

TEACHER'S MASTER AGREEMENT

Lakeview
Independent School District #2167

And

Education Minnesota, Lakeview

July 1, 2023 through June 30, 2025

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ARTICLE I

PURPOSE

This Agreement is entered into between Independent School District No. 2167, Cottonwood, Minnesota, and Wood Lake, Minnesota, hereinafter referred to as the School District and Education Minnesota, Lakeview, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of the Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Districts recognizes Education Minnesota, Lakeview, as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, other than School District payment of, or contributions to, premiums for group insurance coverage for retired teachers or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. The term does not mean educational policies of the School District. In the case of school employees, "terms and conditions of employment," includes adult-to student ratios in classrooms, student testing, and student to personnel ratios. The term is subject to the provisions of the P.E.L.R.A.

Section 2. Teacher: The term, "teacher," shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB), in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus or prekindergarten program or other school district based early educational program, but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Subd. 1. Full-time Teacher: The term, "full-time teacher," unless otherwise defined with respect to a specific term in this Agreement, means all regular teachers and long-term

substitute teachers who work at least thirty (30) hours per week in the School District as a teacher.

Subd. 2. Part-time Teacher: The term, "part-time teacher," unless otherwise defined with respect to a specific term in this Agreement, means all regular teachers and long-term substitute teachers who work less than thirty (30) hours per week in the School District as a teacher.

Subd. 3. Long-Term Substitute Teacher: The term "long-term substitute teacher" means a teacher who is hired for a duration of time equal to or greater than one school year to replace one regular teacher on a leave of absence or, when hired, is expected to work for a duration of time equal to or greater than at least 30 consecutive days.

Section 3. School District: For the purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, 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 the selection, and direction, of personnel.

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board to the extent that such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and

without force and effect.

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

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., nothing contained in this 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 its 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.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative to negotiate grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Deduction, Authorization, and Remittance: Pursuant to the P.E.L.R.A., teachers shall be allowed payroll deduction for the exclusive representative and the political fund association with the exclusive representative and registered pursuant to Minnesota Statutes, section 10A.12. notification by the exclusive representative, the School District will deduct from the teacher's paycheck the deductions within thirty (30) days of notice of authorization from the exclusive representative. The School District also will remit the deductions to the exclusive representative in 9 equal installments beginning with the first pay period but in no event later than within thirty (30) days from the deduction from the teacher's payroll.

Section 4. Hold Harmless: The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, including any reasonable attorney fees and litigation costs which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the payroll deduction, authorization, and remittance specified by the exclusive representative as provided herein. Any dispute related to this Section shall not be subject to the grievance proceedings set forth in Article XIV and must be resolved through an unfair labor practice proceeding under Minnesota Statutes, section 179A.13.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to Tier 3 and 4 teachers shall be available during regular School District business hours to each teacher upon his/her written request. The Tier 3 or 4 teacher shall

have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The Tier 3 or 4 teacher shall be informed of any new information being placed in his/her file which relates to the teacher's performance or conduct. However, the School District may destroy such files as provided by law.

Section 6. Exclusive Representative Leave: At the beginning of every school year, the exclusive representation shall be credited with four (4) days to be used by teachers who are officers, agents, or other members of the exclusive representative, such use to be at the discretion of the exclusive representative. The exclusive representative agrees to notify the Superintendent no less than forty-eight (48) hours before the date for intended use of said leave. The School District agrees to pay the substitute. The leave is accumulative up to ten (10) days.

ARTICLE VI

BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation: The wages and salaries reflected in Appendix A, hereto attached, shall be effective only Tier 3 and 4 teachers for the 2023-24 and 2024-25 school years. The salaries reflected in Appendix B shall be effective only for Tier 1 and 2 teachers for the 2023-2024 and 2024-2025 school years.

Section 2. Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into before the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed. When a successor Agreement is reached, it will be retroactive to the expiration date of the previous Agreement. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Tier 3 or 4 teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment or licensed area as determined by the School District.

Subd. 2. Grades and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of "B" or higher. A teacher shall not advance more than one step progression in any one school year.

Subd. 3. Prior Approval: All credits, to be considered for application on the salary schedule, must be approved by the Superintendent in writing before the taking of the course. In the absence of the Superintendent, the Superintendent's designee may approve the credits.

Subd. 4. Effective Date: Individual teaching contracts will be modified to reflect qualified lane changes once every year, effective at the beginning of the school year, providing an official transcript of qualified credits is submitted to the Superintendent's office by September 30

of each year. Credits submitted by transcript after September 30, even though otherwise qualifying, shall not be considered until the following school year.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree or higher lane only if the degree program and/or courses are germane to the teaching assignment as approved by the School Board and when the degree program outlined for completion of the master's degree is approved in writing by the Superintendent in advance. Any credits earned beyond the master's degree shall be graduate credits. A teacher previously paid at the advanced degree level will not be reduced due to a change in the teaching assignment.

Subd. 6. Application: Credits to apply to lanes beyond a particular lane must be taken through an institution accredited by the National Council for Accreditation of Teacher Education or the Higher Learning Commission or with prior approval by the Superintendent of other accrediting agencies.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teachers of any salary schedule placement already recognized and actually being paid.

Subd. 8. Prior Experience: The School District reserves the right to allow additional years of experience or to compensate teachers above the salary schedule when necessary to employ teachers in teaching assignments for which teachers may be especially scarce without the consent of the exclusive representative.

Subd. 9. Step Advancement: A teacher must be employed a minimum of 115 contracted teaching days in a school year to qualify for a salary step advancement.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Section 5. Substitute Teachers: Long-term substitute teachers who are employed by the School District shall be placed on the salary schedule at BA Step 1 after ten (10) consecutive days of substitute teaching in the same assignment. The School District has the authority to place the substitute teacher on the schedule at an earlier time, after discussion with the exclusive representative, if the absence is in a teaching area that has a shortage of qualified substitutes. The compensation and fringe benefits packages for all other substitute teaches within the unit shall be determined according to School District policy.

Section 6. Part-Time Teachers: Part-time teachers, defined as those teachers employed less than an average of 20 hours per week and 100 days in a school year shall be compensated at a rate not less than School District policy.

ARTICLE VII

EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Appendix C, attached hereto, shall be effective for the 2023-24 and 2024-25 school years.

Section 2. Curriculum Writing Compensation: Curriculum writing assignments outside the regular contract day shall be made by the Superintendent. Teachers hired for such curriculum writing sessions shall be compensated on the basis of \$25.00 per hour for the 2023-24 school year and \$26.00 per hour for the 2024-25 school year.

Section 3. Supervision: General building supervision before school, between classes, after school, and elementary playground supervision before and after school shall be the responsibility of the total staff as a part of their general assignment without being assigned away from their normal classroom. Specific assignments will not normally be made for these duties. In the event it should become necessary to make such assignments, the assignments and the reimbursement for such assignments will be agreed to by the exclusive representative and the School District. A teacher may be requested to perform supervision if an emergency situation arises.

Section 4. Substitute Pay for Teachers: Teachers who substitute for other teachers during the teaching day will be paid at a rate of \$25.00 per class period for the 2023-24 school year and \$26.00 per class period for the 2024-25 school year.

Section 5. Extra Compensation. Teachers employed beyond the regular school year for extended assignments in the areas of speech therapy, summer agriculture, driver's education, music lessons, etc., will be compensated at a rate of \$25.00 per hour for the 2023-24 school year and \$26.00 per hour for the 2024-25 school year.

