# **PRINCETON PUBLIC SCHOOLS**

## MASTER CONTRACT

### BETWEEN

# PRINCETON INDEPENDENT SCHOOL DISTRICT 477

## AND

# **PRINCETON EDUCATION ASSOCIATION**

## FOR

2023-2024 and 2024-2025

| <u>Page</u> | TABLE OF CONTENTS  |
|-------------|--|
| 3           | ARTICLE I - PURPOSE  |
| 3           | ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE                   |
| 3           | ARTICLE III - OFFICIAL COPIES  |
| 3           | ARTICLE IV - DEFINITIONS   |
| 4           | <b>ARTICLE V - RIGHTS AND OBLIGATIONS OF EMPLOYERS</b>                 |
| 5           | <b>ARTICLE VI - RIGHTS AND OBLIGATIONS OF EMPLOYEES</b>                |
| 5           | ARTICLE VII - RESIDUAL RIGHTS  |
| 6           | ARTICLE VIII - BASE SALARY AND EXTRA SALARY                            |
| 10          | ARTICLE IX - INSURANCE, SEVERANCE AND TSA CONTRIBUTIONS                |
| 12          | ARTICLE X - POLITICAL OR CHARITABLE CONTRIBUTIONS                      |
| 13          | ARTICLE XI - SCHOOL CALENDAR   |
| 13          | ARTICLE XII - PREPARATION TIME   |
| 14          | ARTICLE XIII - LEAVES OF ABSENCE                                       |
| 21          | ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY        |
| 23          | ARTICLE XV - SERVICES  |
| 23          | ARTICLE XVI - ISSUANCE OF INDIVIDUAL CONTRACTS                         |
| 24          | ARTICLE XVII - EARLY CHILDHOOD FAMILY ED AND SCHOOL READINESS TEACHERS |
| 24          | ARTICLE XVIII - GRIEVANCE PROCEDURE                                    |
| 26          | ARTICLE XIX - PUBLICATION OF CONTRACT                                  |
| 26          | ARTICLE XX - CONFORMITY TO LAW   |
| 27          | ARTICLE XXI - DURATION   |
| 28-34       | APPENDIX A, B, C, D, E, F & G  |
| 35          | GRIEVANCE REPORT FORM  |
|             |  |
|             |  |
|             |  |

## ARTICLE I - PURPOSE

THIS AGREEMENT, entered into between the school board of Independent School District No. 477, Princeton, Minnesota, hereinafter referred to as the school board, and the Princeton Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. The purpose of this contract is to establish the terms and conditions of employment for teachers.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

<u>Section 1. Recognition:</u> In accordance with P.E.L.R.A., the school board recognizes Princeton Education Association as the exclusive representative of teachers employed by the school board of Independent School District No. 477, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of this agreement.

<u>Section 2. Appropriate Unit</u>: The exclusive representative shall represent all the teachers of the district as defined in this agreement and in said act.

## **ARTICLE III - OFFICIAL COPIES**

There shall be three (3) signed copies of the final contract for the purposes of the record: One (1) retained by the school board, one (1) by the Princeton Education Association, and one (1) by the superintendent.

## **ARTICLE IV - DEFINITIONS**

<u>Section 1.</u> <u>Teacher</u>: Shall mean all persons in the appropriate unit as defined by P.E.L.R.A. employed by the District in a position for which the person must be licensed or certified by PELSB or in a position providing instruction to children in a prekindergarten or early learning program pursuant to MN Statues 179A.03.

<u>Section 2.</u> <u>Other Terms</u>: Terms not defined in this agreement shall have those meanings as defined by P.E.L.R.A.

<u>Section 3.</u> Continuous: Years of service and/or employment are continuous unless interrupted by enrichment leave, unrequested leave of absence, resignation, or termination of employment.

## **ARTICLE V - RIGHTS AND OBLIGATIONS OF EMPLOYERS**

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

<u>Section 2. Meet and Negotiate</u>: The District has an obligation to meet and negotiate in good faith with the exclusive representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.

<u>Section 3. Meet and Confer</u>: The District has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment not included in negotiable subjects described in P.E.L.R.A.

<u>Section 4. Incorporation by Reference</u>: References to any state statute, rule, regulation, charter, ordinance or resolution shall not incorporate such into this Contract by reference.

<u>Section 5. Exclusive Representative</u>: The District shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit, except through the exclusive representative if one is certified for that unit or as provided for in P.E.L.R.A.

<u>Section 6. Time Off for Exclusive Representative</u>: The District must afford reasonable time off to the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative at no cost to the district.

### Section 7. Progressive Discipline

<u>Subd. 1.</u> The School District shall have the right to discipline teachers for just cause. All discipline is subject to the grievance procedure.

<u>Subd. 2.</u> Disciplinary actions by the employer shall include the following actions and will typically follow steps in sequence, depending upon the seriousness of the infraction.

- a. oral reprimand
- b. written reprimand
- c. suspension without pay
- d. discharge

<u>Subd. 3.</u> A teacher may challenge the contents of any written material in his/her personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedures and may not exceed five (5) days in length. A teacher who is the subject of a discharge shall be governed by M.S. 122A.40, and such actions shall not be subject to the provisions of this article.

## **ARTICLE VI - RIGHTS AND OBLIGATIONS OF EMPLOYEES**

<u>Section 1. Right to Views</u>: Nothing contained in P.E.L.R.A. shall be construed to limit, impair or affect the right of any teacher or his or her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of teacher employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

<u>Section 2. Right to Join</u>: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for terms and conditions of employment for such employees with the employer of such unit.

<u>Section 3. Meet and Confer</u>: Teachers who are professional employees as defined by P.E.L.R.A. have the right to meet and confer with the District regarding policies and matters not included as negotiable subjects under P.E.L.R.A.

<u>Section 4. Meet and Negotiate</u>: Teachers through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

<u>Section 5. Request for Dues Check-off</u>: Teachers shall have the right to request and be allowed dues check-off for the exclusive representative. In the absence of an exclusive representative, teachers shall have the right to request and be allowed dues check-off for the organization of their choice. Dues will be checked-off, equally, over a nine-month period.

<u>Section 6. Personnel Files</u>: All evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

## **ARTICLE VII - RESIDUAL RIGHTS**

A notice of intent to begin to write or manufacture will be filed with the person to whom the employee is administratively responsible. This administrator will then prepare a report containing the following information: a description of the product, the name of the person involved in creating the product, the percentage of the duty time, if any, of the person's normal job responsibility which was devoted to creating the product and recommendation of compensation as deemed reasonable. The report will be filed with the office of the superintendent. Within thirty (30) working days after receipt of the report, the superintendent shall issue a written opinion as the rights of the teacher and of the school district in any said product and the compensation for such product shall be negotiated by the parties concerned.

## ARTICLE VIII - BASE SALARY AND EXTRA SALARY

Section 1. Basic Salaries:

<u>Subd. 1</u>. Teachers will be compensated pursuant to Appendix A effective July 1, 2023 through June 30, 2024 Teachers will be compensated pursuant to Appendix B effective July 1, 2024 through June 30, 2025.

<u>Subd. 2</u>. Teachers shall be paid on the fifteenth (15th) and the last day of each calendar month. Pay periods and benefits deductions will be September 15 to August 31.

<u>Subd. 3.</u> Teachers shall be paid by direct deposit. Salary amounts due shall be posted to the bank of the teacher's choice, provided such bank is a member of the Automated Clearing House. Salary amounts shall be paid over 24 pay periods starting in September and completed in August.

<u>Section 2.</u> <u>Placement Alternatives on Salary Schedule</u>: The following rules will be applicable in determining the placement of teachers on the salary schedule.

<u>Subd. 1</u>. -A lane change (Educational Increment) is a horizontal movement on the teacher salary schedule due to credits earned in approved professional training.

<u>Subd. 2.</u> Eligible credits include-Graduate credits earned by a letter grade of "C," "pass," or "satisfactory" grade and/or District approved credits that are related to the field or fields relevant to the teacher's licensed area(s). A teacher may submit program approval for working towards an MA or MS degree which would approve any courses outlined within the degree program.

<u>Subd. 3</u>. Credits for lane change (Educational Increments) may be earned through District approved workshop or in-service offerings. A District approved credit is fifteen (15) hours or the equivalent of one (1) semester credit. Two opportunities for alternative increment change: 1) District approved workshops or in-service offerings need prior approval through the Human Resources Department.—2) Credentialing through the District. Hours will accumulate and will be kept on record. Once a credit is earned it will not be lost.

