adjacent to or during conferences and workshops, or during the first or last ten (10) days of the school year without special permission from the Superintendent or designee. Such approval will not be precedent setting.
- (4) If the personal leave accumulation has been used, a personal day taken will result in a pro-rata salary deduction.
- (5) There shall be no carry-over of earned personal leave from one school year to the next.
- (6) Upon termination, qualification for any benefit described or perceived in this Section shall be forfeited.

Section 7.9 Visitation Leave: The Superintendent, or his/her designee, may approve in writing a leave of absence for a teacher to make a visitation to another school, upon his/her determination that such visitation will be of significant benefit to the School District.

Section 7.10 Leave for Professional Meetings: Upon the prior written approval of the Superintendent, or his/her designee, a teacher may be granted time off with pay to attend professional meetings which are designed to improve his/her teaching practice. However, such time off, under the provisions of this subdivision, will not be granted for union business.

Section 7.11 Leave for Jury Duty: Temporary leave will be granted for jury duty. The teacher will be paid the difference between his/her regular pay and his/her jury duty compensation, or the teacher may elect to be paid his/her full salary during jury service and remit to the School District the amount of the compensation received. Any reimbursement received for meals, mileage, parking, etc. may be retained by the teacher. The teacher is required to give three (3) days advance notice of jury duty to his/her supervising principal to permit the scheduling of a substitute on the electronic absence management system. A teacher who claims pay under this subdivision shall submit to the personnel office a copy of the notice to report for jury duty with a statement of the dates of service and the fees and reimbursements received by the teacher.

Section 7.12 Leave for Civil Litigation: Time lost by a teacher as a defendant or plaintiff in a civil suit arising from the performance of School District assigned duties shall not be charged against the teacher unless the teacher, in court action, is found willfully and wantonly negligent or guilty.

Section 7.13 Religious Observance Leave: Religious leave must be approved on the electronic absence management system in advance and may be granted by the Superintendent, or his/her designee, in accordance with MN Statute 15A.22. Such leave shall be unpaid unless the teacher substitutes personal leave as defined in Section 7.8.

Section 7.14 Association Leave: The School District shall afford time off, to elected officers or appointed representatives of the Association, for the purpose of conducting the duties of the exclusive representative. During the term of this Agreement, the School District will also grant up to a total of fifteen (15) days of leave for the purpose of conducting the business of the Association for which the School District will deduct from the absent teacher's pay only the rate paid for substitute teachers. Or, the amount of substitute cost involved may be paid directly to the School District by the Association. All time spent away from teaching duties on behalf of the Association, including negotiation or grievance activities, shall be charged against Association leave. Association leave shall not be used for activities in support of any other exclusive representative, nor to run for elective office of any kind. Requests on the electronic absence management system may be made to the Superintendent for Association leave, beyond the fifteen (15) days allowed for lobbying and mediation, for involvement either as principal officers or special assignments in the parent organization of the bargaining unit. Each case shall be decided on its own merits, and the decision is not subject to the grievance procedure.

Section 7.15 Coordination of Benefits: Sick leave benefits, per Section 7.2, will be coordinated with workers' compensation income or other sources of income as defined by the workers' compensation insurance contract. The teacher is responsible to deliver workers' or other compensation payments or a report of such payments to the payroll manager in the District administrative office. The teacher's leave allowance will be charged only for difference between the workers' compensation payment and the teacher's regular rate of pay. If the teacher has exhausted sick leave, the teacher shall be entitled only to the benefits available from sources other than sick leave.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

Section 8.1 Sabbatical Leave:

a) Eligibility. A teacher will be eligible to request a sabbatical leave after seven (7) full-time years of teaching service in the School District. The seven (7) full-time years need not be consecutive. Sabbatical leave may be granted at the discretion and upon approval of the Board.

b) Number. The number of sabbatical leaves granted in any year shall not exceed two (2).

c) Application. Application for sabbatical leave shall be made in writing to the Superintendent at least 60 **calendar** days prior to the beginning of the proposed leave or by April 1 if the leave is for the following school year. This application shall include the following:

(1) the purpose of the sabbatical leave of absence;

(2) the proposed beginning date of the leave of absence;

(3) the proposed return date of the leave of absence;

(4) a specific program for the sabbatical leave including a statement of objectives and how the program will relate to the improvement of instruction;

(5) a sabbatical may be requested for one (1) quarter, one (1) semester, or one (1) full year, and the criteria stated in Section 8.1i) and Section 8.1k) shall pertain on a pro-rata basis for sabbatical leaves granted for less than 1 year.

d) Duration. A sabbatical leave will generally begin at the end of a quarter and will end at the start of a quarter. Exceptions may be mutually agreed upon by the teacher and the Board. The date of return to work shall not be more than twelve (12) months from the date of the beginning of the leave.

e) Purpose. The primary purpose of the sabbatical leave is for professional self-improvement deemed by the Board to be of benefit to the School District. Normally, the program undertaken will be to advance the teacher's expertise in his/her instructional area.

f) Sabbatical Leave Committee. A "Sabbatical Leave Committee" consisting of the Superintendent, or his/her designee, the appropriate principal involved, one (1) Board member, and three (3) teachers chosen by the Association shall review the applicant's request and forward its recommendation to the Board for final action.

g) Availability of Funds. Granting of sabbatical leaves may be contingent upon funds being available in the School District's Sabbatical Leave Budget. Unspent sabbatical leave funds will be reviewed by the Board with the intent of using such funds for instructional improvement.

h) Inability to Fulfill Requirements. Possible inability to fulfill the requirements stated in Section 8.1 k) of this article may be considered by the Board in granting or denying a sabbatical leave request.

i) Compensation. A teacher on sabbatical leave will be paid one half (½) of the base salary for which the teacher would otherwise be eligible for the year of the leave, or, at the teacher's option, the School District will pay 75% of base salary during the year of the leave and 75% of base salary during the year immediately following. Compensation for extra-curricular activity, and community education and summer school teaching will be excluded from the computation of sabbatical leave salary. If the leave is approved for less than one (1) year, a pro-rated salary will be granted. The total compensation received by the teacher (sabbatical leave salary plus any amounts from fellowships, grants, etc. considered to be direct compensation) shall not exceed the regular salary of the teacher. Travel allowances, tuition fee grants, medical services, etc. provided in institutions shall not be considered direct compensation. Any amount in excess of this total shall be deducted from the sabbatical leave salary.

j) Experience Credit. The time spent on a sabbatical leave shall be counted as experience credit for purposes of salary step advancement as of the beginning of the first grading period following completion of the entire sabbatical leave program. Coursework completed during a sabbatical leave may be used to change lanes on the salary schedule after the entire sabbatical leave program has been completed and the teacher has returned to active teaching.

k) Return to School District. Teachers receiving the sabbatical leave salary must agree to return to the School District immediately following the expiration of the sabbatical leave for two (2) additional years. The teacher shall submit to the Superintendent a written statement of intent to return to active work not less than 45 calendar days prior to the approved date of return, or by February 1 if the approved date of return is the beginning of the following school year. Failure of the teacher to give such written statement, or to return to active work immediately following expiration of the sabbatical leave, shall constitute termination of employment, and the teacher shall repay the School District for the sabbatical leave salary and fringe benefits paid, except when failure to return to work is caused by illness or disability or by mutual agreement of the teacher and the School District. If the teacher discontinues service within two (2) years following return to work for any reason except by Board action or teacher's incapacity to teach, said teacher shall repay a pro-rated portion of his/her sabbatical leave salary. The pro-rated payment shall be based upon the actual length of the school years for which the teacher is obligated to return.

l) Return to Position. Upon expiration of the sabbatical leave, the teacher shall be allowed to return to the position(s) held immediately prior to the leave or a comparable position(s) for which the teacher is qualified, subject to the unrequested leave of absence provisions of ARTICLE IX.

m) M.S.122A.49. A teacher on sabbatical leave shall retain all rights as though teaching in the School District pursuant to M.S. 122A.49.

n) Benefits. All fringe benefits, except leave accumulation, shall continue during the duration of leave. The teacher must pay his/her portion of all contributions for fringe benefits.

Section 8.2 Military Leave: Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 8.3 Mobility Leave: Upon written request by February 1, notwithstanding M.S. 122A.46, a teacher may be granted a leave of absence under the Teachers' Retirement Association's (TRA) "Three-to-Five-Year Leave of Absence Programs" if he/she 1) will reach the age of at least 55 by the end of the leave requested and, 2) has completed at least 20 years of full-time service as a teacher working for the School District or 25 years of service as a teacher with at least fifteen (15)

years of School District service. Written confirmation of approval and terms of the leave will be provided by the School District for each teacher requesting leave.

The School District will pay both its and teacher's yearly contribution(s) to TRA over the 3-to-5 year leave or until retirement, whichever comes first. Those contributions will be based on the teacher's last full year of active employment salary.

The School District's yearly TRA contributions made on behalf of the teacher(s) on mobility leave will be sent by the School District to TRA no later than June 10 of each fiscal year of the allowable leave. The teacher will notify the School District payroll manager, in writing, the amount of the contribution no later than May 15 each year of the leave. The teacher will reimburse the School District by May 15 each year of the leave for the portion of the School District's and teacher's contributions made for Sixth Assignments contingent upon one (1) of the following two (2) situations. Sixth Assignments will only qualify for full School District reimbursement if they were performed for at least the four (4) consecutive semesters immediately preceding the mobility leave. For Sixth Assignments not qualifying for reimbursement under the previous sentence, the School District's TRA contribution attributable to the Sixth Assignment will be subtracted from the teacher's reimbursement check.

This leave of absence will generally begin at the beginning of a school year. Exceptions may be mutually agreed upon by the teacher and the Board. The teacher shall submit a written statement of intent to return to active work or retirement not later than February 1 of the calendar year in which the leave ends. Failure to give such notice shall constitute termination of employment.

In addition, a teacher may request payment of an amount equal to the monthly cost of single coverage health insurance and dental insurance as salary through the "Orono Cafeteria Plan." Such amount will be paid to a School District-sponsored health insurance/health maintenance organization or dental insurance company and shall not exceed the total of his/her calculated ARTICLE X Retirement, early retirement incentive and severance pay. The calculation will be made based on:

- (1) the teacher's age at the end of the leave;
- (2) the teacher's years of teaching at the beginning of the leave;
- (3) the salary, defined in Section 10.3, of the teacher based on the last full year of teaching Employment;
- (4) the teacher's benefits that prevail at the time the leave began.

An amount equal to the sum paid in salary for School District contributions for health insurance and dental insurance over the leave period shall be deducted from the ARTICLE X retirement, early retirement incentive and severance pay calculation at the time of actual retirement.

A teacher who returns to service in the School District prior to retiring shall repay the School District for its TRA contributions, both paid to TRA directly or reimbursed to the teacher, and the amount equal to the sum paid in salary for School District contributions for health insurance and dental insurance payments made on his/her behalf while on leave.

Section 8.4 Other Extended Leaves Without Pay:

a) Child Care Leave.

(1) A child care leave of not more than twelve (12) months in duration, including leave ensured by the Family Medical Leave Act (FMLA), may be granted by the School District, subject to the provisions of this section, to one (1) teacher-parent of an infant child, provided such parent is

caring for the child on a full-time basis. For leaves beyond the maximum FMLA limits, the teacher may be asked to participate in recruitment of a substitute teacher, but will not be required to locate and select this person on his/her own. However, the teacher is not authorized to make a job offer or guarantee of employment to a substitute on behalf of the District.

(2) A teacher making application for child care leave shall inform the Superintendent in writing of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave. In cases of adoption, the three (3) calendar months' notice shall be waived.

(3) If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement and in accordance with FMLA during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by an extended childcare leave beyond maximum FMLA limits. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

(4) The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter break, spring break, trimester break, semester break, quarter break, end of grading period, end of the school year, or the like.

(5) The School District recognizes that circumstances may arise that make childcare leave unnecessary. In such cases, the teacher may be, with mutual agreement, permitted to return from leave at a natural education break as defined above.

(6) A teacher returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

(7) Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

(8) A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence or extended childcare leave. Salary credit for teachers returning from an unpaid leave of absence shall be determined by following the procedures set forth in Section 5.5 of this Agreement.