ARTICLE VIII

EARLY RETIREMENT INCENTIVE

Section 1. Definition: Teachers who have completed twenty years of full-time teaching service in the School District shall be eligible for early retirement pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board and expiration of the teacher's individual teaching contract. Any teacher choosing to retire early shall initiate such action by March 15 in writing to the School District Office. The teacher must formally notify the School District in writing of his/her resignation before April 1.

Section 2. Application: Sections 1-8 of this article shall apply only to teachers whose service has been full-time, as defined in ARTICLE IX, Section 5 and who were employed by the School District prior to September 1, 1999.

Section 3. Sick Leave Credit: Full-time teachers shall earn days of sick leave credit for each full year of actual teaching in the School District according to the following schedule:

- a. During the first year and all other years of eligible service, the eligible teacher shall earn two (2) additional days of sick leave per year of eligible service; and
- b. In addition, during each year of eligible service, an eligible teacher may earn up to an additional one day of sick leave credit per year for each year that less than three days of sick leave, from the yearly accumulation, is used under ARTICLE X, Section 6.
- c. Teachers hired before September 1, 1999, shall have additional days credited to their accrued

sick leave equal to the number of days they have earned under paragraphs a. and b. above.

Section 4. Compensation Rate: In applying these provisions, a teacher's daily rate of pay shall be his/her basic individual teaching contract salary at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra curricular activities, extended employment, or other extra compensation.

Section 5. Accumulated Sick Leave: Eligible teachers, upon retirement, shall receive as early retirement compensation pay for accumulated and unused sick leave days up to the amount of days that have been earned under Section 3 above.

Section 6. Installments: Early retirement compensation shall be paid by the School District in installments not to exceed the time period of 24 months.

Section 7. Date of Resignation: This article shall apply only to teachers who resign on September 1, 1993, or later.

Section 8. Termination: Early retirement pay shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40.

Section 9. 403b Matching Contribution Plan:

Subd. 1. Eligibility: All teachers who have completed at least three years of teaching experience with the School District shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24 effective during the 2023-24 and 2024-25 school years. Teachers may participate in the matching contribution plan on a pro-rata basis as shown in the following schedule:

| Annual Contract | % of District Contribution |
|--|----------------------------|
| .75 FTE or greater | 100% |
| .50 FTE but less than .75 FTE | 50% |
| Greater than .35 but less than .50 FTE | 25% |
| Less than .35 FTE | No match |

Subd. 2. School District Contribution: The School District shall contribute annually an amount equal to the amount contributed by the teacher. This amount shall not exceed the maximum amount outlined in this subdivision. The School District contribution will be according to the following schedule:

| Years of Service | Board Matching Contribution |
|------------------|-----------------------------|
| 0-3 years | No match |
| 4-5 years | \$375 |
| 6-10 years | \$525 |
| 11-15 years | \$675 |

| | |
|------------------|---------|
| 16-20 years | \$900 |
| 21 or more years | \$1,100 |

Subd. 3. Maximum School District Match: The maximum career matching contribution by the School District shall be \$20,500.00 per teacher.

Subd. 4. Salary Reduction Authorization: A salary reduction authorization agreement must be completed by the eligible teacher by October 1 of each school year in order for the teacher to participate in the 403b matching contribution plan for that school year. It is the responsibility of the teacher to make sure that the amount of the deduction is within IRS allowable limits. The salary reduction in the amount specified by the teacher shall continue from year to year unless the teacher notifies the School District, in writing, of a requested change.

Subd. 5. Teachers on Leave: Teachers on unpaid leaves may not participate in the matching program while on leave. Those teachers on sabbatical leaves retain the option of participation at a pro-rata (50%) amount for the duration of their leave.

Subd. 6. Early Retirement: Teachers hired before September, 1999, will continue to be covered under the early retirement language of Sections 1.-8. of this article. The School District shall, however, subtract any amount paid to the 403b matching contribution plan from the amount the teacher would be guaranteed in early retirement in Sections 1.-8. of this article. The balance of the early retirement, if such an amount exists, shall be paid by the School District per Sections 1.-8. of this article.

ARTICLE IX GROUP INSURANCE

Section 1. Selection: The selection of the insurance carriers and policies shall be made by the School District as provided by law. In making this selection, the School Board will consider the recommendations of a staff insurance committee which has studied the various options for coverage.

Section 2. Insurances:

Subd. 1. Health and Hospitalization Insurance: For the 2023-24 school year the School District shall contribute a sum of up to \$5,700 per year (\$475.00 per month) toward the premium for individual coverage or a sum of up to \$8,800 per year (\$733.33 per month) for dependent coverage. For the 2024-25 school year the School District shall contribute a sum of up to \$6,100 per year (\$508.33 per month) toward the premium for individual coverage or a sum of up to \$9,800 per year (\$816.67 per month) for dependent coverage. These contributions will be made for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For teachers who are married to another School District employee, and when both spouses are eligible for a health insurance benefit, the School District will

contribute a sum equal to but not to exceed the sum of the monthly dependent coverage premium as defined in this subdivision, or up to the proportional amount for which the teacher is eligible as defined by Section 5 of this article, plus the lesser of (1) \$3,750, (2) the proportional single coverage amount for which the teacher's spouse is eligible as defined by Section 5 of this article, or (3) the applicable proportional benefit amount for which the teacher's spouse is eligible as defined by other employment agreements in the School District. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 2. Long-Term Disability Coverage: The School District shall contribute a sum of up to \$72.00 per year (\$6.00 per month) for the 2023-24 and 2024-25 school years toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District long-term disability insurance plan. Any additional premium shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Life Insurance Coverage: The School District shall contribute a sum of up to \$76.80 per year (\$6.40 per month) for the 2023-24 and 2024-25 school years toward the premium for individual or dependent basic \$30,000.00 term life insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District basic term life insurance program. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 3. Claims Against the School District: 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 benefits by an insurance carrier.

Section 4. Duration of Insurance Contributions: A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all School District contribution shall cease. The time period for all School District insurance coverages begins July 1 of each year through June 30 of the successive year.

Section 5. Eligibility: Full benefits provided in this article are designed for full-time teachers as described in ARTICLES XI and XII hereof. Part-time teachers who are employed an average of at least 20 hours per week and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than an average of 20 hours per week or less than 150 days in a school year and substitute teachers shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Child Care Leave:

Subd. 1. Eligibility: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant provided such parent is caring for the child on a full-time basis.

Subd. 2. Required Notice: 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 calendar months (except in the event of emergencies as determined by the Superintendent) before commencement of the intended leave.

Subd. 3. Leave Occasioned by Pregnancy: 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 during a period of physical disability. The normal periods of physical disability for pregnancy will be six weeks for a routine delivery and eight weeks for a C-section. Teachers may utilize leave in the following order for any period of physical disability due to pregnancy: sick leave, personal leave, and unpaid leave. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Beginning and Ending Date Adjustment: 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 vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. Duration of Leave: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his or her employment before the date designated in the request for child care leave.

Subd. 6. Returning from Child Care Leave: A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed and qualified unless previously discharged or placed on unrequested leave.

Subd. 7. Failure to Return: 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 in the leave.

Subd. 8. Experience Credit: 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 for child care leave.