- A. AFT offerings where staff choose to be paid for attendance, they may apply for graduate credit through a district approved college provider.
- B. AFT offerings where staff choose not to be paid, they may apply to earn the credit through Princeton Public Schools upon proof of completion of the course.

<u>Subd. 4.</u> To apply on the salary schedule, all credits beyond the bachelor degree must be graduate credits. Such credits will be based on semester hours. Any earned quarter hours will be converted as follows: 15 quarter hours equals 10 semester hours (1.5 quarter hours equals 1 semester hour). A teacher shall not advance more than two (2) lane progressions in any one (1) year. Ten (10) semester credits are required per lane change.

Due to the change from quarter credits to semester credits, the following conversion chart will be used to determine placement on the salary schedule:

| Quarter Credits | Semester Credits | Quarter Credits | Semester Credits |
|-----------------|------------------|-----------------|------------------|
| BA              | BA               | BA+90           | BA+60            |
| BA+15           | BA+10            | MA              | MA               |
| BA+30           | BA+20            | MA+15           | MA+10            |
| BA+45           | BA+30            | MA+30           | MA+20            |
| BA+60           | BA+40            | MA+45           | MA+30            |
| BA+75           | BA+50            |                 |                  |

<u>Subd. 5.</u> District or graduate credits earned prior to the granting of a master's degree do not qualify for lane (Educational Increment) changes beyond the master's degree.

<u>Subd. 6.</u> All credits, in order to be considered for application on the salary schedule, must be submitted on the appropriate district form(s) and be approved by the Director of Human Resources in writing prior to the taking of the course. Forms are available on the District website.

<u>Subd. 7.</u> Individual contracts will be modified to reflect qualified lane (Educational Increment) changes up to twice every year providing an application for lane (Educational Increment) change is submitted to the Director of Human Resources. An official transcript of satisfactory evidence of credits earned must be submitted to the Director of Human Resources.

- All paperwork submitted by October 1st will qualify for a September 1st lane (Educational Increment) change. Lane (Educational Increment) change calculations will be prorated accordingly based on September 1st.
- All paperwork submitted by March 1st will qualify for a February 1st lane (Educational Increment) change. Lane (Educational Increment) change calculations will be prorated accordingly based on February 1st.
- Lane (Educational Increment) changes received after March 1st will go into effect the following September 1st.

<u>Subd. 8.</u> Teachers must obtain a Master's Degree in order to move beyond the MA/BA+40 lane.

<u>Subd. 9</u>. A new teacher shall be placed on the Lane (Education and Performance Increment) of the salary schedule provided in this Article and on such step of the salary schedule as agreed between the school district and the teacher.

<u>Subd. 10</u>. Salary for additional months beyond the designated school year will be determined by the administration and the teachers involved as is presently done. The same method will be used to determine salary for the teaching of night courses.

<u>Subd. 11</u>. In order to earn an increment on the salary schedule, a teacher must actually teach ninety (90) days during a single school year unless they are on military leave as provided by law. Any paid leaves will count toward this 90-day requirement. (refer to ATPPS plan)

<u>Subd. 12</u>. School vacancies will be posted-through an online system. Applicants wishing to make a transfer to other positions must make an application to the administration. Final decision will be made by the school district.

<u>Subd. 13.</u> Salaries for part-time teachers shall be paid on a pro rata basis. Leave benefits as described in Article XII shall also be on a pro rata basis. Fringe benefits as described in this Article and Article IX shall be paid on a pro rata basis if the part-time teacher averages more than fourteen (14) hours a week and works more than ninety (90) days in any single school year.

Subd. 14. A licensed school nurse will be paid at the appropriate step and lane on the teacher salary schedules.

<u>Subd. 15.</u> Longevity: Appendix A & B contains longevity steps numbered 15 and 18. Teachers are eligible for placement on these steps after completion of 14 and 17 years of actual service (excluding time spent on long-term leaves; child care leave, enrichment leave, or other long-term leave) to Independent School District No. 477.

<u>Subd. 16</u>. The salary schedules are not to be construed as a part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a teacher shall be compensated according to the previous year's compensation until such time as a successor agreement is executed. The school board reserves the right to withhold increments, advancements, lane changes, or any other salary increases for just cause.

#### Section 3 Extracurricular Salaries:

Subd. 1. Teachers will be compensated pursuant to Appendix C and Appendix D.

<u>Subd. 2.</u> The payment for such activities shall be made in the following manner: employees who have a year long extracurricular assignment, shall have the compensation for that assignment paid in two installments. One half (50%) of the stipend will be paid on the December 15th paycheck and the remainder (50%) will be paid on the May 15th paycheck.

The payment for non year-long activities shall be made in two installments; one half (50%) of the stipend will be paid at the halfway point of the assignment and the remainder (50%) will be paid upon the completion of all duties related to the assignment.

<u>Subd. 3.</u> Each lane of this schedule is based on a percentage of the BA lane of the basic salary schedule through the 8th step based on years of experience in the given activity.

The schedule contained in Appendix C & D includes longevity step 18. Teachers are eligible for placement on this step after completion of seventeen (17) years of actual service to Independent School District No. 477. (Article VIII, Section 1, Subd. 15).

<u>Subd. 4</u>. Teachers employed on the extracurricular salary schedule will be placed on such step as agreed between the teacher and the school district.

<u>Subd. 5</u>. Extracurricular assignments not listed on the extracurricular salary schedule may be included on the advisement of the Exclusive Representative and the school district.

Subd. 6. Extracurricular contracts will be issued prior to beginning of the activity.

<u>Subd. 7.</u> The extracurricular salary schedule will be based upon a BA, plus steps starting at Step 2 of the contract; Appendix A in year one and Appendix B in year two of the contract.

| <u>Activities Step</u> | Lane    | <u>Step</u> |
|------------------------|---------|-------------|
| Step One               | BA      | 2           |
| Step Two               | ВА      | 3           |
| Step Three             | ВА      | 4           |
| Step Four              | ВА      | 5           |
| Step Five              | ВА      | 6           |
| Step Six               | BA      | 7           |
| Step Seven             | BA+10   | 8           |
| Step Eight             | BA+10   | 9           |
| Longevity 18           | BA + 10 | 18          |

#### Section 4. Extra-Duty Salaries

Subd. 1. Appendix E

Subd. 2. The payment for such duties shall be made December 15, March 15 and June 15.

<u>Subd. 3</u>. Extra duties not listed on this schedule may be included on the advisement of a teacher and administrator. Final approval to be made by the superintendent.

<u>Subd. 4</u>. Specific personnel necessary for adequate supervisory duty are to be selected by the building principal. The principal may offer employment to personnel of other buildings, in the event of insufficient building personnel.

<u>Subd.</u> 5. Duties that are related to teaching duties shall not receive extra pay, such as: orientation, parents night, open house, graduation, rehearsals, prom, class and club advising, etc. (unless already indicated on the extracurricular schedule).

### **ARTICLE IX - INSURANCE, SEVERANCE AND TSA CONTRIBUTIONS**

Eligibility: Teachers who are employed as teachers full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Teachers who are employed as part-time teachers shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to limitations contained in the contract between the insurance carrier and the School District.

#### Section 1. Health Insurance:

<u>Subd. 1</u>. Coverage shall be provided for all eligible teachers employed by the school district who are enrolled in the school district group health and hospitalization plan. The cost of the insurance premium, which is not contributed by the school district, shall be paid by the employee through payroll deduction.

| Plan Level           | Monthly District Contribution<br>2023-2024<br>Effective 2/1/2024 | Monthly District Contribution<br>2024-2025<br>Effective 1/1/2025 |
|----------------------|--|--|
| Single               | \$750  | \$825  |
| Single plus Children | \$1000   | \$1100   |
| Family               | \$1550   | \$1650   |

<u>Subd. 2.</u> Teachers that are enrolled in a district Single HSA Health Plan will receive the overage of the single premium contribution, if any, to the teacher's HSA.

<u>Subd. 3</u>. For a married couple on staff, the school district shall contribute the stipulated amounts for each member of the couple, not to exceed the cost of a family premium for the indemnity carrier.

<u>Subd. 4</u>. The District will ask for and accept only quotes on equivalent or better coverage and will retain the right to accept or reject all quotes. The Princeton Education Association will have representation on the School District Labor Management Benefits Committee.