(9) A teacher on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain except as set forth in Section 8.3 (a)(10), commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

(10) Leave under this section shall be without pay or School District paid fringe benefits, except as required by federal and/or state statutes.

b) Other Extended Leaves.

(1) Other extended leaves of absence without pay for up to five (5) years may be granted, at the discretion and upon approval of the Board, for the purpose of educational advancement, continued full-time care of a newborn or newly adopted child, or other personal ventures, provided that, during a teacher's career in the School District, cumulative leave may not exceed five (5) years.

(2) Application for an unpaid extended leave of absence must be made in writing to the Superintendent at least 60 **calendar** days prior to the beginning of the proposed leave. This application must include the following:

- (i) the purpose of the unpaid extended leave of absence;
- (ii) the proposed beginning date of the leave of absence;
- (iii) the proposed return date of the leave of absence.

(3) An unpaid leave of absence will generally begin at the start of a grading period or term. Exceptions may be mutually agreed upon by the teacher and the Board. The date of return to work shall be not more than twelve (12) months from the date of the beginning of the leave.

(4) While on an unpaid leave of absence, a teacher may continue to participate in all insurance programs for which he/she is eligible, if permitted by the insurance policy provisions, but must pay the entire cost of the premiums monthly in advance until returning to active work. It is the responsibility of the employee to make arrangements with the District business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

(5) The teacher shall submit to the Superintendent a written statement of intent to return to active work not less than 45 **calendar** days prior to the approved date of return, or by February 1 if the approved date of return is the beginning of the following school year. If the Superintendent grants an extension to the teacher beyond the February 1 date, the Association will be notified concerning the position(s) for which extensions have been granted.

Failure to submit notice, or failure to actually return to active work on the approved date shall constitute termination of employment except when failure to return to work is caused by illness or disability or permitted by mutual agreement between the teacher and Board.

(6) A teacher returning from an extended leave shall be returned to the position held at the time the leave commenced or, if not available, to any other position for which such teacher is licensed, subject to the unrequested leave of absence provisions of this Master Agreement. The School District shall give written notice of the teacher's tentative area of assignment at least 30 **calendar** days before the scheduled date of return.

(7) A teacher who returns from an extended leave of absence shall retain all previous experience credit, leave accrual and personal leave accumulated from previous years, but shall not accrue additional credit or leave for the period on leave of absence. Salary credit for teachers returning from an unpaid leave of absence shall be determined by following the procedures set forth in Section 5.5 of this Agreement.

(8) The parties agree that periods of time for which the teacher is on unpaid leave of absence shall not be counted in determining the completion of the probationary period.

(9) A teacher who is on extended leave under this section and who subsequently resigns shall receive those early retirement and/or severance benefits for which he/she is eligible, and which were in force at the time the leave was granted.

c) Applicable Federal and State Statutes. Other extended leaves of absence will be granted in accordance with all requirements of federal and/or state statutes (i.e. Federal Family and Medical Leave Act P.L. 103.3, 1993).

Section 8.5 Shared Positions:

a) Eligibility. Teachers who have been issued continuing contracts may request to share a teaching position as provided in this section. A teacher sharing a position shall retain membership in the Association and shall, therefore, be considered to meet the definition of "teacher" as set forth in Section 1.3.

b) Application and Return to Former Position. Those teachers wishing to share a position or renew a shared position agreement must make written application in the form of a letter to the Superintendent, or his/her designee, by February 1 in the year preceding the year during which the position is to be shared. A teacher who is in a shared position may elect to return to a position equal to the percent of a full-time position, held prior to the shared position, at the beginning of the next school year, by notifying the Superintendent in writing in the form of a letter by April 1.

c) Board Approval/disapproval. Application may or may not be approved and/or renewed on a yearly basis at the discretion of the Board. Notification of the decision by the Board will be provided to the teachers involved by March 15. The dates and times of duty and such other conditions as specifically defined for the shared positions must be stated in the application and may be considered by the Board in reaching a decision. The Board will consider the continued level of quality teaching in the School District in granting or not granting a shared position.

d) Insurance. A teacher who is sharing a position under the provisions of this section shall retain the right to continue group insurance coverage, e.g., health, dental, life, and L.T.D. insurance. The School District contributions to the premiums for these coverages shall be the same as if the teacher were not in the shared position during the first school year of shared time teaching only except that coverage for long-term disability will be based on the actual salary paid the teacher while in the shared position. If a teacher continues in a shared position beyond one (1) school year, insurance benefits will be pro-rated with the same coverage that applies to other part-time teachers. Teachers called back from unrequested leave to share a position shall be entitled to part-time fringe benefits as described in ARTICLE VI. Teachers sharing a position shall be immediately eligible for all fringe benefit improvements or new programs as they become effective.

e) Leaves. A teacher who is sharing a position shall retain all leave previously accrued. Additional leave shall be accrued on a pro-rated basis according to the number of days on duty.

f) Tax-Sheltered Annuity. The School District contribution to the tax-sheltered annuity program shall continue as provided in this Agreement; however, the School District contribution will be based on the salary actually paid to the teacher rather than the scheduled salary.

g) Early Retirement Incentive Pay. A teacher who is sharing a position shall gain service credit for early retirement incentive pay during the first year as if the teacher were not in a shared position. However, if a shared assignment is continued in subsequent years, the years of part-time service will be pro-rated in calculating eligibility.

h) Duty Days. When the school year is split into two (2) parts under a shared-time arrangement, the teacher teaching the 1st part must be on duty three (3) days during pre-school workshops and, for continuity of instruction, the teacher teaching the 2nd part must spend three (3) days with the teacher being replaced during the final two (2) weeks of the 1st semester.

i) Salary. The amount of pay for a teacher sharing a position shall be pro-rated on a daily basis, except that, if the sharing is done on a semester basis, each teacher will receive 50% of his/her annual salary for the appropriate step of the salary schedule. The teacher may elect to receive complete payment during the period of duty.

j) Placement on the Salary Schedule. Placement on the salary schedule for a teacher sharing a position shall be the same as if the teacher were not sharing a position. For each school year in a shared position, a full step will be granted for salary schedule advancement, provided that the teacher serves full-time for one (1) semester or the equivalent. Experience credit of less than one (1) semester or the equivalent will be pro-rated.

k) Position of Association. The Association agrees that it will not support any action by a part-time teacher to claim fringe benefits equal to those granted to teachers in a shared teaching assignment or by any teacher(s) not granted a shared assignment.

l) Professional Development Days. Teachers involved in a shared position shall attend School District-wide professional development days at the request and in consultation with their supervising principal. Teachers must submit a time card to their supervising principal and will be paid at their daily rate for additional time above their contracted days. A maximum of five (5) days per shared position (not per teacher) shall be used in this manner each year.

Section 8.6 Retirement Credit: When leaves of absence are granted for military, sabbatical, teacher mobility (extended leave or part-time teaching), shared time, medical or other approved ventures, the School District will file the appropriate form with the Teacher Retirement Association. If the teacher desires to purchase retirement credit during the leave and state regulations permit such payment, payment arrangements will be made directly with T.R.A. by the teacher, or by the School District as a payroll deduction, depending on the type of leave.

Section 8.7 Experience Credit for Teaching During Leave of Absence: Any teacher on an approved leave of absence, other than sabbatical or military leaves, who expects to be granted experience credit for teaching in another school system, must receive written, prior approval from the Superintendent. This requirement does not apply to teachers on unrequested leave.

ARTICLE IX

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 9.1 Purpose: This article has been agreed upon by the School District and the Association pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not be applicable to any teacher included in the appropriate unit.

Section 9.2 Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

a) "Subject Matter Area." For seniority purposes, School District-wide coordinators teaching more than 50% of full-time will be considered as teachers of the subject matter area most closely related to their current assignments.

b) "Qualified" The word "qualified," shall mean a teacher who has a current license in his/her major or special field as defined by the State Board of Teaching and 1) has successfully taught 1 or more years of such subject matter within the past five (5) years in the School District, or 2) has successfully taught such subject matter or field a majority of his/her teaching assignment for two (2) or more years as a full-time teacher in the School District, or 3) has completed, within the past five (5) years, or within a time period as mutually agreed between the teacher and Superintendent, a program of coursework approved in advance by the School District designed to ensure current competence to teach in the field. (Approval by the School District after completion of the coursework shall be sufficient for courses commenced prior to the effective date of alternative 3.)

c) "Subject Matter or Field." The term, "subject matter or field," shall mean the content of a specific area or field for which a license issued by the State of Minnesota is required.

d) "Seniority." Seniority is based on actual teaching by continuing contract, qualified teacher. The seniority date is the Board meeting date following the date when the teacher signed his/her initial individual teaching contract with the School District unless the Superintendent has been authorized by the Board to hire teachers (e.g., after August Board meeting), and the seniority date then is the date the teacher signs the individual teaching contract. If said date cannot be determined, the 1st day of actual teaching service shall control. Said service must be continuous and unbroken teaching employment with the School District, and shall include those teachers who are on Board-approved leaves but shall exclude probationary teachers, and substitute teachers. The seniority date of a part-time teacher or a replacement teacher shall be the original date of hire if the teacher is hired subsequently on a full-time basis.

In determining the length of seniority, a teacher who is reinstated by action of the Board and the teacher, without interruption of regular service, shall retain his/her original seniority date. Full-time teachers who request and receive approval from the Board for part-time status shall retain full-time seniority rights under this Agreement. Requests for initiating or renewing part-time teacher assignments must be made annually by February 1, and the granting of renewal requests are solely within the discretion of the Board.

Section 9.3 ULA:

a) Terms. The Board may place on ULA for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective at the close of the contract year.

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

c) Placement. Teachers shall be placed on ULA in inverse order of seniority in the field or subject matter area in which employed. Among teachers whose position on the seniority list is tied, the School District shall select the teacher to be placed on ULA, based upon criteria including, but not limited to, performance, training, experience and skills in special assignments. No teacher shall be placed on ULA if any other qualified teacher with less seniority in the same field and subject matter employed is on staff, subject to paragraph f) below.

d) Affirmative Action Program. The provisions of this section shall not apply if they will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color or sex; and any person employed in an affirmative action program 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 such affirmative action program.

e) Seniority List. The School District shall prepare from its records a full-time seniority list of teachers teaching 75% and above and a part-time seniority list of teachers teaching less than 75%. Each list shall be maintained in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each teacher. For purposes of enacting bumping rights in Section 9.4 Bumping Rights, a teacher on the full-time seniority list shall be more senior than a teacher on the part-time seniority list. Teachers added to the seniority lists who have identical seniority dates will be listed in the order of their lane placement as of their seniority date; the teacher placed on the highest lane will be listed first. The School District will provide one (1) copy of the seniority list to the Association before November 15 of each year.

Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) work days from the date of posting to supply written documentation, and request for seniority change to the Superintendent.

Within ten (10) days thereafter, the Board or its designee shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Board or designee deems warranted. A final seniority list revised and prepared by the Board or its designee shall be binding on the School District and any teacher. Each year thereafter the Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or new employees. Such yearly revised list shall govern the application of the ULA section until thereafter revised.

f) Years of Service. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation. Such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave. Credit will not be given for teaching experience while a teacher is on ULA.

Section 9.4 Bumping Rights: Any teacher proposed to be placed on ULA (whether or not a member of the Association) may elect to displace a teacher lower on the seniority list who is employed in a position for which both are qualified. The School District shall enact the placement of a more senior teacher and the displacement of a more junior teacher, when appropriate, through implementation of the criteria established in this agreement. Bumping rights may only be exercised by a written notice to the office of the appropriate building principal and the Superintendent within ten (10) duty days from the date of the notice of proposed placement on ULA, or of the sending of the notice if the teacher next in line is on Board-approved leave. Any teacher so displaced shall be proposed to be placed on ULA and shall be so notified in writing.

In the event that a tie exists after the criteria in 9.3e) relative to full-time and part-time seniority lists and lane placement have been followed, the following procedure will apply:

- (1) the teacher having the higher step placement on the salary schedule shall be the more senior;
- (2) if a tie still exists, the teacher having the greater number of teaching license areas shall be the more senior;
- (3) if a tie still exists, the teacher having the greater number of years of service in the teaching area being reduced shall be more senior.