Subd. 9. Insurance Participation: A teacher on child care 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, 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.

Subd. 10. Pay and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 2. Adoption Leave: If the reason for the child care leave is occasioned by adoption, a teacher may utilize up to 5 days of sick leave for the actual receiving of the child(ren). A written statement from the adoption agency must be provided for the actual number of days needed to receive the child(ren).

Section 3. Personal Leave:

Subd. 1. Number of Days Allocated: At the beginning of every school year, each teacher shall be credited with three (3) days per year; however, one day will be allowed to be carried over into the succeeding school year. No teacher will accrue more than four (4) days in one school year. These days may be used for any purpose at the discretion of the teacher. There shall not be more than three (3) teachers per school day that will be approved to utilize personal leave days.

Subd. 2. Advance Notice: Requests for personal leave must be made in writing to the Superintendent at least forty-eight (48) hours in advance, except in the event of emergencies.

Subd. 3. Restricted Personal Leave Days: A personal leave day shall not be granted for the first day of teacher workshop, the first day of school that students attend, parent – teacher conference days, the day before or day after winter break, or the last week of the school year, the Superintendent may waive the prohibition on using personal leave at his or her sole unreviewable discretion. Denial of a request to use a personal leave day during the last week of school shall not be grievable.

Subd. 4. Compensation for Unused Personal Leave Days: The School District will compensate a teacher at the rate of \$120.00 per day for unused personal leave days. Teachers will be allowed to cash in all days if they wish which brings their accrued total of personal leave days back to zero (0). If a teacher wishes, he or she may opt to carry over one (1) personal leave day into the next succeeding year; however, a teacher may never accrue more than four days in one school year.

Section 4. Professional Leave: All teachers may request to be granted no more than three (3) days (24 hours) of professional leave annually, excluding School District-assigned workshops with pay, to attend meetings to facilitate professional growth. All professional leave requests must have prior approval from

the administration. Mileage, lodging, meals and registration shall be reimbursed with a maximum of \$600.00 per year, per teacher. These days may be used during the summer upon approval of the Superintendent. If approved by administration, teachers may use professional leave to leave school early to attend classes germane to their teaching assignment. This time may be hourly, accruing to no more than 3 days (24 hours) for the school year. If over 3 days (24 hours) is required, additional time will be taken out of personal time. If no personal time remains, it will be considered unpaid time.

Section 5. Sabbatical Leave:

Subd. 1. Written Application: Upon written application to the Superintendent on or before April 1, a full-time teacher who has been employed in the School District for six (6) full-time and continuous years may be granted a sabbatical leave for up to one (1) year for professional growth (which relates to the current teaching assignment). No annual salary or fringe benefit shall be paid during such leave.

Subd. 2. Return from Sabbatical Leave: A teacher must notify the School District in writing by April 1 of their intent to return from a year long sabbatical leave on a specified date during the following school year or they will forfeit their reinstatement rights for that school year. A teacher, returning from a sabbatical of less than one year, must notify the school district in writing by the start of the term they will be on leave of their intent to return from their sabbatical leave on a specified date during the following term or they will forfeit their reinstatement rights for that school term. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position, unless previously discharged or placed on unrequested leave of absence, on the salary schedule as he/she would have been had he/she taught in the School District during such period on said salary lane. He/she shall be restored to tenure, insurance benefits, accumulated sick leave, and other accrued benefits had he/she taught in the School District during such period.

Subd. 3. Number of Teachers Allowed to be on Sabbatical: Only one (1) full time teacher may be granted sabbatical leave in any one school year.

Section 6. Jury Duty Leave: A teacher called for jury duty or subpoenaed to give testimony before any judicial court shall be paid his/her full salary, with the jury duty pay being turned in to the School District.

Section 7. Sick Leave:

Subd. 1. Sick Leave Earned: A full-time teacher shall earn sick leave at the rate of fifteen (15) days for each year of service as a teacher in the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part-time teachers shall accrue and be charged such leave on a pro-rata basis.

Subd. 2. Accumulation of Sick Leave: Unused sick leave days shall accumulate to a

maximum credit of one hundred-five (105) days of sick leave per teacher.

Subd. 3. Allowable Leave: Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness and/or disability that prevented his/her attendance at school and performances of duties on that day or days. In addition, an employee may use sick leave pursuant to M.S. 181.9413. In severe hardship situations, additional leave may be allowed subject to the discretion of the Superintendent.

Subd. 4. Medical Certification: After three (3) days, the School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District.

Subd. 5. Deduction of Sick Leave: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 9. Catastrophic Voluntary Sick Leave Pool: Teachers may, on a voluntary basis, contribute one personal day and one sick day to another teacher who has exhausted his or her accumulated sick leave, under the following conditions:

1. The affected teacher must apply in writing, stating the medical need, to the review board. The review board will consist of the Superintendent, a School Board representative, and a member of the exclusive representative.
2. Upon approval by the Review Board, a one-event sick leave pool will be created.
3. Upon creation of the pool, teachers may contribute a personal day and a sick day to the pool provided they have accumulated a minimum of 20 days in their own sick leave account. The personal day will be utilized first.
 - a. After commitment of personal and sick days from all participating teachers, the personal days will be charged first based on the order the contributions were submitted until all participating teachers have been charged for a personal day. The process will repeat using the sick days once the personal days have been used.
4. All contributions to the sick pool are to remain anonymous.
5. The maximum distribution per event from the Catastrophic Voluntary Sick Leave Pool will not exceed 30 days per school year.

Section 8. Workers' Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 9. Bereavement: Up to five (5) days of bereavement leave per year shall be allowed, the days to be deducted from sick leave, for death in the teacher's immediate family. Immediate family is defined as the teacher's spouse, child, step child, parent, grandparent, brother, sister, in-laws (mother, father, brother, and sister), or other person living in the same household as the teacher. In severe hardship cases, additional leave may be allowed subject to the discretion of the Superintendent.

Section 10. Eligibility: Full leave benefits provided in this article shall apply only to full-time teachers as defined in ARTICLES XI and XII hereof. Part-time teachers who are employed an average of at least 20 hours per week and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than an average of 20 hours per week or less than 150 days in a school year and substitute teachers shall not be eligible for any benefits pursuant to this article. Long term substitutes contracted for a continuous period of at least 90 days in the same teaching assignment shall be eligible for pro-rated sick leave benefits only. Long and short term substitutes contracted for a period of less than 90 days shall not be eligible for any sick leave benefits.

Section 11. Family and Medical Leave.

Subd. 1. Definition: Pursuant to the Family and Medical Leave Act, 29 U.S.C.,§2601 et.Seq., an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious health condition of a teacher's spouse, child, or parent, and
4. the teacher's own serious health condition.

Subd. 2. Health Insurance: During such a leave, eligible teachers shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section, a teacher must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Substitution of Leave: The teacher may elect, or the School District may require the teacher, to substitute paid sick leave, paid personal leave, or other paid leave for leave otherwise provided under this section, as permitted by law. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine the leaves for a period of time that exceeds 12 weeks.

Subd. 5. Written Notice: The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 12. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 13. Leave of Absence Without Pay: Upon request and approval by the Superintendent, teachers may be granted leave without salary or fringe benefits. Group insurance benefits shall continue in effect, but the teacher shall reimburse the District for the pro-rata cost of the insurance premiums.

ARTICLE XI HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be eight (8) hours per day inclusive of a 20-minute lunch period.