<u>Section 2. Life Insurance</u>: The school district shall provide group term life insurance for all full-time teachers in the amount of \$50,000.00, plus AD and D coverage. Each teacher may purchase additional group term life insurance up to the maximum amount allowed by the insurance company. Any cost of the additional group term life insurance premium shall be borne by the employee and paid by payroll deduction.

<u>Section 3. Long Term Disability Insurance</u>: The school district shall purchase long term disability insurance for each eligible teacher. Coverage shall be based on 66-2/3 percent of the teacher's basic salary (excluding extended year contracts, extracurricular contracts, etc.) per month. Benefits are to begin after ninety (90) calendar days of disability.

#### Section 4. Insurance Coverage for Retirees (9/1/1972-1/1/2010):

<u>Subd. 1</u>. For full-time teachers hired between September 1, 1972 and January 1, 2010, the school district will contribute the same amount toward health insurance provided in the collective bargaining agreement effective at the time of that teacher's retirement, who has completed at least ten (10) full-time years of continuous service with the school district (not including enrichment leave or unrequested leave of absence), or twenty (20) cumulative full-time years of service retiring at age fifty-five (55) or thereafter until such teacher attains eligibility for Medicare or dies prior thereto. Teachers employed less than full time, but at least one-half time, shall be allowed to participate on a pro rata basis.

<u>Subd. 2</u>. If a retiree obtains employment with an employer other than the school district and such retiree is covered by a group-medical-hospital insurance plan or HMO, such coverage shall be considered primary.

<u>Subd. 3</u>. If a retiree is entitled or would be entitled if enrolled, to have any part of the cost of eligible services or supplies paid by Medicare Parts A or B even though the retiree does not enroll in Medicare or waives or fails to claim medical benefits, the district's insurance carrier will reduce the amount furnished under this Contract so that the total amount paid under this Contract and Medicare or what could be paid under Medicare does not exceed the total charges for covered benefits.

Section 5. 403(b) Matching Contribution Plan:

<u>Subd. 1</u>. All full time teaching staff shall be allowed to participate in a 403(b) matching contribution plan. Teachers employed less than full time, but at least one-half time, shall be allowed to participate on a pro rata basis.

| Years of service to<br>ISD 0477 | Annual Match Amount<br>2023-2024 | Annual Match Amount<br>2024-2025 |  |  |
|---------------------------------|----------------------------------|----------------------------------|--|--|
| 0-5 years                       | \$750                            | \$1000                           |  |  |
| 6-10 years                      | \$1100                           | \$1500                           |  |  |
| 11+ years                       | \$1500                           | \$2000                           |  |  |

Subd. 2. Service Year Match: Service recognition starts in September

<u>Subd. 3</u>. A salary reduction authorization agreement must be completed by the eligible teacher to participate in the 403(b) matching contribution plan. All contribution changes thereafter require the completed salary reduction authorization agreement.

<u>Subd. 4</u>. Teachers on unpaid leaves may not participate in the matching program while on leave.

<u>Subd. 5.</u> Vendors: Participation in the benefits of this article is limited only to teachers who select one (1) of the pre-approved vendors. The District, in agreement with the School District Benefits Committee, will approve at least five (5) vendors. Teachers hired prior to the 2019-2020 school year can continue with their board approved vendor.

### **District Approved Vendors:**

- 403b ASP (Aspire)
- EFS Financial
- AXA Equitable
- Foresters Financial Services
- Thrivent Financial
- Horace Mann

### Section 6. Dental Insurance:

Effective February 1, 2024, a sum not to exceed \$50.00 per month towards group dental coverage for employees who are working 30 hours per week or more and who are enrolled in the School District's group dental plan.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees must work at least 30 hours per week to be eligible for this Section.

## **ARTICLE X - POLITICAL OR CHARITABLE CONTRIBUTIONS**

### Political Action Contributions (PAC) or Charitable Deduction Contribution (CDC):

<u>Subd. 1. Declaration of Intent</u>: By October 1 of each year, teachers shall declare their intent to participate in a PAC or CDC as named by the Exclusive Representative. The District shall also recommend one Charitable Organization each year, following the same timelines outlined for teachers.

<u>Subd. 2. Authorization:</u> Upon receipt of a signed Intent to Participate form, the District will deduct from the teacher's paycheck the amount the teacher has agreed to contribute to the designated PAC/CDC and/or District Designated Charitable Organization.

<u>Subd. 3. Schedule of Deductions</u>: Deductions shall be made starting on October 15th and shall be made in twenty (20) equal payments beginning in October of each year when the teacher elects to participate in PAC/CDC and/or the District's Charitable Organization. New teachers may elect their contributions at the time of their employment. The District is responsible to transmit contributions, on a monthly basis to the PAC/CDC and District selected organizations.

<u>Subd. 4. Timeline Requirements</u>: The Exclusive Representative shall provide the District with the name, address, and payment/reporting requirements of the designated PAC by September 15th of each year.

### **ARTICLE XI - SCHOOL CALENDAR**

<u>Section 1. School Calendar</u>: The District shall, prior to April 1, establish the number of student days and teacher workshop days. For the 2023-2024 and 2024-2025 school years, there will be one hundred eighty-four (184) teacher duty days. Within this number, the number of student days and teacher workshop days will be determined by the District and the teacher shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school and pursuant to such authority has determined to conduct school.

### Section 2. E-Learning Day:

<u>Subd. 1.</u> In the event an E-Learning Day is called, teachers are responsible for providing student learning activities and will be accessible for student support based on the building guidelines. A maximum number of such days is dictated in Minnesota Statute 120A.414.

<u>Subd. 2.</u> Single pre-approved discretionary and sick leave will be reinstated when an E-Learning Day is called and the teacher completes the E-Learning duty day. Teachers with multiple pre-approved discretionary or sick leave days are not required to provide learning activities on E- Learning days and the pre-approved days will not be reinstated.

**Section 3. School Closing:** In the event that school is closed on a day to day emergency the employees will not be required to perform remote educational services. The employees would be responsible to perform services on any required make-up day(s) because of said emergency.

## **ARTICLE XII - PREPARATION TIME**

<u>Section 1. Elementary Teachers</u>- Each full time elementary teacher will receive a minimum of 45 minutes of preparation time (exclusive of travel time) daily during the student day. A minimum of an additional two and one half (2.5) hours per week will be provided during the basic teacher work day. Preparation time will be provided in usable blocks of thirty (30) minutes or longer whenever possible.

<u>Section 2. Secondary Teachers</u>: Each full-time secondary classroom teacher shall be provided with a minimum of one (1) teaching period per day for the purpose of instructional preparation time.

<u>Section 3. Special Education Compensation for Paperwork:</u> Special Education teachers and Speech Language Clinicians will be compensated at the curriculum writing rate for up to 6 hours per trimester, for a total of 18 hours per school year to complete paperwork outside of the duty day for the purpose of due process. Nothing in this provision shall in anyway reduce each teacher's obligation to be in full compliance of all Special Education rules, regulations, due dates, timelines, and required paperwork.

### **ARTICLE XIII - LEAVES OF ABSENCE**

Section 1 Discretionary (Sick & Safe) Leave:

<u>Subd 1. Earnings:</u> Each full-time teacher shall be credited with thirteen (13) discretionary days per year. Teachers with less than a full-time contract will be credited with a prorated amount of leave days.

Subd 2. Usage and Limitations:

- A. Discretionary leave may be used at the discretion of the teacher to cover any absence not described in Section 2 Child Care leave, Section 3 Bereavement Leave, Section 4 Enrichment Leave, Section 5 Educational Leave, Section 6 Professional Leave, Section 7 Association Leave and Section 8 Jury Duty.
  - 1) Employees can use their discretionary (earned sick and safe time) for reasons such as:
    - a) The employee's mental or physical illness, treatment or preventive care;
    - b) a family member's mental or physical illness, treatment or preventive care;
    - c) absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
    - d) closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
    - e) when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- B. Discretionary days must be exhausted prior to using accumulated sick leave and/or in accordance with this section.
- C. There will be a five (5) consecutive day limit for discretionary leave usage. Pre approval is required and will be limited to 1 time per school year. Pre approved discretionary leave would be considered exhausted leave.
- D. Teachers may request leaves in excess of five (5) consecutive leave days to the Director of Human Resources. Each request shall stand on its own merit and shall not be established as past practice.
- E. The use of pre-approved discretionary leave during the first and last week with students or scheduled "open house" events will incur a 2-for-1

deduction. Missed parent conferences shall be made up with administrative approval and will incur no deduction of leave.