Section 9.5 Reinstatement/Recall: Except as otherwise provided in this section, no teacher shall be employed by the School District in a full-time or part-time position while a senior teacher who is properly qualified to fill the vacant position is available on ULA. A teacher placed on ULA shall be recalled, as positions become available, to the full-time or any part-time position for which such teacher was qualified at the time of placement on ULA. Reinstatement shall be in the inverse order of placement on leave; the last qualified teacher placed on ULA shall be the first recalled. Notice of recall by the School District shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher to the personnel manager of the School District. Teachers on ULA are responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article. If notice of recall is given to any teacher on or after July 1 of any school year, such teacher shall have the right to defer the effective date of return to actual teaching service until the beginning of the next school year. Any teacher accepting recall shall notify the School District of such acceptance in writing, including notification of any election to defer the effective date of return to actual teaching service, within fifteen (15) days after the date of mailing of the notice of recall. The School District shall fill the vacant position from the licensed teachers remaining on ULA. After exhaustion of the list of qualified teachers, the School District shall be free to fill the vacant position from any source. Full-time teachers on ULA and full-time teachers who have accepted recall to part-time positions will be offered part-time and full-time positions as they become available. No full-time teacher on ULA shall be required to accept recall to a less-than-full-time position. If a less-than-full-time position is accepted by a full-time teacher, such acceptance shall not affect the teacher's right of recall to a full-time position if such position becomes available. The School District shall be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 9.6 Termination of Rights: A teacher's seniority, ULA, and recall rights, if any, shall terminate upon the earliest of the following events:

- (1) resignation;
- (2) retirement;
- (3) discharge;
- (4) failure to return at the expiration of a leave of absence;
- (5) failure to file a written statement requesting reinstatement with the School District by April 1 of any year;
- (6) failure to give written notification to the School District accepting recall or rejecting the same including written notification of any election to defer the effective date of return to actual service within fifteen (15) days following notice of recall;
- (7) the expiration of five (5) years from the effective date of placement on ULA without recall.

Section 9.7 Realignment: Nothing in this article, for purposes of placement on or recall from ULA, shall require the School District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the School District to assign a senior teacher to a substantially different program level assignment. "Substantially different program level assignment" shall mean an assignment between kindergarten through grade 5, grade 6 through grade 8, and grade 9 through grade 12. In addition, at the primary-elementary level, "substantially different program level assignment" shall mean an assignment between two (2) non-contiguous grades unless the teacher has taught the grade within the past five (5) years.

ARTICLE X

RETIREMENT AND SEVERANCE PAY AND RETIREE INSURANCE

Section 10.1 Statutory Authority: The parties have agreed upon the following standards and procedures for the implementation of a program of retirement pay pursuant to M.S. 122A.48 and M.S. 465.72.

Section 10.2 Teachers Eligible for Retirement Pay: A teacher, hired prior to July 1, 2003, will be eligible for retirement pay only if the following standards are met:

(1) the teacher, as defined in Section 1.2, must have completed at least 20 years of full-time service, as defined as 75% or more as a teacher working for the School District or 25 years of total service as a teacher with at least 15 years of School District service. For purposes of this article, "part-time service" is defined as less than 75% and will be accrued on a continuous, annual basis, to calculate the teacher's full-time service equivalency. The sum of part-time FTE's shall be multiplied by .80 to calculate full-time service. For purposes of this article, "service" is defined as actual teaching, sabbatical leaves and required military service, but shall not include other extended leaves as defined in ARTICLE VIII, Section 8.3;

(2) the teacher must be in an active full-time teaching assignment in the final year of service unless on shared-time, or a Board-approved leave of absence, or he/she is a teacher who volunteers and is reduced from full-time to part-time service;

(3) the teacher must have attained at least the age of 55 years as of June 30 of the school year in which an application is made;

(4) the teacher must submit a written application for retirement pay to the Superintendent by February 1, unless arranged otherwise by February 1 with the Superintendent, including a notice of resignation as of the end of the school year if the application for retirement pay is approved. Unless extenuating circumstances exist, as determined by the School District, a retirement application will not be considered for dates other than the end of the school year;

(5) the Board shall act on the application for retirement pay and the notice of resignation at its first regular meeting occurring on or after February 10, unless otherwise requested by the teacher and agreed by the School District;

(6) no retirement pay will be paid to any teacher who has been discharged by the School District.

Section 10.3 Retirement Pay: Salary on which retirement pay is calculated shall be daily base pay, as described in Section 5.7, for the nine (9) month school year and shall not include additional stipends paid for extra-curricular, extended contracts, 6th assignments, summer school teaching, etc., during the final year of service. For teachers on shared-time, and Board -approved leaves, and for those who volunteer and are reduced from full-time to part-time service, the retirement incentive pay will be based on the salary paid during the last year of full-time service or last year of part-time service, whichever is greater.

A teacher whose application for retirement pay is approved by the Board will be paid the sum of the following components:

(1) the amount paid for the sick leave component, a teacher will be paid the daily rate of pay times 60 days;

(2) the teacher will receive a wellness payment of \$80/day for each day of accumulated basic leave above 60 days, but not less than 50 days.

(3) in addition to the sick leave component and wellness payment, a teacher will be paid at the daily rate of pay times the number of additional days according to the following schedule:

Retirement date	Sick Leave Pay into 403(b)
June 30, 2024	11 days with less than 25 yrs; 9 days at 25-29 years; 7 days at 30+
June 30, 2025	9 days with less than 25 yrs; 5 days at 25-29 years; 1 days at 30+
June 30, 2026	7 days with less than 25 yrs; 1 days at 25-29 years;
June 30, 2027	5 days with less than 25 yrs;
June 30, 2028	3 days with less than 25 yrs;
June 30, 2029	1 days with less than 25 yrs;

(4) any residual retirement pay benefits owed at the death of the retired teacher shall be made to such teacher’s designated beneficiary or estate.

Section 10.4 Retirement Appropriation:

a) Appropriations amount(s). The School District, in order to assure the availability of funds for the early retirement program, will appropriate \$175,000 in 2023-24 and 2024-25 in its account designated for this purpose.

Should the appropriation be insufficient to cover the cost of those teachers applying for retirement pay, the amount available will be pro-rated among the retirees based upon each teacher's retirement pay amount as it relates to the total retirement pay due all retirees. Any balance due will be paid from the following year's allocation with a corresponding reduction in the appropriated amount for that year.

b) Board Discretion. Depending upon funds available and other circumstances, nothing in this section shall prevent the School District from permitting payment of retirement beyond the appropriated amounts established for a given year. The parties agree that such action will not constitute a precedent for future requests beyond the appropriated amounts.

Section 10.5 Payment: The Board will determine the manner and method of payment, based upon the expressed desires of the teacher, and the financial condition of the School District.

Section 10.6 Method of Payment for Retirement Pay: Any retirement and severance payments due under this article will be paid into the retiree’s 401(a) and/or 403(b) account subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations, and orders of state and federal government agencies.

Section 10.7 Retiree Health Insurance Contributions for Full-Time Teachers Hired Before July 1, 2003:

a) Group Coverage. Teachers, eligible under Section 10.2, who apply and receive retirement pay in accordance with the provisions of this article, shall be eligible to remain in the School District-approved group health insurance program within the limits of contract coverage provided by the insurance companies. The designated health insurance companies are subject to change within the limits of governing law.

b) Premium Contribution. The monthly School District premium contribution shall be the equivalent to the cost of full single coverage of the highest cost plan that is provided to eligible teachers actively at work, not to exceed \$1,600 per month.

c) Health Care Savings Plan Contribution: For a retired teacher not enrolled in the School District health insurance plan, the district shall remit a monthly contribution into the Minnesota Post Retirement Health Care savings plan in an amount equal to \$1,283 for those teachers retiring in 2023-24 and \$1,325 for those teachers retiring in 2024-25. The dollar amount will remain constant.

d) Duration. These benefits shall continue for ten (10) years, age eligibility for Medicare, or death, whichever comes first. If one (1) or more persons are on the plan besides the retiree and the retiree dies before ten (10) years or age eligibility for Medicare, whichever comes first, the School District premium contribution will continue for one (1) year.

e) Insurance continuation. Teachers who are eligible for or are receiving an annuity from TRA shall be eligible to remain in the School District-approved group hospitalization and medical insurance and dental insurance programs as required by M.S. 471.61 Subd. 2b.

f) Deposit to Minnesota Post Retirement Health Care Savings Plan. The School District will deposit an amount equivalent to 30 (thirty) days into the Minnesota Post Retirement Health Care Savings Plan. The daily rate amount will be calculated consistent with the daily rate amount as defined within this section.

Section 10.8 Retiree Health Insurance Contributions for Full-Time Teachers Hired After July 1, 2003 and Before June 30, 2017: Teachers meeting retirement eligibility standards in Section 10.2 (1), 10.2 (2), 10.2(3) and 10.2(4) will receive the following health insurance benefits upon retirement:

(1) the teacher may remain in the District's existing group health insurance program indefinitely as required by M.S. 471.61;

(2) the teacher will be eligible for ½ of the School District's full cost of the most expensive single insurance coverage at the time of the teacher's retirement, not to exceed \$800 per month; the dollar amount will remain constant and the teacher must pay the difference in premium cost monthly, in advance, and on such dates as determined by the School District;

(3) in addition, the District shall contribute a monthly amount for each eligible teacher to be used to supplement the insurance premiums provided by the School District in this Section. The amount will be equivalent to the number of unused sick days over 60 to a maximum of 260 days at the rate of \$90 per day divided by the number of months until such time as the employee reaches medicare-age eligibility, not to exceed 10 (ten) years.

(4) Health Care Savings Plan Contribution: For a retired teacher not enrolled in the School District health insurance plan, the district shall remit a monthly contribution into the Minnesota Post Retirement Health Care savings plan in an amount equal to the sum of \$641.50 for those teachers retiring in 2023-24 and \$662.00 for those teachers retiring in 2024-25 and the amount as calculated in paragraph (3) above.

(5) Duration: School District contributions toward retiree health insurance coverage and contributions toward the Health Care Savings Plan will continue for 10 years or age eligibility for Medicare, whichever is earlier.

Section 10.9 Retiree Health Insurance Participation for Teachers Hired After July 1, 2017: Teachers hired to the district after July 1, 2017 may remain in the District’s existing group health insurance program at their own expense indefinitely as required by M.S. 471.61;

As teachers hired to the district after July 1, 2017 are not eligible for a retiree health insurance contribution, teachers will be eligible to participate in the “School District Matching 403(b)/457 Retirement Benefit Plan” as provided in M.S. 356.24 Subd. 1(5)ii., subject to the provisions contained in Section 10.12 and will also be eligible to receive a annual contribution to the Minnesota State Retirement System Health Care Savings Plan in Section 10.11.

Section 10.10 Health Care Savings Plan Contribution: The district shall remit an annual contribution of \$480 into the Minnesota Post Retirement Health Care savings plan for full time teachers who have achieved continuing contract status (tenure) and were hired after July 1, 2017.

Section 10.11 Matching 403(b)/457 Retirement Benefit Plan for Full-Time Teachers Hired After July 1, 2003 and before June 30, 2017: Teachers who have achieved continuing contract status (tenure) may participate in the “School District Matching 403(b)/457 Retirement Benefit Plan” as provided in M.S. 356.24 Subd. 1(5)ii., subject to the provisions contained in this section.

a) School District Contribution. The School District will pay a matching contribution of up to 1.0% of teacher’s salary. The contribution by the School District will be calculated on the teacher’s basic salary, including extended contract pay, but shall not include extra-curricular, coordinator, 6th assignments, or other additional stipends. Full matching of the School District contribution by the teacher is required for participation in the program.

b) School District Maximum Contribution. The School District maximum lifetime contribution under this section shall be no more than \$25,000 per eligible teacher.

c) Provisions. All provisions of the “School District matching 403(b)/457 Retirement Benefit Plan” are subject to applicable state and federal laws and tax codes, and the provisions of “School District Matching 403(b)/457 Retirement Benefit Plan” shall have no effect on or relationship to the tax shelter annuity program described in Section 6.6.