Section 2. Additional Activities: The assignment of extra duties outside the normal school day shall be made by the School District based on the needs of the extra curricular program in that building. Such assignment shall be made as agreed to by the exclusive representative and the School District and shall, as much as possible involve volunteers, but the School District reserves the right to assign teachers when volunteers are NOT available.

Section. 3. Teaching Load:

Subd. 1. Elementary Preparation Time: The daily preparation time for an elementary school teacher must be comparable to that provided secondary teachers within the student contact day. The preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the student contact day.

Subd. 2. Teaching Load for a Seven Period Day – Extra Class Compensation: Secondary teachers will have a normal assignment of five instructional periods per day plus one period of other professional activities. All secondary teachers will be accorded one preparation period per day. Upon agreement of the teacher and School District, the teacher may teach a sixth class. In this event, the teacher shall be paid an additional \$2,520 per semester for the 2023-25 school year and \$2,520 per semester for the 2024-25 school year.

Subd.2a. Teaching Load for an Eight Period Day: In the event the School Board establishes an eight period day for secondary students, the normal teaching assignment for a full-time teacher will be six instructional periods and two prep periods per day or five instructional periods, two supervisory assignments, and one prep period per day. Upon agreement of the teacher and School District, the teacher may teach a seventh class, the teacher shall be paid an additional \$2,520 per semester for the 2023-24 school year and \$2,520 per semester for the 2024-25 school year.

Subd. 3. Preparation Time – Teacher Specialists:

- A. Seven Period Day: Teacher specialists will have a preparation time equal to all teachers at their level. The normal teaching load for full-time teacher specialists who teach both secondary and elementary classes is teaching time

equivalent to teaching five secondary classes. Upon agreement of the teacher and School District, a teacher specialist may teach an amount of time equivalent to teaching six secondary level classes, as defined in Subd. 2 of this article, in a seven period day, the teacher specialist shall be paid an additional \$2,520 per semester for the 2023-24 school year and \$2,520 per semester for the 2024-25 school year.

- B. Eight Period Day: The normal teaching load for a teacher specialist will be six instructional periods and two prep periods per day or five instructional periods, two supervisory assignments, and one prep period per day. Upon agreement of the teacher and School District, a teacher specialist may teach an amount of time equivalent to teaching a seventh class in an eight period day, the teacher shall be paid an additional \$2,520 per semester for the 2023-24 school year and \$2,520 per semester for the 2024-25 school year. Full-time teacher specialists who teach both secondary and elementary classes and who teach the time equivalent of seven secondary level as defined in Subd. 2 of this article will be paid an additional \$2,520 per semester for the 2023-24 and \$2,520 per semester for the 2024-25 school year.

Subd. 4. Double Prep: A teacher with a double prep (two classes within the same period) will receive an additional \$2,520 per semester in 2023-24 and \$2,520 per semester in 2024-25. All double preps must receive prior written approval from the School Board and the teacher involved.

Section 4. Online Instruction

Subd. 1. Teachers may be assigned to teach classes using telecommunications as the method of instruction in the subject matter and field in which the teacher is licensed only by mutual consent.

The District's policies and procedures and the terms and conditions of employment contained in the Master Agreement shall apply for all teachers assigned to teach telecommunications classes.

Subd. 2. Extra Preparation Period, Overload Assignment:

A. Due to the unique nature of telecommunications instruction, the first time a teacher is assigned to teach a class using telecommunications, that teacher shall be provided an extra preparation period per day for that course or the teacher will be compensated for curriculum development pay as defined in article VII section 2 up to a maximum of \$1500.

B. A class using telecommunications instruction will be treated like a regular instructional period and if the inclusion of the telecommunications class results in an overload as specified by Article XI, Section 3, Subd. 2 or 2a, the teacher will receive overload compensation.

Subd. 3. Equipment/Technical Support: A teacher assigned to teach a class using telecommunications instruction shall be provided with the proper equipment to successfully teach the telecommunications class. The computer technologist shall assist this teacher with the proper set-up of such equipment.

Subd. 4. Grading: It shall be the responsibility of the telecommunications teacher to follow all grading policies and deadlines set forth by the School District as well as adhere to the dates and deadlines of the schools in which the remote students are located.

Section 5. College in the School: The following items will apply only to teachers instructing a concurrent enrollment/College in the School (CIS) course.

Subd.1 Definition: A concurrent enrollment/College in the School (CIS) class is defined as a class where students earn a letter grade from a college or university, yet the class is taught by an instructor at the Lakeview High School.

Subd. 2. Higher Learning Commission Credentialing: In accordance with the requirements established by the Higher Learning Commission; any teacher who obtains/sustains credentialing and uses these credentials to teach assigned concurrent enrollment courses in the Lakeview Public School system, will be given a \$500 stipend for each section taught.

After July 1, 2017, prior written approval shall be secured from the Superintendent before enrolling for courses used to obtain or sustain credentialing for purposes of obtaining reimbursement or a lane change pursuant to this Article. Approval or disapproval shall be secured on the "Course Approval Form for Teachers."

Teachers Teaching concurrent enrollment courses without meeting the Higher Learning Commission requirements will not be eligible for the stipend.

Subd. 3. Based upon the needs of the school district and students for the continuance of College in the Schools, specific teachers may be requested by the School District to earn additional college credits for certification to teach selected courses.

1. The School District will reimburse teachers requested to obtain certification up to \$8,500.00 towards college courses required for such certification, if approved in advance by the – school district superintendent in his/her sole discretion. Such approval will not be unreasonably withheld. This includes the cost for tuition, books, mileage, and supplies for the certification as agreed upon by the teacher and the school district superintendent. Up to a maximum of 18 credits earned pursuant to this section may be considered when determining the teacher's salary pursuant to Article VI. All other requirements of Article VI must be met when determining whether credits earned pursuant to this section affect the teacher's placement on the salary schedule.
2. Teachers eligible for lane change(s) will receive their earned placement as credits are earned in accordance with Article VI, Section 3, subdivision 4.

3. The teacher agrees to teach concurrent enrollment/College in the Schools for a minimum of five (5) years in the district. If the teacher leaves the district, drops licensure, or declines to teach concurrent enrollment course(s), the teacher shall reimburse the district in amount equal to twenty (20) percent of the total amount paid by the district pursuant to this section amount per year for each year remaining in the five (5) year period. The teacher shall not be penalized if failure to teach the required course(s) during the five (5) year period is caused by school district action.
4. The school district shall reimburse the teacher for expenses incurred in connection with the college courses approved in accordance with subdivision 3 (1) of this section within thirty (30) days after the teacher submits a receipt or similar proof of payment of said expenses to the superintendent.
5. During the five (5) year teaching window where a teacher refuses to teach the concurrent enrollment/College in the School course(s), credits earned in attaining certification pursuant to this section shall not be applied to the salary schedule. If applying such credits previously resulted in a lane change, the teacher shall be returned to the lane previously applicable without consideration of said credits. Return to a prior lane shall be effective at the beginning of the school year, consistent with Article VI, Section 3, subdivision 4. A teacher may be reconsidered for a lane change based upon application of the College in School credits effective in the school year in which the teacher again agrees to teach said course(s).

ARTICLE XII

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for the school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of 183 duty days including student contact days for the 2023-24 school year and the 2024-25 school year.