- F. Teachers using discretionary leave during a staff development building or district time will be responsible for the missed training/content.
- G. Pre-approved discretionary leave (PDL) limitations:
  - a. No more than four (4) teachers from the high school and three (3) teachers from any other building can use PDL on the same day.
  - b. The Director of Human Resources may allow an additional number of teachers to utilize PDL on any day at their exclusive discretion.
  - c. Teachers must notify the appropriate building administrator a minimum of three (3) days in advance of the PDL absence through Absence Management System. Requests for PDL should be made as far in advance as possible. PDL requests are a first come first served basis and will begin on August 15th of each school year.
  - Teachers who have less than 4 days (32 hours) of accumulated sick leave are limited to pre-scheduling 10 of their 13 discretionary days.
- H. Once a teacher has exhausted all discretionary leave, they then may use their accumulated sick leave days in non-discretionary situations for personal illness, illness of an immediate family member, parental leave, and as indicated in Section 3 Bereavement Leave. Pre approved discretionary leave is considered exhausted.
- I. The District may require a teacher to furnish a medical certificate from a licensed medical professional as evidence of illness/disability, indicating such an absence was necessary due to said illness/disability in order to qualify for sick leave pay. In the event that a medical certificate is required, that teacher will be so advised.

### Subd 3. Accumulation of Sick Leave - Non-discretionary Days:

A. Discretionary days not used will be placed into the teacher's accumulated sick leave bank, which may accrue to a maximum of 184 days.

### Subd 4. Emergency Sick Leave Pool (ESLP):

- A. **Emergency Sick Leave Pool ("ESLP").** The ESLP is for full-time teachers who are experiencing an "medical emergency." The ESLP is not a sick leave benefit that is provided by the District. It is a benefit that is provided by coworkers through the voluntary donation of allocated leave.
- B. **Definition of Medical Emergency.** For purposes of this pool, a "medical emergency" means a medical condition that will require the teacher to be absent for more than ten consecutive duty days and will result in a substantial loss of income to the teacher because the teacher has exhausted

all other forms of paid leave. The medical condition must be recognized by the mainstream medical community. A qualified medical doctor must have diagnosed the teacher with the medical condition. The ESLP may not be used to care for a family member's medical condition.

- C. Donation of Allocated Leave. The ESLP will be established by voluntary donations from members of the teachers' bargaining unit. All teachers who wish to participate in the ESLP will initially be assessed one (1) day of discretionary leave per school year. Donations must be completed on the ESLP donation form during the donation window. All donations are confidential and nonrefundable. Once a teacher donates a day of discretionary leave to the ESLP, the teacher cannot rescind or retract the donated discretionary leave for any reason. Additionally, employees are not to be compensated or receive gifts for donating discretionary leave. If at any point the pool is not self-sustainable, the District and Union may mutually agree to provide members of the bargaining unit an opportunity to donate an additional day of accumulated discretionary leave. The District has no obligation to grant leave from the ESLP if all donated days have been exhausted. The pool will carry over from year to year. Those who do not participate in donation are not eligible to receive ESLP days. Donating a discretionary day into the ESLP will be available September 16 through September 30 for the contracted school year.
- D. Current full-time PK-12 teachers who are Eligibility for ESLP. experiencing a medical emergency are eligible to receive up to thirty (30) days of paid leave from the ESLP during any school year and a maximum of forty-five (45) days during their career with the District. For purposes of this article, a "full-time" teacher is a teacher who is regularly scheduled to work more than 37.5 hours per week. To obtain such leave from the ESLP, an eligible teacher must have donated one (1) discretionary day in the current year and submit the following: (1) a written application to receive paid leave from the ESLP; and (2) a medical certification from the teacher's treating physician. The District may require additional information, as it deems necessary, to determine whether the teacher has a legitimate medical emergency. Teachers may not begin to draw paid leave from the ESLP unless and until the District approves the written application. The District's decision to grant or deny leave from the ESLP is not subject to the grievance process. Those who do not participate in donation are not eligible to receive ESLP days.
- E. Loss of Eligibility for ESLP. Teachers will immediately become ineligible to receive paid leave from the ESLP if they become eligible to receive benefits from another source, such as long-term disability insurance or workers' compensation.

- F. **Tax Consequences.** While the parties have endeavored to create a tax advantaged medical emergency pool, neither the District nor any person affiliated with the District, including any School Board member, official, employee, agent, insurer, attorney, or representative, has made any statement or representation to the Union or to any member of the bargaining unit regarding the tax consequences of this article. Likewise, neither the Union nor any person affiliated with the Union, including any official, employee, agent, attorney, or representative of the Union has made any statement or representation to the District or to any member of the bargaining unit regarding the tax consequences of this article.
- G. **Governing Committee.** A committee will be established to act as the governing body for the administration of the ESLP bank. The committee will consist of two (2) members from the PEA named by the PEA and the Director of Human Resources.

#### H. **Procedures for use of ESLP.**

- a. Employees on a leave of absence are not eligible for use of ESLP.
- b. An employee may only draw from the ESLP for their own illness/accident.
- c. An employee accessing the ESLP must submit an application for acceptance to the district committee which explains their need for use of the ESLP. The request should be accompanied by a physician's certification of illness as proof of need and anticipated duration (if possible). Applications can be obtained from the PEA or Director of Human Resources and must be submitted to the Director of Human Resources.
- d. The ESLP governing committee shall make its decision upon each request within ten (10) business days of the receipt of the request.
- e. In all cases, unless stated to the contrary, decisions of the Committee shall be made by simple majority.
- f. In all cases application for use of ESLP must be made prior to the exhaustion of the applicant's sick leave. Otherwise, benefits for ESLP shall commence on the date the Committee grants approval of the application.
- g. At the start of the school year, each employee must renew their donation to continue to be eligible for the ESLP.
- h. Decisions made by the Committee are not grievable by the employee.

#### I. Abolishment of the ESLP.

a. In the event that the ESLP is abolished. The donated days would remain available to the last group of teachers that donated until the bank is empty.

### Subd. 5 Accumulated Sick Leave Bank HRA:

Beginning September 1, 2021, employees will receive contributions into an HRA for accumulated sick leave hours/days. If qualifications are met, participation is mandatory. The district will contribute the following amounts into an HRA account based on the following accumulated hours of sick leave at the end of each school year.

| Number of Accumulated Sick Leave<br>hours (days) | Annual District HRA Contribution amount |
|--|---|
| 320 hours (40 days)                              | \$200                                   |
| 640 hours (80 days)                              | \$300                                   |
| 960 hours (120 days)                             | \$400                                   |
| 1280 hours (160 days)                            | \$500                                   |
| 1472 hours (184 days)                            | \$600                                   |
| Any days in excess of 184                        | \$50 per day                            |

If an employee also has an HSA (Health Savings Account) the HRA will only cover approved dental and vision costs. Those restrictions will remain in place until retirement or selection of a different health plan option.

### Section 2. Child Care Leave:

<u>Subd. 1</u>. Any teacher shall have the right to continue in regular employment and utilize accrued discretionary and sick leave, long-term disability and all other rights afforded under this Contract for disability due to pregnancy, childbirth, delivery and recovery, and adoption. The District may require medical verification of disability under this section.

<u>Subd. 2</u>. Any teacher shall have the right to receive a child care leave of absence up to twelve (12) months without pay for the purpose of maternity, adoption, care of a preschool child or combination thereof. This leave may also be taken following the utilization of the disability provisions provided in Subd. 1 above.

<u>Subd. 3</u>. The teacher shall submit a written request for child care leave, indicating the beginning date and approximate ending date, to the Superintendent not less than thirty (30) days prior to the intended commencement of such leave except in an emergency. The Superintendent shall consult with the teacher regarding the ending date of the leave and may make moderate adjustments in the ending date so as to coincide with natural breaks in the school year. When the ending date falls during the school year, the teacher shall have the right to extend the leave to the end of that school year.

<u>Subd. 4</u>. An extension to the child care leave of absence of twelve (12) months or less may be granted by mutual agreement between the teacher and the school district.

<u>Subd. 5</u>. If the teacher complies with all provisions of this section and a child care leave is granted by the school district, it shall notify the teacher in writing of its action.