Section 10.12 Matching 403(b)/457 Retirement Benefit Plan for Full-Time Teachers Hired After July 1, 2017: Teachers who have achieved continuing contract status (tenure) may participate in the “School District Matching 403(b)/457 Retirement Benefit Plan” as provided in M.S. 356.24 Subd. 1(5)ii., subject to the provisions contained in this section.

a) School District Contribution. The School District will pay a matching contribution of up to 1.0% of teacher’s salary. The contribution by the School District will be calculated on the teacher’s basic salary, including extended contract pay, but shall not include extra-curricular, coordinator, 6th assignments, or other additional stipends. Full matching of the School District contribution by the teacher is required for participation in the program.

b) School District Maximum Contribution. The School District maximum lifetime contribution under this section shall be no more than \$30,000 per eligible teacher.

c) Provisions. All provisions of the “School District matching 403(b)/457 Retirement Benefit Plan” are subject to applicable state and federal laws and tax codes, and the provisions of “School District Matching 403(b)/457 Retirement Benefit Plan” shall have no effect on or relationship to the tax shelter annuity program described in Section 6.6.

Section 10.13 Employer Contribution Toward Health Reimbursement Account: Effective July 1, 2023, for continuing contract teachers hired after July 1, 2017, the District will contribute \$480 annually to a Minnesota State Retirement System’s Health Care Savings Plan. There shall be no retroactive payments for years of service between 2017 and 2023. The initial contribution for teachers achieving continuing contract status in the District, will be made at the end of the first full year as a continuing contract teacher.

ARTICLE XI

EARLY CHILDHOOD EDUCATION TEACHERS

Section 11.1 ECE Teachers Application of Agreement: This Article shall apply to Early Learning Pre-School, Pre-Kindergarten, and Early Childhood Family education (ECFE) teachers, collectively referred to as ECE teachers. The employment of ECE teachers is market-driven and financed in part through user fees and tuition; and accordingly, requires particular consideration in the Agreement.

Section 11.2 Licensure: Teachers under this Article must hold a valid license as defined by the Professional Educator Licensing and Standards Board (PELSB) to perform the particular service for which the teacher is employed by the District.

Section 11.3 Probationary Period: ECE teachers shall be considered probationary for a period of time as defined in Minnesota §122A.40. Teachers hired prior to July 1, 2023 shall serve a probationary period of three (3) years according to Minnesota §122A.40, commencing with the 2023-2024 school year. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECE teacher, and the ECE teacher shall have no recourse to the grievance procedure.

Section 11.4 Seniority: Seniority is based on actual teaching under Continuing Contract status, as a qualified teacher, in accordance with Section 9.2, Subsection d) of the Master Agreement.

Section 11.5 Licensure: All probationary teachers must retain all fields of licensure from the date of hire or receive prior written approval from the Superintendent to drop any part of such licensure. Upon mutual, written agreement of both parties, in letter form signed by both parties, with mutually agreed timelines, pursuit of master’s degree will take precedence over this requirement but, in no case, will be precedent setting.

Section 11.6 Levels of Training: All levels of training recognized by the District for placement on the ECE Salary Schedule must be germane to the teacher’s employment and teaching responsibilities, as determined by the Executive Director of Human Resources.

Section 11.7 Initial Placement on Salary Schedule: Initial placement on the ECE Salary Schedule shall be made according to a teacher’s educational status according to official transcripts and experience in ECE positions comparable to the position being offered by the District. Placement will ultimately be determined by mutual agreement between the individual teacher and the School District. Effective July 1, 2023, employees hired prior to July 1, 2023, shall be placed in the Lane (BA, BA+20, MA) on the ECE Salary Schedule commensurate with their education level, and at the

step containing the hourly wage that is closest, but in no case lower than 2.5% of their hourly wage plus \$1.00 per hour over their hourly wage for the 2022-2023 school year.

Section 11.8 Step Advancement: A teacher may advance one (1) step for each full school year of employment, “full year” defined as completing 75% or more of the preceding school year, at an average of twenty (20) or more hours per week, until the top numerical step of the ECE Wage Schedule for each year of service until reaching Step 10.

Section 11.9 ECE Wage Schedule:

	<u>2023-2024</u>			<u>2024-2025</u>		
	BA	BA+20	MA	BA	BA+20	MA
Step 1	\$28.00	\$28.50	\$29.00	\$28.88	\$29.80	\$30.09
Step 2	\$28.77	\$29.28	\$29.47	\$29.55	\$30.25	\$30.55
Step 3	\$29.21	\$29.73	\$29.92	\$30.00	\$30.54	\$31.54
Step 4	\$29.66	\$30.18	\$30.37	\$30.65	\$31.00	\$32.02
Step 5	\$30.11	\$30.47	\$30.83	\$31.32	\$31.96	\$32.51
Step 6	\$30.57	\$30.93	\$31.30	\$31.80	\$32.50	\$33.00
Step 7	\$31.03	\$31.40	\$31.78	\$32.36	\$32.83	\$33.10
Step 8	\$31.50	\$31.88	\$32.26	\$32.83	\$33.20	\$33.65
Step 9	\$31.98	\$32.37	\$32.76	\$33.32	\$33.84	\$34.20
Step 10	\$32.47	\$32.86	\$33.50	\$34.31	\$34.60	\$35.00

Section 11.10 Levels of Training: All levels of training must be germane to the teacher’s employment responsibilities, as determined by the Superintendent. A teacher may appeal the Superintendent’s decision by presenting a written appeal to the Superintendent directly or through the appropriate administrator and/or designee of the Association. Such appeal must be made within one (1) year of the Superintendent’s initial decision. For purposes of determining initial placement of a teacher, definitions of training relative to salary schedule lanes in APPENDIX A and APPENDIX B shall be as follows:

- a. BA. A teacher who holds a bachelor’s degree with special preparation in the field of teaching and who is properly licensed as such by the State of Minnesota.
- b. BA + 20S. A teacher who holds a bachelor’s degree plus 45 quarter of 30 semester hours of training toward the completion of the 5th year program or the master’s degree;
- c. MA. A teacher who has completed one year of graduate work at an accredited college or university as defined in Section 5.17 (a) of this article and who has received a M.S., M.A., or M.Ed. degree.

Section 11.11 Lane Changes: Lane changes, within the structure of the ECE Salary Schedule may be made according to the procedures and the criteria established in Section 5.17 of the Master Agreement.

Section 11.12 Salary Deduction: All deductions for absences will be made on an hourly basis.

Section 11.13 Inadequate Performance: The School District may withhold step increments and lane changes, or any portion of them, in accordance with Section 5.2 of the Master Agreement.

Section 11.14 Regular Pay Period: Pay periods for all teachers shall be semi-monthly. Semi-monthly payments shall be made the 15th and 30th of each month except that payment will be on the last preceding business day if the 15th or 30th falls on a weekend or holiday.

Section 11.15 Eligibility and Conditions for Group Insurance Coverage: Eligibility for participation is defined as any ECE teacher working an average of twenty (20) hours or more per week, during the regular school year, proportionate to their employment. Eligible teachers may receive School District contribution for the insurance benefits according to the provisions established in this article, for: a) medical, b) dental, c) term life, and d) long-term disability (L.T.D.).

1. The School District shall select the insurance carrier and policy as provided by law.
2. The School District shall contribute a sum equal to the annual cost for single Plan C, for employees covered by this Article. The contribution per employee is determined by dividing the employee's projected annual work hours for the forthcoming year by 2080 hours, and multiplying that figure by the annual cost of single Plan C. The contribution for new employees will be based on the projected annual work hours as determined by their initial job offer letter and adjusted annually according to the projected annual work hours for the forthcoming year.
3. Any teacher working full-time, year-round, on January 1, 2024, will continue to receive the same insurance contribution as granted by their existing letter of assignment or contract on that date, as long as they maintain their full-time status (.75 FTE or more). Full-time status may be accomplished through a combination of positions that exist under Community Education programming. If a full-time, year-round teacher drops to less than full-time, then the benefit provided by their former letter of assignment or contract will be waived and they shall become eligible only for the health insurance benefit described in Paragraph 2) of this Section. This paragraph will be considered null and void at that time.
4. A teacher whose full-time status, according to Paragraph 3), is being reduced below .75 FTE, shall be notified no later than August 15 of the change.
5. Employees may purchase dental insurance through the District by payroll deduction at the full premium cost.
6. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
7. Teachers working fewer than an average of 20 hours weekly are not eligible for participation in School District insurance plans.
8. In accordance with the respective member's School District salary, the School District shall provide long term disability insurance for each employee who qualifies for the School District's long term disability plan. Premiums shall be paid in full by the School District. Benefits shall be paid in accordance with the terms of the existing insurance policy.
9. The School District shall provide a life insurance policy, for the value set forth in the policy, for each employee as defined in Section 11.1.

10. Claims against the School district: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefit by an insurance carrier.
11. An employee is eligible for School District contribution as long as the employee is employed and on paid status by the School district. Upon termination of employment, all district contribution shall cease immediately.
12. An ECE teacher who does not elect to participate in group insurance coverage shall not be eligible for any other form of District contributions.
13. Teachers who have fulfilled all job responsibilities and have completed a full year of teaching service shall receive a full year (September through August) of benefits. For a full-time teacher on sick leave or medical leave who is disabled as defined in the L.T.D. insurance contract, the School District will continue to pay the amount of its contribution for the medical insurance premium for the first year of disability.

Section 11.16 Employer Contribution Toward Health Reimbursement Account: Section 10.13 of the Master Agreement shall apply to teachers covered under this Article.

Section 11.17 Tax Sheltered Annuity: Employees covered by this Article are eligible to participate in a 457 or 403(b) tax sheltered annuity (TSA) plan. A TSA plan is a tax-deferred retirement program that permits an employee to reduce his or her compensations on a pre-tax basis (a "deferral") and have the deferral deposited into an account that the employee sets up with a District-approved vendor.

Section 11.18 ECE Teacher Duty Days: The Director of Community Education, in consultation with the Superintendent, shall determine the number of ECE school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the Superintendent and the Director, including those legal holidays on which the Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. Any changes in the school calendar will be done in accordance with established meet and confer procedures. The School District recognizes the right of the Association to meet and confer regarding the number of teacher duty days and their placement on the school calendar.

Section 11.19 Sick Leave: All employees qualifying under this Article shall earn sick leave at the rate of one hour of sick leave will be earned for each thirty (30) hours of time worked. Annual sick leave shall accrue at the beginning of the school year for each employee according to the projected number of annual hours.

To use sick leave, employees must use a District-approved leave system to report the need for leave. Such system may require a voice mail, phone call, or email to an employee's supervisor no later than 6:00 a.m. on the morning of the absence, unless emergency circumstances are present. The District reserves the right to require substantiation of any illness. Sick leave may be used according to Minnesota law.

Paid sick leave is not available during the term of any unpaid leave of absence. No accumulated sick leave days will be paid to the Employee upon termination of employment with the District.

Section 11.20 Holidays: Teachers qualifying under this Article shall receive five (5) paid holidays that fall during their regular work year.

- a. Teachers will be paid for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day. Each paid day shall be equal in hours to the teacher's typical scheduled work day.
- b. Any teacher working full-time, year-round, on January 1, 2024, will continue to earn the same paid holidays and vacation days as granted by their existing letter of assignment or contract on that date, as long as they maintain their full-time status (.75 FTE or more). Full-time status may be accomplished through a combination of positions that exist under Community Education programming. If a full-time, year-round teacher drops to less than full-time, then the benefits provided by their former letter of assignment or contract will be waived and they shall become eligible only for the paid holidays identified in Paragraph a) of this Section. This paragraph will be considered null and void at that time.
- c. A teacher whose full-time status, according to Paragraph b), is being reduced below .75 FTE, shall be notified no later than August 15 of the change.

Section 11.21 Personal Leave: Teachers qualifying under this Article shall earn Personal Leave time at the rate of one (1) day per work year. The day shall be equal in hours to the teacher's typical scheduled work day.

Section 11.22 Master Agreement Exceptions: The following Articles and Sections of the Master Agreement do not apply to ECE Teachers:

1. Section 4.3, 4.4
2. Article V, except Section 5.2, 5.8 and Section 5.17
3. Article VI
4. Article VII, except Section 7.8
5. Article VIII, except Section 8.2 and Section 8.4
6. Article X

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1 Printing and Distribution of Master Agreement: Copies of this Agreement shall be posted on the staff intranet within 30 calendar days after the Agreement is signed. The School District shall furnish an electronic copy of the Master Agreement to the Association for its use.