Section 2. Emergency Closing: In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the school calendar. If school is closed on normal duty days, the teacher shall perform duties on such other days in lieu thereof as the School District shall determine. When school is closed because of inclement weather, the teachers will be allowed to leave the building 15 minutes after the final student bus has left the school building.

ARTICLE XIII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Procedure: The procedures for placing teachers on unrequested leave of absence shall be in accordance with the provisions of M.S. 122A.40, Subd. 10 which article, when adopted, shall constitute

the required plan for unrequested leave of absence because of discontinuance or position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

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

Subd.1. Teacher: “Teacher” shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

Subd.2. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the School District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd.3. Seniority: “Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most clearly related to the teacher’s current assignment as determined by the School District.

Section 3. Establishment of Seniority List:

Subd. 1. Posting of Seniority List: By October 15 of each year, the School District shall cause a seniority list which includes full-time and part-time teachers (by name, date of employment, qualifications, and license), to be prepared from its records. It shall then post such list in an official place in each school house within the School District. A copy shall also be sent to the President of the exclusive representative, to each newly employed teacher, and made available to all teachers.

Subd. 2. Request for Seniority Change: Any person whose name appears on such list and who may disagree with the finding of the School Board and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the School Board. Within ten (10) days thereafter, the School District shall evaluate all such written communications regarding the order of seniority contained in said list and shall make a final seniority list. Each year thereafter by October 15, the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence procedure until thereafter revised.

Subd. 3. Filing of New Licenses: Any new licenses obtained by a teacher must be filed in the office of the Superintendent before February 1 if they are to be considered for that year's reduction in staff, if any. Any license filed in the office of the Superintendent on February 1 or thereafter shall be considered for purposes of reinstatement from unrequested

leave of absence.

Section 4. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreements affecting such licensed employees.

Section 5. Unrequested Leave of Absence:

Subd. 1 Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons therefor.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter has a final disposition of disciplinary action within the last three (3) years; 2) No teacher holding a master's degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified teacher employed in the same field and subject matter holds less than a master's degree in the field or subject matter employed. A graduate degree of master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed; 3) No teacher holding Higher Learning Commission credentialing permitting the teacher to teach a concurrent enrollment/College in the School class shall be placed on ULA if any other qualified teacher employed in the same field and subject matter does not hold Higher Learning Commission credentialing permitting that teacher to teach a concurrent enrollment/College in the School class.

Subd.4. Tie-Breaker: In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date and who have equal seniority, the selection of the teacher for purposes of discontinuance shall be based on the following criteria: (1) Cumulative Formal Observation Performance in the Lakeview School District, (2) Training, (3) Experience including the number of years the teachers has been teaching, (4) Number of licensure areas, (5) Special or advanced certifications obtained in the teacher's field and subject matter employed, (6) Special or Extra-Curricular Assignments, and (7) Other relevant factors.

Subd. 5 Displacement (Bump) Rights: A teacher that has been notified of their placement on ULA, shall have the right to "bump" a less senior teacher.

- a. The term “bump”, is defined as a senior qualified teacher claiming the teaching duties of a less senior teacher, thereby displacing the less senior teacher in whole or in part.
- b. No teacher or staff member exercising a claim to a teaching position under the provisions of the section shall “bump” a teacher from his/her position unless that teacher; (1) is senior to the teacher being bumped, (2) has current licensure in the claimed subject area or field at the time of the notice.
- c. The bumping rights of this section may be exercised by written notice to the office of the Superintendent within ten (10) days from the date of receipt of the proposed notice of placement on unrequested leave.
- d. Teachers displaced by bumping shall be placed on unrequested leave of absence and shall be notified of such leave in accordance with the procedures set forth in the section.

Subd. 6 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 re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 6. Dropping of a License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher initiates the dropping of the license which qualified the teacher for the teacher’s current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 7. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the position from which they have been given leave or any other available position in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be 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.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall send the notice by mail to the address on file with the district and by email to the email address the teacher has on file with the district who shall have fourteen (14) days

from the date the notice was sent (postmark and email date) to accept reemployment. Failure to accept in writing within such fourteen (14) day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

Section 8. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40, subdivision 14, and, therefore, shall not be the subject to the grievance procedure.

ARTICLE XIV

GRIEVANCE PROCEDURES

Section 1. Application: This grievance procedure shall be applicable whenever a public employer and the exclusive representative of the public employees cannot reach agreement on a grievance procedure as required by the P.E.L.R.A..

Section 2. Definitions:

Subd. 1. Grievance: "Grievance" means an allegation by a teacher or the exclusive representative resulting in a dispute or disagreement between the teacher or the exclusive representative and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. Days: "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

Subd. 3. Service: "Service" means personal service or by certified mail.

Subd. 4. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provisions of the Agreement in dispute, and the relief requested.

Subd. 5. Small Group of Teachers: "Small group of teachers" means a group of teachers consisting of five (5) or less.

Subd. 6. Answer: "Answer" means a concise response outlining the School District's position on the grievance.

Section 3. Step I: Whenever any teacher or small group of teachers has a grievance, he/she/they shall meet on an informal basis with the teacher's or teachers' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the teacher(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the School District's designee (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The

School District shall, within five (5) days of receipt of the written grievance, serve its answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the teacher(s) may proceed with the grievance and, if he/she/they so choose, may select a designee to represent him/her/them.

If the grievance involves and affects more than five (5) teachers, the grievance may be reduced to writing by the exclusive representative and must be served upon the School District's designee within twenty (20) days after the grievance occurred, or through the use of reasonable diligence, after the teacher(s) should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve its answer upon the exclusive representative (or, in the appropriate case, teacher(s) or their designee.)

Section 4. Step II: The School District's representative shall meet with the exclusive representative, (or, in the appropriate case, teacher(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the term of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or, in the appropriate case, teacher(s) or their designee), if it/he/she/they elect(s) to proceed with the grievance, must proceed with Step III official(s). The notification shall contain a concise statement indicating the intention of the party(ies) to proceed with the grievance, an outline of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

Section 5. Step III: The School District, its Superintendent, or its designee shall meet with the designated official of the exclusive representative (or, in the appropriate case, teacher(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

Section 6. Step IV: The School District and the teacher representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota (BMS), a list of five (5) names. The list maintained by the Commissioner of the BMS shall be made up of qualified arbitrators who have submitted an application to the BMS. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute, subject to the limitations of arbitration decisions as provided in PELRA, unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, and shall be. The decision of the arbitrator shall be in writing and include findings of fact and shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the BMS. Processing of all grievances shall be during the normal work day whenever possible, and teachers shall not lose wages due to their necessary participation. For purposes of this paragraph, teachers entitled to wages during their necessary participation are as follows:

- a. The number of teachers equal to the number of persons participating in the grievance proceeding on behalf of the School District; or
- b. If the number of persons participating on behalf of the School District is less than three, three teachers may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the School District, require that the grievance automatically advance to the next step of the grievance procedure.