<u>Subd. 6</u>. A teacher returning from child care leave shall be re-employed in a position for which qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

- 1. That the position has not been abolished.
- 2. That the return occurs on the date designated on the request for leave approved by the District unless a different date for return is mutually agreed upon by the parties.

<u>Subd. 7</u>. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the child care leave. The teacher shall not accrue experience credit for salary schedule advancement or leave time during the period of absence for child care leave.

<u>Subd. 8</u>. Substituting is permitted while on child care leave.

<u>Subd. 9</u>. The teacher may continue any desired insurance program, subject to the approval by the carrier, at the teacher's own expense as a member of the group, at the teacher's option, while on leave. The school district's contribution toward the annual insurance premiums for the teacher shall be based on a proration of actual days worked over one hundred eighty-four (184) days.

Subd. 10. Paid leave days will not be reinstated for E-Learning Days.

#### Section 3. Bereavement Leave:

<u>Subd. 1.</u> A full-time employee may be granted a paid leave of no more than 5 days per year, non-accumulative, in the event of a death or serious illness of someone in the employee's immediate family.

<u>Subd. 2.</u> "Immediate family" is defined as an employee's spouse/domestic partner, parent, step-parent, mother-in-law, father-in-law, child, ward, custody child, foster child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, or great-grandchild.

An employee may use discretionary leave, contingent upon department level approval, to attend the funeral of other relatives or non-family members.

<u>Subd. 3</u> Request for bereavement leave must be made in writing, to the Director of Human Resources, at least three (3) days in advance except, in the case of an emergency. The requests shall state the reason for the proposed leave.

<u>Subd 4</u>. In the event of a death of a teacher, the Superintendent or designee shall meet with the Association representative to determine which teachers may be excused for the funeral service.

#### Section 4. Enrichment Leave:

<u>Subd. 1</u>. Leave of absence, for a maximum of two (2) years, may be granted for advanced study, exchange teaching or such other related reasons as may warrant such leave. The teacher shall notify the Superintendent in writing by March 1 of his/her intention to return to the vacated teaching position in the fall or request a second year of an enrichment leave. Failure to notify the Superintendent by March 1 will be viewed as an intention to return to the position in the fall.

<u>Subd 2</u>. All such leaves of absence shall be without pay and all fringe benefits. A teacher who returns from enrichment leave shall be re-employed in a position for which qualified commensurate with a position occupied prior to the leave subject to the following conditions:

- 1. That the position has not been abolished.
- 2. That the return occurs on the date designated on the request for leave approved by the District unless a different date for return is mutually agreed upon by the parties.

The teacher returning from enrichment leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the enrichment leave. The teacher shall not accrue experience credit for the probationary period or for salary schedule advancement or leave time during the period of absence for enrichment leave.

<u>Subd. 3</u>. Teachers shall have the option of retaining their health insurance coverage while on leave; however, premiums for such insurance shall be paid by the teacher.

<u>Section 5. Educational Leaves</u>: Absence with pay may be allowed by the superintendent for worthwhile educational trips involving school business. This may also allow for a delegate or an officer in a community service organization to attend a function which would be of value to the school system. Only the principal's approval will be required for one (1) day trips by classroom teachers. The superintendent's advance approval will be required for overnight and longer trips or community service attendance.

### Section 6. Professional Leaves:

<u>Subd. 1.</u> Teachers desiring to attend workshops, seminars, conferences, conventions, and other professional improvement opportunities shall forward such requests including all pertinent details to the principal subject to approval by the superintendent. If acceptable,

the school district will pay such reasonable expenses to include registration fees, meals, lodging, and transportation incurred by teachers.

<u>Subd. 2.</u> Teachers attending a conference or workshop during the summer months or non-work days will receive the following compensation.

- 1. If the conference or training request is from the district, the employee will be paid a stipend of \$75 for a half day and \$150 for a full day
- 2. If the conference or training request is from the employee there will be no required stipend.
- 3. This stipend is not intended for replacing teacher workshop days and large staff training. Teachers have the right to refuse these conferences or training events held on non-work days.

<u>Section 7. Association Leave</u>: At the beginning of every school year, the Association shall be granted five (5) Association leave days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. Leave requests shall be presented in writing to the superintendent at least three (3) days in advance and shall state the purpose for the leave. All leaves shall be granted at the discretion of the superintendent and be subject to adequate replacement in the classroom. Leaves that are granted shall be at no cost to the district.

Section 8: Jury Duty or Testifying Under Subpoena

<u>Subd. 1.</u> An employee who is called for jury duty or who is subpoenaed as a witness, will not suffer a salary deduction if they miss work, unless they are a criminal defendant. If an employee is a criminal defendant, they may use personal leave to be paid if they miss work.

<u>Subd. 2.</u> While serving on jury duty or as a subpoenaed witness, the employee shall receive full salary and benefits.

<u>Subd. 3.</u> Employees who are released from jury duty or subpoena prior to 11:00am will report to the work upon being released.

## ARTICLE XIV- UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

<u>Section 1. Unrequested Leave:</u> Unrequested leaves shall be administered pursuant to Minn. Stat. 122A.41 except as modified herein.

<u>Section 2. Seniority:</u> The seniority status of part-time teachers shall be listed on a separate seniority list. Part-time teachers shall not be able to displace full-time teachers or claim vacant full-time positions. Provided, however, that a part-time teacher who formerly taught full-time in the Princeton School District shall be able to displace a junior full-time teacher. Probationary teachers and teachers working less than fourteen (14) hours per week shall not have the protection of this unrequested leave Article.

Section 3. Ties in Seniority: Ties in seniority will be broken in the following order:

- Teacher(s) on a lower lane of the salary schedule shall be placed on unrequested leave first. A lower lane of the salary schedule indicates lesser formal academic preparation. Lane placement for this purpose is to be determined as of March 1, 1982, or when the first seniority list is posted reflecting the teacher(s) continuing contract status.
- 2. If still tied, the teacher with the higher state teacher **licensing** number will be placed on unrequested leave.

<u>Section 4. Eligibility for Benefit Plans</u>: Any teacher placed on unrequested leave of absence shall remain eligible for all employee benefit plans, subject to the approval of the insurance carrier, but must pay the entire premium during the period of such leave.

<u>Section 5. Vacancies</u>: When placed on unrequested leave, a teacher shall file the teacher's name and address with the school district personnel office to which any notice of reinstatement or availability of position should be mailed. Notice of any applicable vacancies shall be sent to all qualified teachers by registered mail and it shall be the responsibility of each teacher to respond within a fifteen (15) calendar day period if the teacher wishes to accept the position. The senior qualified teacher indicating willingness to accept the position shall be offered a contract. Failure of a notice to reach a teacher on unrequested leave shall not be the responsibility of the school district if the notice has been mailed as provided herein.

Failure to reply in writing within such fifteen (15) calendar day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and shall forfeit any future reinstatement or employment rights. The District shall also be free to fill any position on an emergency basis pending completion of the reinstatement procedure.

In order to be eligible for recall in the following school year, a teacher on unrequested leave shall notify the school district in writing prior to February 1st of each year of the teacher's willingness to accept recall to a position for which such teacher is licensed.

### Section 6. Establishment of a Seniority List:

<u>Subd. 1.</u> On or before November 15th of each year, the school district shall cause a seniority list (by name, amount of seniority, licensure, salary lane placement, and salary step placement) to be prepared from its records. Human Resources Director shall thereupon email such list to all teaching staff through their school email.

<u>Subd. 2.</u> 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) working days from the date of posting to supply written documentation, proof and request for seniority change to the school district.

<u>Subd. 3.</u> Within twenty (20) working days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make appropriate changes. A final seniority list shall thereupon be prepared by the school district and emailed to all teachers through school email addresses. Any teacher may challenge the final seniority list so prepared by filing a grievance. In the

absence of a grievance filed within twenty (20) working days from the date of posting of the amended list, the seniority list will be conclusively deemed to be correct. Each year thereafter the school district 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, new employees, or lane changes. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

<u>Section 7. Assignment:</u> The school district retains the right to assign teachers to positions for which they are licensed. The school district shall not be required to transfer a more senior teacher to a different assignment in order to accommodate the seniority claim of a teacher proposed for unrequested leave of absence, or the possible claim of a teacher to recall from unrequested leave of absence.