Section 12.2 Use of Teachers' Vehicles: Teachers who may be required to use their own vehicles in the performance of their duties, including approved business of the School District, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel. The teacher will be reimbursed upon written request to, and written approval by the teacher's supervising principal using the mileage reimbursement form provided in each building office. Reimbursement will be made at the current rate allowed by the Internal Revenue Service for business mileage, with the effective date for change in rate being when the I.R.S. announces a rate change. Reimbursement shall apply to all approved business driving done between arrival at the 1st location at the beginning of the teacher's workday, provided, however, that if the distance from the teacher's home to the 1st location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her home base school, he/she shall be reimbursed for the difference in mileage.

Teachers will not be required to transport students in privately owned vehicles.

Section 12.3 Money Owed to the School District: If a teacher incurs a debt to the District by accepting an overpayment, incurring a negative lunch account balance, or by any other means, the District must notify the teacher in a timely manner of the amount owed by the teacher. The District may automatically deduct an amount not to exceed \$100 from the teacher's final payroll deposit for the year. For debts exceeding \$100, a payment plan must be arranged with the Director of Business Services.

Section 12.4 Substitute Teachers: The School District shall endeavor to maintain an adequate list of substitute teachers.

Substitute teachers covered by this Agreement who are hired for 30 consecutive days up to 86 consecutive days for the same teacher shall be paid the beginning B.A. step rate per day and shall not be eligible for benefits under this Agreement. A full-time substitute teacher who is hired for 87 consecutive days or more will be placed on the salary schedule and will be eligible for the same benefits afforded to other full-time teachers.

ARTICLE XIII

STRIKES AND LOCKOUTS

Section 13.1 No Strikes: Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not directly or indirectly, engage in or assist in any strike, pursuant to the PELRA.

ARTICLE XIV

GRIEVANCES AND ARBITRATION

Section 14.1 Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement over the application of terms and conditions of employment as defined by this Agreement and the PELRA, and any claim that teacher has been subjected to disciplinary action without just cause.

Section 14.2 Representation: The teacher, administrator, or School District 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 14.3 Definitions and Interpretations:

a) Extension. Time limits specified in this Agreement may be extended by mutual written agreement.

b) Time Limits. Time limits established in Article XIV, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

c) Filing and Postmark. The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period. All such mail must be delivered as certified or registered mail.

Section 14.4 Consolidation of Grievances: The grievances of two (2) or more teachers signed by each may be consolidated by mutual consent of the grievant and the School District.

Section 14.5 Association Grievances: The Association may initiate a grievance which involves its prescribed duties as set forth in this Agreement.

Section 14.6 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is received by the School District's designee within 30 calendar days after the date the event is alleged to have occurred, on a copy of the "Teacher Grievance Form" in APPENDIX D with at least the following information completed: section of the Agreement allegedly violated, date of alleged violation, remedy sought, date of grievance submission, and name(s) and signature(s) of the grievant(s).

Failure to file any grievance within the 30 calendar day period shall be deemed a waiver thereof. Any grievance disputing the teacher's step or lane placement on the salary schedule for a school year must be filed on or before the last teacher duty day of that school year. Failure to file a grievance with respect to step and lane placement within such time period shall bar the teacher's salary claim for that or any previous school year. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher(s) and the School District's designee.

Section 14.7 Adjustment of Grievance: The School District and the teacher(s) shall attempt to adjust all grievances which may arise during the course of employment of any teacher(s) within the School District in the following manner:

a) Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

b) Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is received in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent, or his/her designee, must, with the Association, set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

c) Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is received in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report the findings and recommendations to the Board. The Board shall then render its decision.

Section 14.8 Board Review: The Board reserves the right to review and revise any decision issued under Level I or Level II of this procedure provided the Board or its representative notifies the parties of the intention to review within 20 days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

Section 14.9 Denial of Grievance: Failure of the 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(s) may appeal it to the next level. A written response of the denial will be issued to the grievant(s) upon request.

Section 14.10 Arbitration Procedures: The Association or an individual teacher may appeal to arbitration any grievance which has been properly appealed to the Board and which remains unresolved following the decision of the Board. If the grievant is filing individually, a letter from the Association shall be submitted to the Superintendent with the request, stating that the alleged grievance has been reviewed by the Association and that the Association does not support the grievance.

a) Request. A request to submit a grievance to arbitration must be in writing, plainly marked as follows:

“REQUEST TO ARBITRATE GRIEVANCE”

Date of action resulting in the alleged grievance for which this arbitration request is submitted.

Date this arbitration request is submitted.

Association member allegedly aggrieved.

Such request must be filed in the office of the Superintendent, signed by the aggrieved party (ies) and the Association, or by the aggrieved party only if the grievant is filing individually, within ten (10) days following the decision in Level III of the grievance procedure. If the grievant is filing individually, a letter from the Association shall be submitted to the Superintendent with the request, stating that the alleged grievance has been reviewed by the Association and that the Association does not support the grievance.

b) Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

c) Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties will seek a list of arbitrators from the Bureau of Mediation Services. The parties will strike names from the list provided unless they mutually agree to seek another list. The name remaining after the striking process will be the arbitrator. The request for the list of arbitrators must be made within ten (10) days after the request for arbitration. The request will be made to the arbitrator to arrange a mutually agreeable time to meet within 30 days after the receipt of his/her appointment. Failure to request an arbitration within the timelines will constitute waiver of the grievance.

d) Submission of Grievance Information.

(1) upon appointment of the arbitrator, the appealing party(ies) shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

- (i) the issues involved,
- (ii) statement of the facts and dates,
- (iii) position of the grievant.
- (iv) the written documents relating to Sections 14.5 and 14.6 above.

(2) The School District shall make a similar submission of information relating to the grievance within ten (10) days after receiving notice of appointment of the arbitrator.

e) Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and 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 issue before the arbitrator. The proceeding before the arbitrator shall be a hearing from the beginning.

f) Decision. The decision by the arbitrator should be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for the PELRA.

g) Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall equally share fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid for by the requesting party.

h) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the Board to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

i) Election of Remedies for Teachers. If a grievant(s) is electing the grievance procedure, this procedure must be used first. If a teacher(s) seeks redress of a grievance through means other than stated Agreement procedures, such action shall immediately waive the right to pursue the matter further under grievance procedures outlined in this article.

ARTICLE XV

DURATION OF AGREEMENT

Section 15.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification, until it expires, and thereafter until modifications are made pursuant to the PELRA. The parties mutually agree that negotiations shall commence no earlier than April 1 prior to the expiration of this Agreement each negotiation year.

Section 15.2 Effect: This Agreement constitutes the full and complete Agreement between the School District and Association. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 15.3 Finality: Pursuant to M.S. 179A.20, Subd.3., any matters relating to the current Agreement term whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement except after April 1 referred to in Section 15.1 above.

Section 15.4 Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For:

For:

the ASSOCIATION

the SCHOOL DISTRICT

President

Board Chair/Chairperson

Secretary

Board Clerk

Chief Teacher Negotiator

Chief Board Negotiator

Dated this 11th day of March, 2024

Dated this 11th day of March, 2024

**SALARY SCHEDULE
2023-2024**

STEP	BA	BA+10S	BA+20S	BA+30S	BA+40S	MA	MA+10S	MA+20S	MA+30S	MA+40S	ED.S/Ph.D
1	48,064	49,350	50,929	52,508	54,087	56,245	57,823	59,402	60,980	62,560	64,138
2	49,266	50,584	52,202	53,821	55,439	57,651	59,269	60,887	62,506	64,124	65,741
3	50,498	51,849	53,507	55,166	56,825	59,092	60,751	62,409	64,069	65,727	67,386
4	52,013	53,664	55,380	57,097	58,815	61,160	62,877	64,592	66,310	68,027	69,744
5	54,093	55,809	57,595	59,380	61,167	63,606	65,392	67,177	68,963	70,749	72,534
6	56,257	57,484	59,323	61,162	63,001	66,367	67,946	69,525	71,104	72,683	73,985
7	58,507	59,495	61,399	62,691	64,576	69,191	70,770	72,349	73,928	75,507	77,086
8	58,507	61,876	63,855	65,103	66,682	72,015	73,595	75,174	76,753	78,331	79,910
9	58,507	63,422	65,451	67,573	69,153	74,839	76,419	77,996	79,576	81,154	82,734
10	58,507	65,008	67,087	69,094	70,674	76,360	77,947	79,557	81,167	82,778	84,388
11	58,507	66,633	68,429	70,773	72,352	78,038	79,895	81,546	83,196	84,847	86,498
12	58,507	68,299	69,798	72,472	74,050	79,738	81,494	83,177	84,861	86,545	88,228
13	58,507	70,006	71,891	74,156	75,734	81,421	83,122	84,840	86,558	88,275	89,992
14	58,507	70,006	71,891	76,051	77,629	83,316	84,785	86,537	88,289	90,041	91,793
15	58,507	70,006	71,891	78,082	79,661	85,348	86,927	88,506	90,085	91,841	93,629
16	58,507	70,006	71,891	79,845	81,424	87,055	88,666	90,277	91,887	93,678	95,501
17	58,507	70,006	71,891	81,442	83,054	89,667	91,325	92,985	94,643	96,488	97,411
18	58,507	70,006	71,891	83,072	84,714	91,461	93,152	94,844	96,537	98,418	99,359
19	58,507	70,006	71,891	84,733	86,409	93,289	95,015	96,741	98,468	100,386	101,347
20	58,507	70,006	71,891	86,428	88,137	95,156	96,915	98,676	100,437	102,394	103,373

SALARY SCHEDULE 2024-2025

STEP	BA	BA+10S	BA+20S	BA+30S	BA+40S	MA	MA+10S	MA+20S	MA+30S	MA+40S	ED.S/Ph.D
1	49,266	50,583	52,202	53,820	55,439	57,651	59,269	60,887	62,505	64,124	65,742
2	50,497	51,848	53,507	55,166	56,825	59,092	60,750	62,409	64,068	65,727	67,385
3	51,760	53,145	54,845	56,545	58,246	60,570	62,269	63,969	65,670	67,370	69,070
4	53,313	55,005	56,764	58,524	60,285	62,689	64,448	66,207	67,968	69,728	71,488
5	55,446	57,204	59,035	60,865	62,696	65,197	67,027	68,857	70,687	72,517	74,347
6	57,664	58,921	60,806	62,691	64,576	68,026	69,645	71,263	72,882	74,500	75,834
7	59,970	60,982	62,933	64,258	66,190	70,920	72,539	74,157	75,776	77,394	79,013
8	59,970	63,423	65,452	66,730	68,349	73,816	75,435	77,053	78,672	80,289	81,908
9	59,970	65,007	67,088	69,262	70,881	76,710	78,329	79,946	81,565	83,183	84,802
10	59,970	66,633	68,764	70,822	72,441	78,269	79,896	81,546	83,196	84,847	86,498
11	59,970	68,299	70,140	72,543	74,160	79,989	81,892	83,585	85,276	86,969	88,660
12	59,970	70,006	71,543	74,283	75,901	81,731	83,531	85,256	86,982	88,708	90,434
13	59,970	71,757	73,689	76,010	77,628	83,456	85,200	86,961	88,722	90,482	92,242
14	59,970	71,757	73,689	77,952	79,570	85,399	86,905	88,700	90,497	92,292	94,088
15	59,970	71,757	73,689	80,035	81,652	87,481	89,100	90,718	92,337	94,137	95,969
16	59,970	71,757	73,689	81,842	83,460	89,232	90,882	92,534	94,184	96,020	97,889
17	59,970	71,757	73,689	83,478	85,130	91,909	93,609	95,310	97,009	98,901	99,846
18	59,970	71,757	73,689	85,149	86,832	93,747	95,481	97,215	98,950	100,879	101,843
19	59,970	71,757	73,689	86,851	88,569	95,622	97,391	99,159	100,929	102,896	103,881
20	59,970	71,757	73,689	88,589	90,340	97,535	99,338	101,143	102,948	104,954	105,958