Expenses: Each party shall bear its own expenses relating to arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses that 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 share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy

Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance that 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, that 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, selection of personnel, and direction of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a

federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Master Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Master Agreement, the teacher(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Master Agreement or to enforce the award of an arbitrator.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XV

PROGRESSIVE DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher subject to the continuing contract law may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A teacher shall be suspended without pay or a teacher not subject to the continuing contract law who is discharged shall have such action taken only for just cause, and such action shall be subject to the grievance procedure. A teacher subject to the continuing contract law who is the subject of a discharge shall be governed by M.S. 122A. 40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. Above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee. The teacher may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within ten (10) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and length thereof were

appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: Nothing in this article shall apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid administrative leave and which shall not be subject to the grievance procedure.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full execution through June 30, 2025 and thereafter as provided by the P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the School Board no later than March 1, 2025. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes full and complete agreement between the School District and the exclusive representative. The provisions relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Master Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Master Agreement.

Section 3. Finality: 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 by mutual agreement by both parties.

Section 4. Severability: 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 legally invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVII

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE)–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 and must fall within the definition of “teacher” for purposes of PERLA to be included within the teachers’ appropriate unit and covered by the terms of this Master Agreement. Effective for the 2023-2024 school year and later, ECFE teachers covered by this Master Agreement shall fall within the definition of a teacher for purposes of Minnesota Statutes, section

122A.40, subdivision 1.

Section 2. Probationary Period: In accordance with Minnesota Statutes, section 122A.40, subdivision 5 and Minnesota Statutes, section 122A.26, the probationary period of ECFE teachers who taught for three consecutive years for the School District or another district or charter school in Minnesota or another state shall be one (1) year, which for ECFE teachers currently employed by the School District shall commence to accrue as of July 1, 2023, or upon employment with the School District thereafter. For all other ECFE teachers, the probationary period shall be three (3) school years of continuous service.

Section 3. Layoff and Recall: Upon attaining a continuing contract, ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE/School Readiness teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District, unless licensed in another area and attaining seniority in another position as set forth in this Article or other applicable article of this Agreement. The School Board may place on unrequested leave of absence (ULA) ECFE teachers as may be necessary because of discontinuance of a position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of (5) five years, after that the right to reinstatement shall terminate; provided the right to reinstatement shall also terminate if the teacher fails to file with the School District’s designee by April 1st of each year a written statement requesting reinstatement. Reinstatement rights shall automatically cease (5) years from the date ULA commenced and no further rights to reinstatement shall exist. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and School Board. Teachers placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement. ECFE teachers shall be placed on ULA in inverse order of seniority with respect to their specific seniority list. No new ECFE teacher shall be employed by the School District while any current ECFE teacher is on ULA. Teachers will be reinstated to positions that become available in their category in the inverse order in which they were placed on ULA. The procedures set forth in ARTICLE XIII, Section 3, subdivisions 1 and 2 and Section 7, subdivisions 2 and 3; and Section 8 also shall apply to ECFE teachers.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for ECFE teachers shall be as assigned by the School District and may be modified from time to time based upon the needs of the ECFE programs.

Section 5. Compensation: Hourly rates are based on the lanes and steps one of the regular teacher salary schedule for each respective year.

2023-24

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$29.37 | \$30.05 | \$30.74 | \$31.42 | \$32.10 | \$32.79 | \$33.47 |

- Any ECFE teacher who was under contract in the Lakeview School District in 2022-23 and

still employed in 2023-24 will receive his or own current salary plus \$2,565. Part-time teachers will be pro-rated accordingly.

2024-25

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$30.74 | \$31.42 | \$32.10 | \$32.79 | \$33.47 | \$34.15 | \$34.84 |

- Any ECFE teacher who was under contract in the Lakeview School District in 2023-24 and is still employed for 2024-25 will receive his or her own salary plus \$2,000.00. Part-time teachers will be pro-rated accordingly.

Section 6. Applicable Sections of the Agreement: ECFE/School Readiness teachers shall be covered by the following sections of the Agreement:

- ARTICLE I, Purpose,
- ARTICLE II, Recognition of Exclusive Representative,
- ARTICLE III, Definitions,
- ARTICLE IV, School District Rights,
- ARTICLE V, Teacher Rights,
- ARTICLE VII, Extra Compensation
- ARTICLE X, Leaves of Absence, Except Sections 5 and Section 7, subdivision 6
- ARTICLE XIV, Grievance Procedure,
- ARTICLE XV, Discipline and Discharge,
- ARTICLE XVI, Duration.

Section 7. Non-Applicable Sections of the Agreement: ECFE/School Readiness teachers shall not be eligible for the following articles of the Agreement, which apply only to regularly licensed, continuing contract teachers:

- ARTICLE VI, Basic Schedules and Rates of Pay,
- ARTICLE VII, Extra Compensation,
- ARTICLE VIII, Early Retirement Incentive, 403(b), Section 9 Matching Contribution Plan
- ARTICLE IX, Group Insurance,
- ARTICLE XI, Hours of Service,
- ARTICLE XII, Length of School Year,
- ARTICLE XIII, Unrequested Leave of Absence and Seniority.
- ARTICLE XVIII, Preschool, School Readiness, School Readiness Plus, and PreKindergarten Instructors
- ARTICLE IX, Tier 1 and Tier 2 Licensed Teachers

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year:

Subd. 1. Sick Leave: For every 12 hours worked, an ECFE will earn 1 hour of sick leave with a maximum of 100 hours per year and a maximum of 300 hours banked.

Subd. 2. Professional Days: All ECFE may request to be granted two (2) days of professional leave, excluding School District-assigned workshops, with pay to attend meetings to facilitate professional growth. All professional leave requests must have prior, written approval from the School District. Mileage, lodging, meals, and registration shall be reimbursed with a cap of \$200.00 per day, per teacher.

These days may be used during the summer upon prior, written approval of the School District.

Subd. 3. Personal Leave: At the beginning of each school year, each ECFE teacher shall be credited with three (3) days per year; however, one day will be allowed to be carried over into the succeeding school year. No ECFE teacher will accrue more than four (4) days, and the language of ARTICLE X, Section 2, Subd. 2., 3., and 4., shall also apply.

Section 9. Health Insurance

Subd. 1. Selection: The selection of the insurance carriers and policies shall be made by the School District as provided by law. In making this selection, the School Board will consider the recommendations of a staff insurance committee which has studied the various options for coverage.

Subd. 2. Health Insurance: For the 2023-24 school year the School District shall contribute a sum of up to \$5,700 per year (\$475.00 per month) toward the premium of individual coverage. For the 2024-25 school year the School District shall contribute a sum of up to \$6,100 per year (\$508.33 per month) toward the premium of individual coverage. These contributions will be made for each Preschool, school readiness, school readiness plus, and prekindergarten instructor who work 30 or more hours per week and is enrolled in the School District health and hospitalization plan. Any additional cost of the premium or remaining expense for family coverage shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Claims Against the District: The School District's only obligation is to purchase an insurance policy and pay such amounts as are agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An ECFE/School Readiness teacher is eligible for contributions as provided in this Article as long as the ECFE/School Readiness is employed by the School District. Upon termination of employment, all School District contributions shall cease. The time period for all School District insurance coverages begins July 1 of each year through June 30 of the successive year.

ARTICLE XVIII

PRESCHOOL, SCHOOL READINESS, SCHOOL READINESS PLUS, AND PREKINDERGARTEN INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, preschool, school readiness, school readiness plus, and prekindergarten instructors fall within the definition of "teacher" for purposes of PERLA and are included within the teachers' appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a "teacher" for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a preschool, school readiness, school readiness plus, or prekindergarten instructor does not count toward the individual's probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A preschool, school readiness, school readiness plus, or prekindergarten instructor shall serve a probationary period of 183 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. Instructors who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Preschool, school readiness, school readiness plus, and prekindergarten instructors may be laid off at the School District's discretion at any time based on the needs of the School District's programs.