### **ARTICLE XV - SERVICES**

<u>Section 1.</u> <u>Basic Services:</u> Said teacher shall faithfully perform the teaching and nonteaching services prescribed by the District or its designated representative, abide by the rules and regulations as established by the District for the said school year and any additions or amendments thereto made necessary by emergency conditions for the annual salary indicated in the Appendix, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary licensure. The basic teacher's day, inclusive of lunch, shall be eight (8) hours. On work days immediately prior to a non-duty day, teachers may leave the building after the students have departed.

<u>Section 2. Building Hours:</u> The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the superintendent.

<u>Section 3.</u> Assignments: The District, or its designated representative, may assign the teacher to extracurricular assignments subject to teacher approval and subject to established compensation for such services which exceed the teaching or nonteaching services prescribed in Section 1. Said extracurricular assignments shall, insofar as possible, be described in Appendix C and D of this contract, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The District, or its designated representative, with teacher approval, except on a temporary basis in the case of an emergency, may make any additions or amendments to these assignments during the term of the school year as shall be necessary to relieve emergency conditions. Said extracurricular assignment shall not become a part of the teacher's continuing contract rights, unless expressly set forth in Appendix C & D.

## **ARTICLE XVI - ISSUANCE OF INDIVIDUAL CONTRACTS**

Teachers shall receive individual contracts upon initial employment and upon change in level of FTE. The District will provide emailed instructions to returning teachers within (30) working days after the adoption of the master contract for teachers to access the Employee Self Serve (ESS) to verify salary and FTE through pay information.

## ARTICLE XVII - EARLY CHILDHOOD FAMILY EDUCATION & SCHOOL READINESS TEACHERS

<u>Section 1. Statutory Considerations</u>: Pursuant to Minn. Stat. § 125.032, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher.

<u>Section 2. Probationary Period</u>: The probationary period of ECFE/School Readiness teachers shall be three school years of continuous service. During the probationary period the school district shall have the unqualified right to discharge an employee, and the employee shall have no recourse to the grievance procedure. Upon completion of the probationary period, an employee may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

<u>Section 3. Layoff and Recall</u>: ECFE/SR teachers shall have seniority only as an ECFE/SR teacher and shall have a separate seniority list consisting only of ECFE/SR teachers. An ECFE/SR teacher shall not have any rights to any other teaching position in the School District. ECFE/SR teachers shall be laid off and recalled within order of seniority with other ECFE/SR teachers.

Section 4. School Readiness Teacher Transition 2023-2024:

- School Readiness teachers will be placed on the PEA salary schedule and receive benefits in alignment with the PEA bargaining agreement.
- School Readiness teachers will be placed on the ECFE seniority list.
- School Readiness teachers that are properly licensed will have prior teaching years to the 2023-2024 school year count toward their probationary year(s) similar to Tier II licensed teachers. These teachers shall qualify for tenure if eligible and offered continuing contract for the 2024-2025 school year.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

<u>Section 1. Definitions and Time Limit:</u> A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this Agreement may be processed as a grievance as hereinafter provided. In the event that a teacher believes there is a basis for a grievance, the problem would first have to be processed through the executive and the grievance committee of the Association. These two committees must make every effort to interpret, clarify, and to resolve the problem with the teacher or teachers. If the problem cannot be resolved in the above committees, it may then be handled as a grievance and must be filed within twenty (20) working days of the claimed violation, misinterpretation or misapplication of the contract. The first day of the above twenty-day period is the day after the claimed violation occurred.

<u>Section 2. Informal Discussion</u>: In the event of a grievance, the grievant shall first discuss the alleged grievance with his/her building principal either personally or accompanied by the Association representative(s).

### Section 3. Formal Procedures:

#### Subd. 1. Written Grievance Level One - Principal:

- a. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix F, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.
- b. Within ten (10) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his or her disposition of the grievance, in writing, within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.

### Subd. 2. Level Two:

- a. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or fifteen (15) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent.
- b. Within seven (7) working days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.

<u>Subd. 3. Level Three</u>: If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within five (5) working days of such meeting (or twelve (12) working days from the date of filing with the superintendent, whichever shall be later), the grievance shall be transmitted to the school board by filing a written copy thereof with the secretary or other designee of the board. The board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the board shall be made no later than ten (10) working days thereafter. A copy of such disposition shall be furnished to the Association.

<u>Subd. 1. Written Appeal:</u> If the Association is not satisfied with the disposition of the grievance by the board, or if no disposition has been made within the period above provided, the Association may appeal the matter to arbitration by notifying the Superintendent within ten (10) days of its intention. The arbitrator shall be selected through the procedures promulgated by the Bureau of Mediation Services. The arbitrator shall have no power to alter, add to or subtract from the terms of this contract.

<u>Subd. 2. Fees and Expenses:</u> The fees and expenses of the arbitrator shall be shared equally by the parties.

<u>Section 5. Time Limits</u>: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

<u>Section 6. Expired Contract:</u> If the contract should expire, any claim or grievance arising under the old contract shall be processed through the grievance procedure until resolution.

<u>Section 7. No Reprisal:</u> No reprisals of any kind will be taken by the board or the school administration against any teacher because of his/her participation in this grievance procedure. No record of this grievance procedure shall be placed or recorded in the personnel files of the teacher involved.

<u>Section 8. Board Review:</u> The school board has the right to review the decisions of the administration and reverse or modify the decisions.

## **ARTICLE XIX - PUBLICATION OF CONTRACT**

Copies of this contract titled, "Master Contract between the Princeton Education Association," shall be available online within thirty (30) days after the contract is signed by both.

## ARTICLE XX- CONFORMITY TO LAW

If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXI - DURATION**

<u>Section 1. Term and Reopening Negotiations</u>: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter pursuant to P.E.L.R.A.

<u>Section 2. Finality:</u> Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

IN WITNESS WHEREOF, the parties have signed this Agreement.

PRINCETON EDUCATION ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 477

| Co-President, PEA     | Date | Chairperson, School Board     | Date |
|-----------------------|------|-------------------------------|------|
| Co-President, PEA     | Date | Clerk, School Board           | Date |
| Chief Negotiator, PEA | Date | Superintendent of Schools     | Date |
|                       |      | Director of Human Resources   | Date |
|                       |      | Director of Business Services | Date |

### All attached Appendices will be considered a part of the MASTER CONTRACT

### **APPENDIX A (2023-2024)**

\*Placement on Steps 15 on 18 are based on years of actual service to Independent School District 477. Refer to Article VIII, Section 2, Subd. 15.

| STEP  | BA     | BA+10  | BA+20  | BA+30  | BA+40/MA | MA+10  | MA+20  | MA+30  |
|-------|--------|--------|--------|--------|----------|--------|--------|--------|
| (1)   | 45,298 | 47,480 | 49,502 | 51,611 | 54,444   | 55,529 | 56,579 | 57,549 |
| (2)   | 46,275 | 48,640 | 50,967 | 53,260 | 56,397   | 57,543 | 58,655 | 59,687 |
| (3)   | 47,251 | 49,861 | 52,432 | 54,910 | 58,351   | 59,559 | 60,731 | 61,824 |
| (4)   | 48,228 | 51,082 | 53,897 | 56,556 | 60,305   | 61,574 | 62,807 | 63,961 |
| (5)   | 49,207 | 52,303 | 55,363 | 58,206 | 62,259   | 63,588 | 64,882 | 66,097 |
| (6)   | 50,183 | 53,524 | 56,828 | 59,855 | 64,214   | 65,604 | 66,958 | 68,235 |
| (7)   | 51,169 | 54,746 | 58,293 | 61,502 | 66,167   | 67,619 | 69,035 | 70,372 |
| (8)   | 51,169 | 55,966 | 59,759 | 63,151 | 68,120   | 69,633 | 71,110 | 72,509 |
| (9)   | 52,147 | 57,186 | 61,224 | 64,801 | 70,073   | 71,648 | 73,187 | 74,646 |
| (10)  | 52,147 | 58,408 | 62,690 | 66,449 | 72,029   | 73,663 | 75,263 | 76,782 |
| (11)  | 52,147 | 59,630 | 64,156 | 68,096 | 73,982   | 75,679 | 77,339 | 78,919 |
| (12)  | 52,892 | 60,891 | 66,016 | 69,996 | 75,938   | 77,651 | 79,328 | 80,926 |
| (15L) | 54,373 | 62,925 | 67,497 | 71,477 | 77,419   | 79,130 | 80,808 | 82,405 |
| (18L) | 57,184 | 67,621 | 71,801 | 76,443 | 82,179   | 83,862 | 85,462 | 86,994 |

Career Increments paid on June 15 based on full years of service completed.