APPENDIX B

COORDINATOR POSITIONS:		2023-2024	2024-2025	
District-Wide	Curriculum Coord.	2,856	2,927	
	Media Services	1,853	1,900	
	Music	1,853	1,900	
	Vocational	1,853	1,900	
Elementary	Grade Level - K	2,654	2,720	
	Grade Level - 1st	2,654	2,720	
	Grade Level - 2nd	2,654	2,720	
	Grade Level - 3rd	2,654	2,720	
	Grade Level - 4th	2,654	2,720	
	Grade Level - 5th	2,654	2,720	
	Grade Level - MAC	2,654	2,720	
	Sp Ed - ECH	1,853	1,900	
	Sp Ed -IS	1,853	1,900	
	Sp Ed - Schumann	1,853	1,900	
DEPARTMENT CHAIRPERSONS		2023-2024	2024-2025	
High School	Applied Academics	1,853	1,900	
	Fine Arts	1,853	1,900	
	Guidance	1,853	1,900	
	Health/Phy Ed.	1,853	1,900	
	Language Arts	1,853	1,900	
	Math	1,853	1,900	
	Science	1,853	1,900	
	Social	1,853	1,900	
	Special Education	1,853	1,900	
	Vocational Coord	1,853	1,900	
	World Language	1,853	1,900	
	Middle School	Applied Academics	1,853	1,900
		Fine Arts	1,853	1,900
Health/Phy Ed.		1,853	1,900	
Language Arts		1,853	1,900	
Math		1,853	1,900	
Science		1,853	1,900	
Social		1,853	1,900	
Special Education		1,853	1,900	
World Language	1,853	1,900		
CURRICULUM DEVELOPMENT/OTHER:		2023-2024	2024-2025	
LEVEL I	BA-BA+40	32.63	33.44	
LEVEL II	MA-MA+20	38.38	39.34	
LEVEL III	MA+30-PHD	43.53	44.62	

An amount of \$261 will be added to the base amounts for departments with 6 or more people for Elementary Coordinators, High School and Middle School Department Chairpersons.

APPENDIX C

CO-CURRICULAR					
ACTIVITY	FACTOR	2023-2024		2024-2025	
		0-3 YRS	4+ YRS	0-3 YRS	4+ YRS
High School					
Art Club*	10.5%	780	819	800	839
Auditorium Mgr.	21.0%	1,561	1,639	1,600	1,680
Class Advisor (11th grade)*	21.0%	1,561	1,639	1,600	1,680
Class Advisor (12 grade)*	10.5%	780	819	800	839
Competition Band/Choir+	10.5%	780	819	800	839
Debate Team+	38.0%	2,824	2,965	2,894	3,039
Debate Team Asst+	10.5%	780	819	800	839
DECA+	38.0%	2,824	2,965	2,894	3,039
DECA Asst+	21.0%	1,561	1,639	1,600	1,680
e-Sports+	38.0%	2,824	2,965	2,894	3,039
Fall Musical ^	86.0%	6,391	6,711	6,551	6,878
Fall Musical Asst^	38.0%	2,824	2,965	2,894	3,039
Honor Band/Choir*	10.5%	780	819	800	839
HS Band Assistant	38.0%	2,824	2,965	2,894	3,039
HS Band Lead	38.0%	2,824	2,965	2,894	3,039
HS Choir Assistant	38.0%	2,824	2,965	2,894	3,039
HS Choir Lead	38.0%	2,824	2,965	2,894	3,039
Jazz Ensemble*	53.0%	3,939	4,136	4,038	4,239
Link Crew Advisor	53.0%	3,939	4,136	4,038	4,239
Literary Magazine*	21.0%	1,561	1,639	1,600	1,680
Marching Pep Band+	38.0%	2,824	2,965	2,894	3,039
Math Team+	38.0%	2,824	2,965	2,894	3,039
Mock Trial+	21.0%	1,561	1,639	1,600	1,680
Music Listening+	21.0%	1,561	1,639	1,600	1,680
National Honor Society*	21.0%	1,561	1,639	1,600	1,680
Newspaper*	53.0%	3,939	4,136	4,038	4,239
One Act Play Asst^	10.5%	780	819	800	839
One Act Play^	21.0%	1,561	1,639	1,600	1,680
Quiz Bowl+	21.0%	1,561	1,639	1,600	1,680
Robotics+	21.0%	1,561	1,639	1,600	1,680
Science Team+	21.0%	1,561	1,639	1,600	1,680
Senior Project Advisor	53.0%	3,939	4,136	4,038	4,239
Solar Boat+	21.0%	1,561	1,639	1,600	1,680
Solo Ensemble-Band	10.5%	780	819	800	839
Solo Ensemble-Choir	10.5%	780	819	800	839
Speech	53.0%	3,939	4,136	4,038	4,239
Speech Asst+	10.5%	780	819	800	839
Student Government*	53.0%	3,939	4,136	4,038	4,239
Student Government Asst*	10.5%	780	819	800	839
Three Act Play^	53.0%	3,939	4,136	4,038	4,239

CO-CURRICULAR					
ACTIVITY	FACTOR	2023-2024		2024-2025	
Three Act Play Asst[^]	21.0%	1,561	1,639	1,600	1,680
Tri-M (Music Honor Society)*	21.0%	1,561	1,639	1,600	1,680
Unified Sports	53.0%	3,939	4,136	4,038	4,239
Writing Contest+	21.0%	1,561	1,639	1,600	1,680
Yearbook*	65.0%	4,831	5,072	4,952	5,198
<u>Middle School</u>					
Honor Band/Choir*	10.5%	780	819	800	839
Jazz Ensemble (6th Grade)*	21.0%	1,561	1,639	1,600	1,680
Jazz Ensemble (7/8th Grade)*	21.0%	1,561	1,639	1,600	1,680
Math Team (6th Grade)+	21.0%	1,561	1,639	1,600	1,680
Math Team (7/8th Grade)+	38.0%	2,824	2,965	2,894	3,039
MS Band Lead	17.0%	1,264	1,327	1,295	1,360
MS Choir Lead	17.0%	1,264	1,327	1,295	1,360
Newspaper*	53.0%	3,939	4,136	4,038	4,239
Solar Boat+	21.0%	1,561	1,639	1,600	1,680
Spartan Singers*	21.0%	1,561	1,639	1,600	1,680
WEB Leaders	38.0%	2,824	2,965	2,894	3,039
Unified Club	21.0%	1,561	1,639	1,600	1,680
Yearbook*	38.0%	2,824	2,965	2,894	3,039
<u>Elementary</u>					
5th Grade Environ. Planning	10.5%	780	819	800	839
5th Grade Environ. Supervision	3.5%	260	273	267	279
Character Council*	38.0%	2,824	2,965	2,894	3,039
IS Band Lead	10.5%	780	819	800	839
IS Choir Lead	10.5%	780	819	800	839
Amity Program Coordinator	21.0%	1,561	1,639	1,600	1,680
Math Team (5th Grade)	21.0%	1,561	1,639	1,600	1,680
Spring Program/Fair Coord.	10.5%	780	819	800	839
Student Government*	38.0%	2,824	2,965	2,894	3,039
Unified Club Advisor	21.0%	1,561	1,639	1,600	1,680
<u>District</u>					
Literacy Implementation	100.0%	7,431	7,803	7,617	7,998

Career Increment:

A teacher who has performed the same co-curricular activity in the District for over ten (10) years shall receive 105% of the base compensation amount.

A teacher who has performed the same co-curricular activity in the District for over fifteen (15) years shall receive 110% of the base compensation amount.

* Non-Competitive Advisor Position

[^] Director Advisor Position

+ Competitive Advisor Position - qualifies for Section 5.12.

+ Advisors must submit a request for payment to human resources within 30 days after the completion of the co-curricular state tournament.

APPENDIX D
Teacher Grievance Form
Orono Independent School District No. 278

>> LEVEL I

Statement of Grievance _____

Section(s) of Agreement Allegedly Violated _____

Date of Alleged Violation _____

Remedy Sought _____

Date of Grievance Submission at Informal Level _____

Response Requested in Writing Yes No

Request to Extend Timelines to _____

Decision from Informal Discussion with Supervisor (within 5 days and attached if necessary)

Time limits established in Article XIV, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

>> LEVEL II

Date appealed to Superintendent (5 days) _____

Response Requested in Writing Yes No

Request to Extend Timelines to _____

Date of Meeting with Superintendent (within 10 days) _____

Decision from Meeting with Superintendent (within 10 days and attached if necessary)

_____ Time limits established in Article XIV, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

>> LEVEL III

Date Appealed to Board (5 days) _____

Response Requested in Writing Yes No

Request to Extend Timelines to _____

Date of Meeting with Board (within 20 days) _____

Decision from Meeting with Board (within 15 days and attached if necessary) _____

Time limits established in Article XIV, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

>> LEVEL IV (ARBITRATION)

Date of Submission to Arbitration (10 days) _____

Result of Arbitration (attach ruling) _____

Name(s) of Grievant(s) _____

Signature(s) _____

Time limits established in Article XIV, unless otherwise noted, shall include weekdays only and shall not include weekend days or official holidays.

APPENDIX E

Individual Teaching Contract For Returning Orono Retirees

WHEREAS, _____ (“_____”) was employed as a _____ (position) _____ by Orono Independent School District No. 278, Long Lake, Minnesota (“District”); and

WHEREAS, _____ submitted his/her resignation and retired from his/her employment with the District effective at the end of the _____ school year; and

WHEREAS, the Minnesota Legislature amended the Teachers Retirement Act (“TRA”) to allow a retired teacher to resume teaching service without forfeiting TRA annuity payment offsets for earning in excess of the annual limitation; and

WHEREAS, _____ has expressed willingness to fill the open _____ position for the _____ school year; and

WHEREAS, the District is willing to employ _____ for the _____ school year provided _____ expressly waives the right to a continuing position and to any seniority rights set forth in the continuing contract statute. _____ also agrees to waive any right to any other position in the District.

THEREFORE, it is agreed by and between the District and _____ as follows:

1. The District hereby employs _____ as a _____ for the _____ school year only. _____’s salary will be _____ (salary must not be less than the lowest salary or more than the highest salary on the current salary schedule for a 1.0 full-time equivalent.).
2. As of the end of the _____ school year, _____ shall have no right to further employment with the District in the position of _____ or any other position. _____ knowingly and voluntarily waives the right under the continuing contract statute to a continuing position with the District and to exercise seniority for any particular position pursuant to M. S. 122A.40. _____ expressly retains all other rights under M.S. 122A.40, including the right to a hearing under Subd. 5, prior to discharge during the school year and the right to challenge any documentation in the personnel file through the grievance procedure.
3. Because of the limited period of _____’s employment, _____ also acknowledges that the District and the Orono Education Association have agreed that the following provisions contained in the current teachers’ Master Agreement will not apply to his/her employment: ARTICLE VII, Section 6 (Borrowing From Future Leave Accrual); ARTICLE VIII (Extended Leaves of Absence); ARTICLE IX (Unrequested Leave); ARTICLE X (Retirement and Severance Pay); and Letter of Understanding #5 (Change in Teacher Assignment).
4. In addition, _____ chooses medical insurance coverage under Article _____, Section _____ of the Master Agreement.
5. _____ acknowledges by executing the contract that no covenants, promises, undertakings or understandings outside this contract exist other than those specifically set forth in it.
6. Nothing contained in this contract shall constitute nor be implied to constitute a past practice.

I have read this contract. I have had the opportunity to confer with the Orono Education Association regarding my rights, and by signing I confirm that I fully understand and agree to the terms and application of this contract.

Date _____

Teacher, Independent School District No. 278

Date _____

Board Chair

Date _____

Board Clerk

LETTER OF UNDERSTANDING

2023-2025

The parties intend that the following items clarify the Master Agreement but are not considered a part of this Agreement:

1. Unexcused Absence of Teachers: Both parties agree that continuity of instruction and/or program coordination is affected adversely when the regular teacher or specialist is absent. Requests by teachers for unexcused absence for travel or other non-professional activities that fall outside of leave of absence provisions are, discouraged.
2. Reimbursement of Tuition and Expenses: Reimbursement of approved credits that will not result in credit on the salary schedule is referred to the “Staff Development Committee.”
3. Staff Development: The Association will appoint one (1) member from each school to serve on the Staff Development Committee, with the additional members on this committee appointed by the Superintendent.
4. Term Life Insurance for Retirees: The School District agrees to offer a \$10,000 term life insurance policy for retirees until age 70, paid for by the retiree, with the understanding that this benefit is subject to the School District being able to secure this coverage in future years.
5. Change in Teacher Assignment: For requested or involuntary change in teacher assignment, the following procedure will be followed:

a) Voluntary Change of Assignment.