Section 4. Discipline: The School District shall have the right to impose discipline on preschool, school readiness, school readiness plus, and prekindergarten instructors for just cause. Discipline shall consist of an oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the instructor and instructor's supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Step III of the grievance procedure but may not be carried to arbitration.

Section 5. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for preschool, school readiness, school readiness plus, and prekindergarten instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District's programs.

Section 6. Compensation: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall be compensated pursuant to the specific preschool, school readiness, school readiness plus, and prekindergarten salary schedule (Table Below) or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

2023-24

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$29.37 | \$30.05 | \$30.74 | \$31.42 | \$32.10 | \$32.79 | \$33.47 |

- Any Preschool, school readiness, school readiness plus, and prekindergarten instructor who was under contract in the Lakeview School District in 2022-23 and still employed in 2023-24 will receive his or own current salary plus \$2,565. Part-time teachers will be pro-rated accordingly.

2024-25

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$30.74 | \$31.42 | \$32.10 | \$32.79 | \$33.47 | \$34.15 | \$34.84 |

- Any Preschool, school readiness, school readiness plus, and prekindergarten instructor who was under contract in the Lakeview School District in 2023-24 and is still employed for 2024-25 will receive his or her own salary plus \$2,000.00. Part-time teachers will be pro-rated accordingly.

Preschool, school readiness, school readiness plus, and prekindergarten instructor Career

Retention Increment Stipend:

| <p>CAREER INCREMENTS: All full-time preschool, school readiness, school readiness plus, and prekindergarten instructors may qualify for a career increment using the above schedules. <i>These rates shall not be cumulative.</i> Once granted, the increment shall remain in effect until replaced by future negotiations. Part-time instructors shall receive career increments on a pro-rated basis. Instructors on an extended contract, or overload, shall not be pro-rated at more than one full career increment.</p> | YEARS OF Lakeview ISD #2167 CONTINUOUS FULL-TIME Pre-K SERVICE FROM JULY 1, 2013 | RETENTION SERVICE INCREMENT STIPEND |
|--|--|-------------------------------------|
| | (0-4) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | 0 |
| (5-9) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$1,000 | |
| (10-14) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$2,000 | |
| (15-19) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$3,000 | |
| (20+) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$4,000 | |

Example: A school readiness instructor making \$47,000 in 2022-23 (M.A.lane) while employed continuously as a Lakeview school readiness instructor since 2013-14 would have the following salaries:

2023-24: \$47,000 + \$2,565 (negotiated amount) + \$1,000 (retention stipend – 6 years) = \$50,565

2024-25: \$49,565(23-24 salary) + \$2,000 (negotiated amount) + \$1,000 (retention stipend – 7 years) = \$52,565

Section 7. Health Insurance

Subd. 1. Selection: The selection of the insurance carriers and policies shall be made by the School District as provided by law. In making this selection, the School Board will consider the recommendations of a staff insurance committee which has studied the various options for coverage.

Subd. 2. Contribution: For the 2023-24 school year the School District shall contribute a sum of up to \$5,700 per year (\$475.00 per month) toward the premium of individual coverage. For the 2024-25 school year the School District shall contribute a sum of up to \$6,100 per year (\$508.33 per month) toward the premium of individual coverage. These contributions will be made for each Preschool, school readiness, school readiness plus, and prekindergarten instructor who work 30 or more hours per week and is enrolled in the School District health and hospitalization plan. Any additional cost of the premium or remaining expense for family coverage shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Claims Against the District: The School District's only obligation is to purchase an insurance policy and pay such amounts as are agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: Preschool, school readiness, school readiness plus, and prekindergarten instructors are eligible for contributions as provided in this Article as long as the Preschool, school readiness, school readiness plus, and prekindergarten instructor is employed by the School District. Upon termination of employment, all School District contributions shall cease. The time period for all School District insurance coverages begins July 1 of each year through June 30 of the successive year.

Section 8. Applicable Sections of the Master Agreement: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE
ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE
ARTICLE III, DEFINITIONS
ARTICLE IV, SCHOOL DISTRICT RIGHTS
ARTICLE V, TEACHER RIGHTS
ARTICLE VII, EXTRA COMPENSATION
ARTICLE X, LEAVES OF ABSENCE, except Sections 5 and Section 7, subdivision 6
ARTICLE XIV, GRIEVANCE PROCEDURE
ARTICLE XV, PROGRESSIVE DISCIPLINE
ARTICLE XVI, DURATION

Section 9. Sections of the Master Agreement Not Applicable: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY
ARTICLE VIII, 403(b), Section 9 MATCHING CONTRIBUTION PLAN

ARTICLE IX, GROUP INSURANCE
ARTICLE XI, HOURS OF SERVICE
ARTICLE XII, LENGTH OF THE SCHOOL YEAR
ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT
ARTICLE XVII, EARLY CHILDHOOD AND FAMILY EDUCATION AND ADULT BASIC EDUCATION TEACHERS
ARTICLE IX, TIER 1 AND TIER 2 LICENSED TEACHERS

ARTICLE IX
TIER 1 AND TIER 2 LICENSED TEACHERS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, sections 122A.181 and 122A.182, a Tier 1 or Tier 2 licensed teacher may be a teacher of record in a Minnesota public school system. However, Minnesota Statutes, sections 122A.181 and 122A.182 specifically provide that such licensure shall not be construed to bring such Tier 1 or Tier 2 licensed teacher within the definition of a teacher for purposes of Minnesota Statutes, section 122A.40, subdivision 1.

Section 2. Probationary Period: Time spent as a Tier 1 licensed teacher does not count toward the teacher's probationary period pursuant to Minnesota Statutes, section 122A.40, subdivision 5. Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as a Tier 3 or Tier 4 licensed teacher as provided in Minnesota Statutes, section 122A.182.

Section 3. Lay Off: Tier 1 and Tier 2 licensed teachers will be laid off prior to any qualified Tier 3 or Tier 4 licensed teachers being placed on unrequested leave of absence (ULA).

Section 4. Compensation: Tier 1 and Tier 2 licensed teachers will be compensated as provided for in (Appendix B).

Section 5. Leaves of Absence: Tier 1 and Tier 2 licensed teachers shall not be eligible for a general leave of absence pursuant to Article X, Section 5 and Section 7, subdivision 6

Section 6. Applicable Sections of the Master Agreement: Tier 1 and Tier 2 licensed teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE
ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE
ARTICLE III, DEFINITIONS
ARTICLE IV, SCHOOL DISTRICT RIGHTS
ARTICLE V, TEACHER RIGHTS
ARTICLE VII, EXTRA COMPENSATION
ARTICLE IX, GROUP INSURANCE
ARTICLE X, LEAVES OF ABSENCE
ARTICLE XI, HOURS OF SERVICE
ARTICLE XII, LENGTH OF THE SCHOOL YEAR
ARTICLE XIV, GRIEVANCE PROCEDURE
ARTICLE XV, PROGRESSIVE DISCIPLINE
ARTICLE XVI, DURATION.