Year 20-24 \$2000

Year 25-29 \$3000

Year 30+ \$4000

### **APPENDIX B (2024-2025)**

\*Placement on Steps 15 on 18 are based on years of actual service to Independent School District 477. Refer to Article VIII, Section 2, Subd. 15.

| STEP  | BA     | BA+10  | BA+20  | BA+30  | BA+40/MA | MA+10  | MA+20  | MA+30  |
|-------|--------|--------|--------|--------|----------|--------|--------|--------|
| (1)   | 47,110 | 49,379 | 51,482 | 53,675 | 56,622   | 57,750 | 58,842 | 59,851 |
| (2)   | 48,126 | 50,585 | 53,006 | 55,391 | 58,653   | 59,845 | 61,001 | 62,074 |
| (3)   | 49,141 | 51,855 | 54,529 | 57,106 | 60,685   | 61,941 | 63,160 | 64,297 |
| (4)   | 50,157 | 53,125 | 56,053 | 58,818 | 62,718   | 64,037 | 65,319 | 66,519 |
| (5)   | 51,175 | 54,395 | 57,578 | 60,534 | 64,749   | 66,131 | 67,478 | 68,741 |
| (6)   | 52,190 | 55,665 | 59,101 | 62,249 | 66,782   | 68,228 | 69,637 | 70,965 |
| (7)   | 53,216 | 56,935 | 60,625 | 63,963 | 68,814   | 70,323 | 71,797 | 73,186 |
| (8)   | 53,216 | 58,204 | 62,150 | 65,677 | 70,845   | 72,419 | 73,954 | 75,409 |
| (9)   | 54,233 | 59,474 | 63,673 | 67,393 | 72,876   | 74,514 | 76,114 | 77,632 |
| (10)  | 54,233 | 60,745 | 65,198 | 69,107 | 74,911   | 76,610 | 78,273 | 79,853 |
| (11)  | 54,233 | 62,016 | 66,722 | 70,820 | 76,942   | 78,706 | 80,432 | 82,076 |
| (12)  | 55,008 | 63,327 | 68,657 | 72,796 | 78,975   | 80,757 | 82,501 | 84,163 |
| (15L) | 56,548 | 65,442 | 70,197 | 74,336 | 80,515   | 82,296 | 84,040 | 85,702 |
| (18L) | 59,472 | 70,326 | 74,673 | 79,501 | 85,466   | 87,217 | 88,880 | 90,474 |

Career Increments paid on June 15 based on full years of service completed.

Year 20-24 \$2100 Year 25-29 \$3150

Year 30+ \$4200

#### **APPENDIX C**

| STEP | А    | В    | С    | D    | Е    | F    | G    | Н    | Ι    | J    |
|------|------|------|------|------|------|------|------|------|------|------|
| 1    | 5784 | 4859 | 4396 | 3933 | 3471 | 3008 | 2545 | 2082 | 1620 | 1157 |
| 2    | 5906 | 4961 | 4489 | 4016 | 3544 | 3071 | 2599 | 2126 | 1654 | 1181 |
| 3    | 6028 | 5064 | 4582 | 4099 | 3617 | 3135 | 2653 | 2170 | 1688 | 1206 |
| 4    | 6151 | 5167 | 4675 | 4183 | 3690 | 3198 | 2706 | 2214 | 1722 | 1230 |
| 5    | 6273 | 5269 | 4767 | 4266 | 3764 | 3262 | 2760 | 2258 | 1756 | 1255 |
| 6    | 6396 | 5373 | 4861 | 4349 | 3838 | 3326 | 2814 | 2303 | 1791 | 1279 |
| 7    | 6996 | 5876 | 5317 | 4757 | 4197 | 3638 | 3078 | 2518 | 1959 | 1399 |
| 8    | 7148 | 6005 | 5433 | 4861 | 4289 | 3717 | 3145 | 2573 | 2002 | 1430 |
| 18L  | 8453 | 7100 | 6424 | 5748 | 5072 | 4395 | 3719 | 3043 | 2367 | 1691 |

#### 2023-2024 EXTRACURRICULAR SCHEDULE

#### **APPENDIX D**

#### 2024-2025 EXTRACURRICULAR SCHEDULE

| STEP | А    | В    | С    | D    | Е    | F    | G    | Н    | Ι    | J    |
|------|------|------|------|------|------|------|------|------|------|------|
| 1    | 6016 | 5053 | 4572 | 4091 | 3609 | 3128 | 2647 | 2166 | 1684 | 1203 |
| 2    | 6143 | 5160 | 4668 | 4177 | 3686 | 3194 | 2703 | 2211 | 1720 | 1229 |
| 3    | 6270 | 5266 | 4765 | 4263 | 3762 | 3260 | 2759 | 2257 | 1755 | 1254 |
| 4    | 6397 | 5373 | 4862 | 4350 | 3838 | 3326 | 2815 | 2303 | 1791 | 1279 |
| 5    | 6524 | 5480 | 4958 | 4436 | 3914 | 3392 | 2870 | 2349 | 1827 | 1305 |
| 6    | 6652 | 5588 | 5056 | 4523 | 3991 | 3459 | 2927 | 2395 | 1863 | 1330 |
| 7    | 7276 | 6111 | 5529 | 4947 | 4365 | 3783 | 3201 | 2619 | 2037 | 1455 |
| 8    | 7434 | 6245 | 5650 | 5055 | 4461 | 3866 | 3271 | 2676 | 2082 | 1487 |
| 18L  | 8791 | 7384 | 6681 | 5978 | 5274 | 4571 | 3868 | 3165 | 2461 | 1758 |

#### **Post Season Incentive:**

Starting 9/1/2021 a paid head supervisor of an activity whose season is extended by participation at a MSHSL approved state tournament or competition, shall be paid a stipend of \$500 for advancing a team, or a flat \$250 stipend for advancing individuals. Paid assistant supervisors shall receive a stipend of \$250 for an advancing team, or a flat \$125 stipend for advancing individuals. This stipend does not apply to Boost paid coaches. Verification of the coach's attendance at the state tournament or competition is required. Head coaches must notify the Activities Office of which assistant coaches attended the event.

| 2023-2025           |   |
|---------------------|---|
| \$26.49             | Ticket taking. (Per event)  |
| \$26.49             | Ticket taking at musical and dramatic events. (Per event)   |
|                     | (Per class-rate based on MA step1)  |
| \$36.99 (2023-2024) | Unscheduled extra classes and/or supervision.   |
| \$38.47 (2024-2025) | Curriculum writing (Per hour)   |
|                     | Summer School and Targeted Services (per hour)  |
|                     | (2 hour class plus 15 minutes preparation)  |
|                     | (3 or 4 hour class plus 30 minutes preparation)   |
| \$42.08             | School bus chaperone and supervisor. (Per trip)   |
|                     | Salary for teaching a class in lieu of a conference period at the Middle<br>School and High School is a ratio of one class period of the scheduled<br>student day.  |
| \$936.00            | Reimbursement for teachers with teaching assignments between<br>buildings which cause loss of preparation time/lunchtime. (Per year)  |
| \$600.00            | National Board of Teaching Standards Certificate (per year)<br>Payment will commence upon issuance of certificate and will be<br>prorated if issued after July 1.<br>Payment will cease upon expiration of certificate. |
| \$250.00            | Stipend per credit for teaching a College in the Schools (CIS) course.<br>Advanced Placement (AP) course.   |
| \$600.00            | CCC for Speech Language Clinicians (all documentation required for<br>third party billing must be submitted according to timelines established<br>by the co-op and District)  |
| \$600.00            | C.E.U Committee Members   |
|                     | Teachers assigned to develop/write curriculum for an online<br>program/class while teaching that same course in person, during the<br>school year, will count as one the teachers assigned class periods.               |
| Activity Pass       | Retired staff will receive an activities pass granting entrance to regular season (home events only) school sponsored events.   |