Requests by teachers for voluntary change of assignment shall be made in writing, one (1) copy of which shall be filed with the principal(s) involved and one (1) copy with the Association. Such voluntary change of assignment requested by the teacher shall be made in writing by April 1 or 5 days after a job posting, whichever occurs later, of the school year preceding the school year when the change of assignment is desired. The request shall set forth the reasons for the change, the building, grade, subject matter, or position sought, and the applicant's academic qualifications. Such requests may be renewed each year to assure active consideration by the School District and its representatives. Each teacher applying for a voluntary change of assignment shall be notified in writing of the disposition of such application. If a vacancy occurs, it may, but will not necessarily, be filled from those teachers requesting a change of assignment.

b) Involuntary Change of Assignment.

If, after consideration of those teachers requesting a voluntary change in assignment, an involuntary change in major teaching assignment becomes necessary, the procedures outlined in (1) through (7) below will be followed by the School District. (Note: These involuntary change of assignment procedures do not apply to special education teachers who can be transferred by the School District as deemed necessary.) A “major change of teaching assignment” shall be defined as a change of an assignment for which specific licensure is required from building to building or, at the primary-elementary level, as any change between two (2) non-contiguous grades unless the teacher has taught the grade within the past three (3) years and, at the secondary level, as any change from one (1) major certificated area of required licensure to another, unless the teacher has taught in that field within the past three (3) years.

(1) the Superintendent and the Association shall be notified in writing by the principal(s) when an involuntary transfer is to be made. Reasons for the transfer will be included in the notification.

(2) the Superintendent will request volunteers from the pool of qualified teacher(s), as determined by the seniority list, for such reassignment, and each teacher will be notified individually. A teacher must notify the Superintendent, in writing, within five (5) days of receiving said request/notification that he/she is volunteering for the transfer. Principals will meet with all volunteers who will be given first consideration for the transfer.

(3) if no teacher volunteers, or no one is selected from those who apply, the principals involved shall meet and list all teachers eligible for transfer. From this group, as many teachers as are considered realistic candidates in the principals' judgments will be selected for individual interviews. The interviews will be conducted in the order of seniority, with the least senior teachers interviewed first. The purpose of the interview is to explain the reasons for making such assignment changes to the teachers involved and to obtain the opinions of each regarding the potential transfer. In selecting the group to be interviewed and in conducting the interviews, the criteria used will be seniority, personal preference of the teacher(s), qualifications of the teacher(s) and effects on the educational program. Special concerns of teachers with long records of School District service will be considered and discussed during the interview and decision-making process. In the event that all other criteria are essentially similar, in the judgment of the School District, the preference of the teacher highest on the seniority list shall be the controlling factor.

(4) discussion of the transfer with grade level or department coordinators shall be at the principals' discretion. The teacher(s), however, retains the right to request a representative from the Association to be present during the interview.

(5) the final decision will be made by the principal, in consultation with the Superintendent, if the transfer is within the building or by the Superintendent, in consultation with the appropriate principals, if the transfer involves more than one (1) building.

(6) written notice concerning the transfer, signed by the decision-making administrator(s), will be given to the teacher to be reassigned.

(7) any additional days for preparation time allowed by the School District for the transferred teacher will be as agreed between the teacher and the Superintendent, with the Superintendent's decision being final.

6. Assignment to More Than One School: When a teacher is to be given a dual building assignment, the principals involved and the teacher will meet not later than August 1 or the date of employment, whichever occurs later, and decide upon a mutually acceptable assignment involving reduced student contact time. If a mutually acceptable arrangement is not reached, the matter will be resolved by the teacher appealing the issue to the Superintendent with the Superintendent's decision being final.

7. Student teachers: Student teachers will be placed with continuing contract teachers only. Placements will be made on mutual agreement between the supervising principal and cooperating teacher.

8. Insurance committee: An insurance committee will continue to meet to study group medical benefits option(s), including "Voluntary Employee Benefits Association" (VEBA) plans.

9. Posting of vacancies: All position vacancies shall be posted electronically using the employee email database available that day.

10. Extra duty for Association President: The School District will try not to assign a "duty" to the individual teacher serving in the capacity as the current Association president.

11. Hiring of recently-retired Orono teachers:

(a) The Association understands the School District may want to hire recently-retired Orono School teachers to fill vacant positions of less than full-time. Current teachers will not have their full-time status reduced in order for the School District to hire a retired teacher. These teachers are eligible for benefits under this Agreement, except as follows:

- i ARTICLE VII, Section 6 (Borrowing From Future Leave Accrual);
- ii ARTICLE VIII (Extended Leaves of Absence);
- iii ARTICLE IX (Unrequested Leave);
- iv ARTICLE X (Retirement and Severance Pay);
- v Letter of Understanding #5 (Change in Teacher Assignment)
- vi In addition, retirees may choose medical insurance coverage either under ARTICLE VI, Section 3 (Hospitalization and Medical Insurance) or ARTICLE X, Section 7 (Retirement Health Insurance), but not both.

(b) The parties acknowledge that returning retirees covered by this letter of understanding do not waive eligibility for benefits under (ARTICLE X) or any other retirement benefit to which they were entitled at the time of their retirement.

(c) The "Retiree Individual Contract" form found in appendix E shall be used for all re-hiring of Orono retirees.

(d) All applicable state statutes apply.

12. Alternative Teacher Professional Pay System:

(1) The ratification by both parties of the Alternative Teacher Professional Pay System, hereinafter referred to as "ATPPS", will occur on an annual basis in the spring of each year no later than June 1. Details of the ATPPS plan can be found in the Minnesota Department of Education (MDE) approved application.

(2) Either party may opt-out of the plan as a result of that ratification vote but must do so by June 1 of each year.

- (3) Implementation of the ATPPS plan will stop if funding sources cease to exist.
- (4) The MDE-approved ATPPS plan document is incorporated by reference and supplemental salary amounts shall be paid no later than June 15 of each school year with the exception of the building goal achievement which will be paid in a timely manner after receipt of assessment results from the MDE or other sources required to determine if the building goal has been achieved. The stipend for “Teacher Lead,” “Teacher Evaluator” and “PLC Team Lead” shall be paid out on a pro-rated basis throughout the 24-pay periods. The stipend for “PLC Building Lead” and “Mentor Coordinator” will be paid out in two (2) equal installments on the December 15 payroll and on the May 15 payroll.
- (5) Both parties agree that an “ATPPS Oversight Committee” will be created to monitor the progress of the plan’s implementation and make recommendations for changes to the plan, if necessary. This committee will be co-chaired by an Association member who serves in the capacity of the “ATPPS Teacher Leader” and the “School District’s Executive Director of Learning and Accountability.” Membership of this committee will consist of four (4) administrators and eight (8) Association members.
- (6) Documentation from individual observations conducted by teacher evaluators will not become a part of a teacher’s personnel file. A summary document indicating that the teacher has met the requirement for the supplemental salary is the only documentation required.

13. Teacher Subbing for Teacher (TST):

1. Teachers may be assigned responsibilities (*to cover an unfilled absence*) during a preparation period and/or outside the duty day up to a maximum of eighteen (18) hours or three (3) days per duty year (or a pro-rata portion if employed part time) by the Principal, the Director, or the Superintendent. Time accrued in assignments up to this limit shall be available as leave time in accordance with these provisions. TST hours can be earned in increments of one half (½) hour.
 1. Subd. 1. Volunteer Assignment: A teacher may offer to be assigned to teach during his/her preparation time in the event of emergency or when a regular substitute teacher is not available.
 2. Subd. 2. Extreme Need Assignment: A teacher may be assigned by the Principal, the Director, or the Superintendent to teach during his/her preparation time. Teachers may be assigned up to four (4) hours in a school year. These assignments will only be made when a regular substitute teacher is not available.
2. Earned “TST” hours are considered “personal leave” for purposes of the limitations imposed in Article VII, Section 7.8. In addition, a teacher may not conjoin personal leave days to TST leave days. Teachers may use two TST days consecutively as long as their use is not in contradiction to limitations imposed in Article VII, Section 7.8 of the Master Agreement.
3. Teachers assigned responsibilities over eighteen (18) hours per duty year, pursuant to the provisions of this paragraph, shall be compensated at the rate of Curriculum Writing as established in Article V, Section 5.19. Any earned TST time over twelve (12) hours per duty year, not taken as leave by a teacher within the school year earned, will be compensated at a rate of Curriculum Writing as established in Article V, Section 5.19 on the final school year payroll.
4. Teachers may carry over up to twelve (12) hours per duty year from previously earned TST or choose to be compensated on the May 30th payroll for unused hours at a rate of Curriculum

Writing as established in Article V, Section 5.19. TST will be earned and recorded on an annual cycle beginning June 1, and ending May 30.

5. At the high school and middle school level, six (6) class periods of substitution will qualify for a full duty day of substitute leave time. At the elementary level, three hundred (300) minutes will qualify for a full day of substitute leave time. The amount of time charged for a full absence shall not be greater than the amount that could be earned to cover the absence.

14. TST Procedures:

If a teacher is interested in earning TST time during the school year, he/she must complete the TST form listing his/her availability. *Signing this form may result in a request from the Principal, the Director, or the Superintendent to cover in an “extreme need”.

- a. An availability/schedule spreadsheet/form will be established for all those who have agreed to participate. This will include names along with times available and extensions.
2. Upon need, the designated individual in charge of arranging coverage will call or email a teacher on a rotating basis from the availability/schedule spreadsheet/form. *A teacher may choose to pass on his/her rotation.
3. The designated individual in charge of arranging coverage will verify coverage to all teachers involved in an email indicating who is in need of coverage and who is covering.
4. Once the assignment is completed, the teacher may complete a TST form either online or paper copy and submit it to the individual in charge of arranging coverage.
5. An earned/used spreadsheet/form will be used to record teachers’ hours earned and used.

15. Weather-Related Closing Exception: On the first two occurrences of school days canceled due to severe weather at the discretion of the School District, during the school year, teachers shall have no additional instructional responsibilities. This is an exception to Section 4.6 Emergency School Closing.

WE, THE UNDERSIGNED, AGREE TO THIS LETTER OF UNDERSTANDING.

the ASSOCIATION

the BOARD

President

Board Chair/Chairperson

_____, 20____
Date

_____, 20____
Date

MEMORANDUM OF UNDERSTANDING

Between
Orono Education Association (“Association”)
And
Independent School District No. 278 Orono Public Schools (“District”)

Pay for Assignments Beyond Normal

WHEREAS, the District and the Association have negotiated a Collective Bargaining Agreement effective from July 1, 2023 through September 1, 2025; and

WHEREAS, the parties agree that high quality instruction and personalized learning opportunities for students are priorities; and

WHEREAS, teaching and learning interactions with students may not be facilitated exclusively in a face-to-face setting and on a daily basis, in order for high quality experiences to occur; and

WHEREAS, the parties are interested in appropriately recognizing and endorsing high quality instruction through online asynchronous/autonomous learning models as stipulated in this MOU; and

WHEREAS, the parties are interested in appropriately recognizing and endorsing high quality instruction through online asynchronous/autonomous learning models as appropriate for various scenarios that may occur through regular school curriculum and scheduling processes; and

WHEREAS, traditional instruction is the most appropriate model for most students at most grade levels; and

WHEREAS, in recognition of some students’ schedules, learning styles and preferences, it may be advisable for a school system to provide instruction opportunities through online learning classes; and

WHEREAS, in some cases, the District may charge families an enrollment fee for access to online courses; and

WHEREAS, traditional face-to-face instruction will remain the primary model employed across the School District.

THEREFORE BE IT RESOLVED, when online instruction is deemed to be an appropriate model for supporting District and learners’ needs, the following structures, stipulations, and procedures will govern the development and implementation of online courses:

Development of Course Materials

Teachers may be provided release time for course development. Where release time is not provided, teachers will be paid for a minimum of ten (10) hours of course development at the appropriate Curriculum Writing Rate as established in Section 5.19 of the Master Agreement. All course development requests and timesheets must be preapproved and submitted to the appropriate building Principal or the Executive Director of Learning and Accountability. Teachers may be requested to

provide completed course materials for review prior to receiving payment. To be eligible for payment, the developed course must meet the quality standards of the District.

Compensation

1. For teachers who agree to teach an online course and who meet the District standard for online instruction, the following compensation options will be considered for an online course comprised of twenty (20) or more students, taught during the normal school year. The course may, a) replace a regular in-person class in a teacher's schedule, without an adjustment to the teacher's full-time equivalency (FTE), or b) be added to a teacher's schedule and constitute an extra assignment, as defined in Section 5.18.
2. For online courses that do not reach the enrollment threshold (less than 20 students), the teacher will have the option of teaching the semester course for \$275/student. This course will not be considered part of a regular teaching assignment. The student count will not exceed nineteen (19), unless mutually agreed upon between the teacher and the administrator.
3. The District reserves the right to assign FTEs for classes that have lower enrollment than the threshold of twenty (20) students.
4. Summer online teachers will be compensated based on the per student rate of \$275/student.
5. This section does not apply to teachers teaching in credit recovery programs.

Teacher Selection, Engagement, and Assignment

1. When online courses are offered, every effort will be made to coordinate schedules and assign online courses to teachers who are willing and prepared to accept the assignment.
2. If there are no qualified licensed teachers willing to teach an online course, the District can elect to cancel the course or secure qualified instructors through the traditional posting process.
3. Although teachers are not expected to teach online courses without their agreement, a teacher's rejection of an online teaching opportunity may necessitate a reduction of their full-time equivalency.
4. The District may assign FTEs that encompass teaching responsibility for two, smaller, like classes/courses, as long as the courses consist of no more than twenty (20) students in combination. In these circumstances, the District will consult the Association prior to finalizing an assignment. Although teachers are not expected to teach two smaller courses in combination without their agreement, a teacher's rejection of the opportunity may necessitate cancellation of the classes and a reduction of their full-time equivalency.
5. The District may assign FTEs for a course/class that has lower than typical enrollment.

Basic Instructional Components

1. Online teachers will provide opportunities during or adjacent to the student day for virtual office hours and/or to provide support and be responsive to the needs of the students enrolled in the course.
2. Students participating in online courses offered during the summer will meet the hour/instructional time requirements necessary to earn high school credit.
3. Teachers who decide to provide a synchronous component as part of an online class will use a District-approved online system.
4. Teachers will respond to students' inquiries as they are able and will provide students with guidance as to how best to engage with the teacher.
5. Teachers will provide students with clear expectations for participation.
6. Class resources must be available to students through electronic means, as appropriate.

7. The District and the Association will establish meetings as necessary to adapt and adjust the parameters of this MOU to best serve the health and educational needs of students, teachers, and the District.

Nothing in this MOU may be deemed to establish an interpretation of the Agreement, a precedent, a practice, or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement between the District and Association. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, precedent, or practice. This MOU does not alter any managerial rights that the District has in absence of this MOU.

This Memorandum of Understanding will be in effect through June 30, 2025, and any extension or modification mutually agreed to by the parties.

WE, THE UNDERSIGNED, AGREE TO THIS MEMORANDUM OF UNDERSTANDING.

FOR:
Orono Education Association

FOR:
Independent School District No. 278
Orono Public Schools

Association President

School Board Chairperson

Association Representative

Clerk

Chief Board Negotiator

Date

Date

MEMORANDUM OF UNDERSTANDING

Between
Orono Education Association (“Association”)
And
Independent School District No. 278 Orono Public Schools (“District”)

Earned Sick and Safe Time – Teachers

WHEREAS, the District and the Union have engaged in negotiations regarding the terms of the Master Contract effective from July 1, 2023, through June 30, 2025; and

WHEREAS, Effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid Earned Sick and Safe Time (“ESST” or “Sick and Safe Time”) leave to employees who work in the State for reasons related to personal, or family member exigencies, as defined in Minnesota Section 181.9447 (See Appendix A); and

WHEREAS, employees who work at least eighty (80) hours in the work year shall be eligible to receive and use ESST leave as per the guidelines set forth in this MOU and Minnesota Statute Section 181.9447; and

WHEREAS, for purposes of this MOU and implementation of Section 181.9447, the following definitions shall be utilized; “family member” is defined in Subdivision 7 of Minnesota Section 181.9445 (see Appendix B). “Work year” is defined by the School District’s fiscal year, beginning July 1, and ending June 30.

THEREFORE, BE IT RESOLVED, Each year, 88 hours of ESST leave shall be frontloaded on the first work day of the year for full-time teachers and 80 hours of ESST leave shall be frontloaded for part-time teachers; and

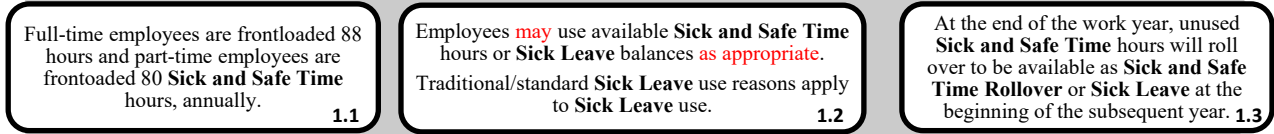
FURTHERMORE, BE IT RESOLVED, employees may use posted ESST leave time for purposes, as outlined in the statute, and expressed in Appendix A of the Master Agreement; and

FURTHERMORE, BE IT RESOLVED, ESST use shall be regulated by certain restrictions.
Employees

- A. May utilize up to, but may not exceed, the maximum allowable ESST limit within a work year;
- B. May not utilize more ESST leave time than available or accrued;
- C. May only utilize sick leave time under traditional parameters applied prior to January 1, 2024, and as stated below in this MOU.

FURTHERMORE, BE IT RESOLVED, the balance of individuals’ ESST accrual remaining at the end of the year will be transferred to employees’ respective Sick Leave balances for the beginning of the subsequent year.

Figure 1



FURTHERMORE, BE IT RESOLVED, Sick Leave balances that existed prior to the enactment of this Memorandum, as well as any additional hours accrued through rollover (see 1.6 in Figure 1), may be used after ESST Leave Balances have been exhausted for absences due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.

FURTHERMORE, BE IT RESOLVED, employees shall provide reasonable advance notice for the use of ESST leave, when feasible and the District reserves the right to request documentation after three consecutive workdays and consistent with statutory requirements; and

FURTHERMORE, BE IT RESOLVED that the Union and individual members hereby waive any right they may have, either individually or collectively, to grieve or pursue any other type of action against the District regarding any matter that arises out of or relates to this MOU; and

FURTHERMORE, BE IT RESOLVED that nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union; and

FURTHERMORE, BE IT RESOLVED that this MOU shall be effective upon signature by both parties and shall remain in effect until the expiration of the current collective bargaining agreement. Any amendments or extension to this MOU shall be made in writing and agreed upon by both parties.

WE, THE UNDERSIGNED, AGREE TO THIS MEMORANDUM OF UNDERSTANDING.

FOR:
Orono Education Association

FOR:
Independent School District No. 278
Orono Public Schools

Association President

School Board Chairperson

Association Representative

Clerk

Chief Board Negotiator

Date

Date

MEMORANDUM OF UNDERSTANDING

Between
Orono Education Association (“Association”)
And
Independent School District No. 278 Orono Public Schools (“District”)

Earned Sick and Safe Time – Early Childhood Education

WHEREAS, the District and the Union have engaged in negotiations regarding the terms of Article XI of the Master Contract, pertaining exclusively to Early Childhood Education Teachers, effective from July 1, 2023, through June 30, 2025; and

WHEREAS, Effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid Earned Sick and Safe Time (“ESST” or “Sick and Safe Time”) leave to employees who work in the State for reasons related to personal, or family member exigencies, as defined in Minnesota Section 181.9447 (See Appendix A); and

WHEREAS, employees who work at least eighty (80) hours in the work year shall be eligible to accrue and use ESST leave as per the guidelines set forth in this MOU and Minnesota Statute Section 181.9447; and

WHEREAS, for purposes of this MOU and implementation of Section 181.9447, the following definitions shall be utilized; “family member” is defined in Subdivision 7 of Minnesota Section 181.9445 (see Appendix B). “Work year” is defined by the School District’s fiscal year, beginning July 1, and ending June 30.

THEREFORE, BE IT RESOLVED, ESST leave shall accrue at the rate of one hour of leave for every nineteen (19) hours worked by the employee, and accruable year-over-year to a maximum allowable limit of eighty (80) hours. ESST leave time shall be posted by the first annual work day, based on each employee’s anticipated annual work hours. ESST leave hours will be added during the year for time worked beyond the initial allotment, which by formula would result in additional accrual.

FURTHERMORE, BE IT RESOLVED, employees may use accrued ESST leave for purposes, as outlined in the statute, and expressed in Appendix A of the Master Agreement; and

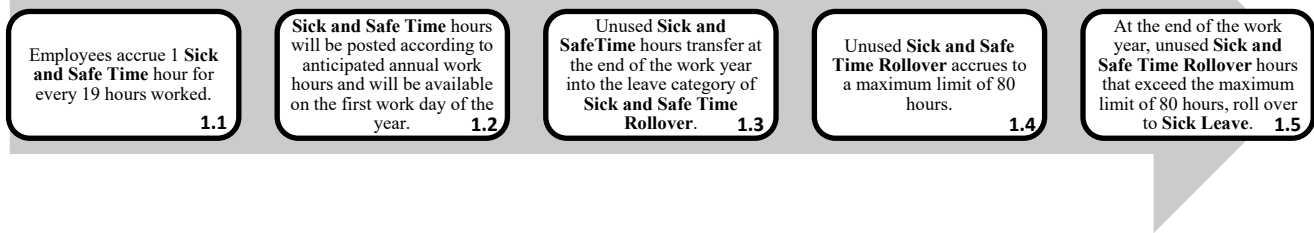
FURTHERMORE, BE IT RESOLVED, ESST use shall be regulated by certain restrictions.
Employees

- A. May utilize up to, but may not exceed, the maximum allowable ESST limit within a work year;
- B. May not utilize more ESST leave time than available or accrued;
- C. May only utilize sick leave time under traditional parameters applied prior to January 1, 2024, and as stated below in this MOU.

FURTHERMORE, BE IT RESOLVED, the balance of individuals’ ESST accrual remaining at the end of the year shall transfer forward to the next work year into a Sick and Safe Time Rollover leave category, except that at no time shall the ESST Rollover Leave category balance exceed 80 hours. ESST hours rolled over from the prior year that exceed 80 hours shall be subsequently transferred to

employees' respective Sick Leave balances.

Figure 1



FURTHERMORE, BE IT RESOLVED, Sick Leave balances that existed prior to the enactment of this Memorandum, as well as any additional hours accrued through rollover (see 1.6 in Figure 1), may be used after ESST Leave Balances have been exhausted for absences due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.

FURTHERMORE, BE IT RESOLVED, employees shall provide reasonable advance notice for the use of ESST leave, when feasible and the District reserves the right to request documentation after three consecutive workdays and consistent with statutory requirements; and

FURTHERMORE, BE IT RESOLVED that the Union and individual members hereby waive any right they may have, either individually or collectively, to grieve or pursue any other type of action against the District regarding any matter that arises out of or relates to this MOU; and

FURTHERMORE, BE IT RESOLVED that nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union; and

FURTHERMORE, BE IT RESOLVED that this MOU shall be effective upon signature by both parties and shall remain in effect until the expiration of the current collective bargaining agreement. Any amendments or extension to this MOU shall be made in writing and agreed upon by both parties.

WE, THE UNDERSIGNED, AGREE TO THIS MEMORANDUM OF UNDERSTANDING.

FOR:
Orono Education Association

FOR:
Independent School District No. 278
Orono Public Schools

Association President

School Board Chairperson

Association Representative

Clerk

Chief Board Negotiator

Date

Date