#### APPENDIX E: EXTRA DUTY SCHEDULE 2023-2025

#### Appendix F

**ADAPTIVE BOWLING:** HEAD (I), Assistant (J) **ATHLETICS:** Elementary (I) BASEBALL: HEAD (B), Assistant (D),  $9^{\text{th}}$  Grade (E),  $7^{\text{th}}$  &  $8^{\text{th}}$  Grade (G) BAND: HS (C), MS (I) **BASKETBALL:** HEAD (A), Assistant (C), 9<sup>th</sup> Grade (**D**), 7<sup>th</sup> and 8<sup>th</sup> Grade (**G**) BOKS: IS (I) **CHEMICAL HYGIENE OFFICER: (I)** CHEERLEADING: HS (G), Assistant (I) CLAY TARGET: HS (C), Assistant (E), Safety Officer (I) CLUB ADVISOR: HS (J), MS (J) CROSS COUNTRY: HEAD(B), Asst (D) MS(G) DANCELINE: HS (G) DEBATE: HS (H) **ELEMENTARY SCHOOL PATROL: (I)** FFA ADVISOR: (B) FOOTBALL: HEAD (A), Assistant (C), 9<sup>th</sup> Grade (**D**), 7<sup>th</sup> and 8<sup>th</sup> Grade (**G**) **FULL-LENGTH PLAY:** HS (E) Assistant (G) GOLF: HEAD (B), Asst (D), MS (G) GYMNASTICS: HEAD (B), Assistant (D), 7<sup>th</sup> and 8<sup>th</sup> Grade (G) HOCKEY: HEAD (A), Assistant (C) INTRAMURALS: HS (H), MS (\$23/session) JAZZ BAND <SIZZLN' JAZZ> <HOT JAZZ> Grades 5-8: (I) KNOWLEDGE BOWL: HS (G), MS (I) LINK CREW: (I) MATH LEAGUE: HS (G), MS (I), Elem (I) **MOCK TRIAL: (I)** 

**MUSICAL (HS):** Artistic Director **(C)** Choreographer **(I)** Assistant(s) **(E) MUSICAL (MS) : Head Director(G)** Assistant(s) (I) NATIONAL HONOR SOCIETY: (I) NEWSPAPER: HS (C); MS (H), Elem (H) **DESTINATION IMAGINATION: HS(I) MS(I)** Elem(I) ONE-ACT PLAY: HS (E), MS (H) PROM: HS (J) **ROBOTICS:** HS (C) MS (G) Elem (G) SADD: (J) SCHOOL STORE: HS Head (B), Asst (F) SOCCER: HEAD (B) Assistant (D) MS (G) **SOFTBALL:** HEAD (**B**), Assistant (**D**), 9<sup>th</sup> Grade (E), 7<sup>th</sup> and 8<sup>th</sup> Grade (G) **SPEECH:** HS (B) Assistant HS (D) 9<sup>th</sup> Grade (E), MS (G) **STRENGTH COACH: HEAD (E)** STUDENT COUNCIL: HS (E), MS (G) Elem (J) SWIMMING: HEAD (B), Assistant (D), Synchronized (H) **TENNIS:** HEAD(B) Assistant (D), MS (G) HEAD (B), Assistant (D), TRACK: 7<sup>th</sup> and 8<sup>th</sup> Grade (G) **MUSIC:** VOCAL **<TREBLE** CHOIR> **SENSATIONS** HS (C), MS (I), Elem (J) VOLLEYBALL: HEAD (B), Asst (D) 9<sup>th</sup> Grade (E) 7<sup>th</sup> & 8<sup>th</sup> Grade (**H**) (G) WEB: MS (I) WINTER COLOR GUARD: HS (J) WINTER DRUM LINE: HS (J) WRESTLING: HEAD (A), Asst (C), MS (G)

YEARBOOK: HS (B), Asst (J), MS(H), Elem (J) (I)

# Appendix G

| Lane A=<br>12.5% of BA  | Head Coaches - Basketball, Football, Hockey, Wrestling   |  |  |
|-------------------------|--|--|--|
| LANE B =<br>10.5% OF BA | Head Coaches -<br>Baseball, Cross Country, Golf, Gymnastics, Soccer, Softball,<br>Swimming, Tennis, Track, Volleyball, Speech, FFA Advisor,<br>Yearbook, School Store Advisor (HS)<br>Head Track Coach- (Only for combined boys/girls head track. base<br>rate Lane A x 1.5. Does not apply for other combined boys/girls<br>activities. The funding formula applies as long as Head track remains<br>a combined boys/girls activity, or it will be funded at B, base rate<br>only). |  |  |
| LANE C =<br>9.5% OF BA  | Assistant Coaches - Basketball, Football, Hockey, Wrestling<br>Band (HS)<br>Vocal Music (HS)<br>Robotics (HS)<br>Clay Target (HS)<br>Newspaper (HS)<br>Musical Director (HS)   |  |  |
| Lane D =<br>8.5% of BA  | <u>Assistant Coaches</u> -<br>Baseball, Cross Country, Golf, Gymnastics, Soccer, Softball,<br>Swimming, Tennis, Track, Volleyball, Speech<br><u>Grade 9 Coaches</u> - Basketball, Football   |  |  |
| Lane E =<br>7.5% of BA  | <u>Grade 9 Coaches</u> - Baseball, Softball, Volleyball, Speech<br>Full Length Play - Director (HS)<br>Clay Target - Assistant<br>One Act (HS)<br>Musical - Assistants (HS)<br>Strength Coach - Per Season<br>Student Council (HS)   |  |  |
| Lane F =<br>6.5% of BA  | School Store Assistant (HS)  |  |  |
| LANE G =<br>5.5% OF BA  | 7th and 8th Grade Coaches - Baseball, Basketball, Cross Country,<br>Football, Golf, gymnastics, soccer, Softball, Track, Volleyball,<br>Wrestling, Tennis<br>Speech (MS)<br>Cheerleading (HS)<br>Dance line<br>Elementary Robotics<br>Full Length Play - Assistant Director (HS)<br>Knowledge Bowl (HS)  |  |  |

| LANE H =<br>4.5% of BA | MATH LEAGUE (HS)<br>MUSICAL HEAD DIRECTOR (MS)<br>STUDENT COUNCIL (MS)<br>ROBOTICS (MS)<br>DEBATE<br>INTRAMURALS (HIGH SCHOOL, MIDDLE SCHOOL - \$23.00 PER SESSION)  |
|------------------------|--|
| 4.570 OF BA            | NEWSPAPER (MS) (ES)<br>ONE ACT PLAY (MS)<br>SYNCHRONIZED SWIMMING<br>YEARBOOK (MS)   |
| LANE I = 3.5% OF<br>BA | Adaptive Bowling Head (HS)<br>Elementary Athletics<br>Band Camp (MS)<br>Boks (IS)<br>Chemical Hygiene Officer<br>Cheerleading Assistant (HS)<br>Elementary School Patrol<br>5-8 Grade Jazz Band & Sizzling Jazz & Hot Jazz<br>Knowledge Bowl (MS)<br>Link Crew<br>Math League (MS) (ES)<br>Mock Trial<br>Musical Choreographer (HS)<br>Musical - Assistants (MS)<br>NHS Advisor<br>Destination Imagination- All<br>Vocal Music - (MS)<br>Clay Target Safety Officer (HS)<br>*Sensations and Treble Choir<br>Yearbook - elementary<br>Web |
| Lane J - 2.5% of<br>BA | Adaptive Bowling Assistant (HS)<br>Club Advisor (HS) (MS)<br>Prom<br>SADD<br>Student Council (ES)<br>Winter color Guard<br>Assistant Yearbook<br>Winter Drumline<br>Vocal Music (ES)   |

### PRINCETON PUBLIC SCHOOLS GRIEVANCE REPORT FORM

| Name:         |                             | Building:                                |                   |  |
|---------------|-----------------------------|--|-------------------|--|
| Date Grieva   | ince Occurred:              |  | _                 |  |
| Level:        | Principal<br>Superintendent | (Circle one)                             |                   |  |
| Special Prov  |                             | t Allegedly Violated:<br>n, Subdivision) |                   |  |
| Statement o   | f Facts:                    |  |                   |  |
|               |                             |  |                   |  |
|               |                             |  |                   |  |
| Particular F  | Relief Sought:              |  |                   |  |
|               |                             |  |                   |  |
| Date of Filir | 12:                         |  |                   |  |
|               | 8                           | Signature                                | of Grievant       |  |
|               |                             | Associatio                               | on Representative |  |
| con Cu        |                             |  |                   |  |

cc: Superintendent Princeton Education Association - President