Section 7. Sections of the Master Agreement Not Applicable: Tier 1 and Tier 2 licensed teachers shall not be eligible for the following articles of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY

ARTICLE VIII, Section 9, 403(b) MATCHING CONTRIBUTION PLAN

ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,

ARTICLE XVII, EARLY CHILDHOOD AND FAMILY EDUCATION AND ADULT BASIC EDUCATION TEACHERS

ARTICLE XVIII, PRESCHOOL, SCHOOL READINESS, SCHOOL READINESS PLUS, AND PREKINDERGARTEN TEACHERS

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


For: The Exclusive Representative



President



Secretary



Chief Negotiator

Dated this 1 day of December, 2023


For: The School District



Chair



Clerk



Chief Board Negotiator

Dated this 18 day of December, 2023

**APPENDIX A
SALARY (PERFORMANCE) SCHEDULES TIER 3 & 4 TEACHERS
2023-24 & 2024-25 SCHOOL YEARS**

2023-24 SCHOOL YEAR

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$43,000 | \$44,000 | \$45,000 | \$46,000 | \$47,000 | \$48,000 | \$49,000 |

- Any Lakeview Tier 3 or 4 teacher who was under contract in the Lakeview School District in 2022-23 and is still employed for 2023-24 will receive his or her own salary plus \$2,565.00. Part-time teachers will be pro-rated accordingly.

2024-25 SCHOOL YEAR

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$45,000 | \$46,000 | \$47,000 | \$48,000 | \$49,000 | \$50,000 | \$51,000 |

- Any Lakeview Tier 3 or 4 teacher who was under contract in the Lakeview School District in 2023-24 and is still employed for 2024-25 will receive his or her own salary plus \$2,000.00. Part-time teachers will be pro-rated accordingly.

Career Retention Increment Stipend:

| | YEARS OF Lakeview ISD #2167 CONTINUOUS FULL-TIME SERVICE FROM JULY 1, 2013 | RETENTION SERVICE INCREMENT STIPEND |
|---|--|-------------------------------------|
| <p>CAREER INCREMENTS: All full-time Tier 3 or 4 teachers may qualify for a career increment using the above schedules. <i>These rates shall not be cumulative.</i> Once granted, the increment shall remain in effect until replaced by future negotiations. Part-time teachers shall receive career increments on a pro-rated basis. Teachers on an extended contract, or overload, shall not be pro-rated at more than one full career increment.</p> | | |
| | (0-4) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | 0 |
| | (5-9) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$1,000 |
| | (10-14) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$2,000 |
| | (15-19) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$3,000 |
| | (20+) CONTINUOUS YEARS OF SERVICE TO LAKEVIEW | \$4,000 |

Example: A Tier 3 or 4 teacher making \$55,000 in 2022-23 (M.A.lane) while employed at Lakeview since July 1, 2013 would have the following salaries:

2023-24: \$55,000 + \$2,565+\$2,000(retention) = \$59,565

2024-25: \$57,565(23-24 salary) + \$2,000 + \$2,000 (retention) = \$61,565

**APPENDIX B
SALARY (PERFORMANCE) SCHEDULES TIER 1 & 2 TEACHERS
2023-24 & 2024-25 SCHOOL YEARS**

2023-24

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$43,000 | \$44,000 | \$45,000 | \$46,000 | \$47,000 | \$48,000 | \$49,000 |

- Any Lakeview Tier 1 or 2 teacher who was under contract in the Lakeview School District in 2022-23 and is still employed for 2023-24 will be paid accordingly to the table above. Part-time teachers will be pro-rated accordingly.

2024-25

| <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>BA+45</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-----------|--------------|--------------|--------------|-----------|--------------|--------------|
| \$45,000 | \$46,000 | \$47,000 | \$48,000 | \$49,000 | \$50,000 | \$51,000 |

- Any Lakeview Tier 1 or 2 teacher who was under contract in the Lakeview School District in 2023-24 and is still employed for 2024-25 will be paid accordingly to the table above. Part-time teachers will be pro-rated accordingly.

Example: A Tier 1 or 2 teacher making \$40,435 in 2022-23 (B.A .lane) while employed at Lakeview since July 1, 2022 would have the following salaries:

2023-24: \$40,435 + \$2,565 = \$43,000

2024-25: \$43,000(23-24 salary) + \$2,000 = \$45,000

APPENDIX C
EXTRA-CURRICULAR SCHEDULE
2023-24 & 2024-25 SCHOOL YEARS

Assignment: The assignment of extra-curricular activities shall be made by the School Board after recommendation by the Superintendent. These assignments are for one year in duration and are not part of a teacher’s continuing contract.

Extra-Curricular Supervisory Assignments: These will include ticket selling, bus chaperones, running the time clock, scoreboard, scorebook, public address announcer, music events, homecoming duties, game supervision, or any other assignment as determined by the Superintendent. The pay for these activities will be \$40.00 for all in-town supervisory duties (home site), and \$40.00 for out-of-town assignments.

| Position | Stipend 2023-24 | Stipend 2024-25 | Position | Stipend 2023- 24 | Stipend 2024-25 |
|----------------------|----------------------------|----------------------------|---------------------------------|-----------------------------|----------------------------|
| Athletic Director | 5087 | 5342 | Livestream/Social Media Advisor | 5087 | 5342 |
| Head Football | 5087 | 5342 | Junior High Football | 1743 | 1830 |
| Head Basketball | 5087 | 5342 | Junior High Volleyball | 1743 | 1830 |
| Head Volleyball | 5087 | 5342 | Junior High Basketball | 1743 | 1830 |
| Head Softball | 3933 | 4415 | Vocal Music | 1633 | 1714 |
| Head Baseball | 3933 | 4415 | Musical Play Director | 1633 | 1714 |
| Head Golf | 3933 | 4415 | Class Play Director | 1633 | 1714 |
| Head Dance | 3933 | 4415 | One Act Play Director | 1633 | 1714 |
| Head Track | 3933 | 4415 | SADD Advisor | 1334 | 1400 |
| Head Cross Country | 3933 | 4415 | Junior Prom Advisor | 1334 | 1400 |
| Assistant Football | 3633 | 3815 | HS Knowledge Bowl Advisor | 1334 | 1400 |
| Assistant Basketball | 3633 | 3815 | HS Math Team Advisor | 1334 | 1400 |
| Assistant Volleyball | 3633 | 3815 | Mock Trial Advisor | 1334 | 1400 |
| Instrumental Music | 2966 | 3115 | HS Student Council Advisor | 1045 | 1097 |
| Assistant Softball | 2242 | 2354 | JH Student Council Advisor | 809 | 849 |
| Assistant Baseball | 2242 | 2354 | NHS/NJHS Advisor | 1334 | 1400 |
| Assistant Golf | 2242 | 2354 | Junior High Baseball | 1087 | 1141 |
| Assistant Dance | 2242 | 2354 | Junior High Softball | 1087 | 1141 |
| Assistant Track | 2242 | 2354 | Junior High Knowledge Bowl | 688 | 722 |
| Head Cheerleading | 2683 | 2817 | Junior High Math Team | 667 | 700 |
| Concession Advisor | 3633 | 3815 | Elementary Math Team | 667 | 700 |
| Yearbook Adviosr | 3633 | 3815 | Science Team/Robotics | 667 | 700 |
| Weightroom Super. | 2557 | 2685 | Stock Market Advisor | 420 | 441 |
| FFA Advisor | 2237 | 2348 | FCCLA | 1334 | 1400 |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 2167, Cottonwood and Wood Lake, Minnesota (“School District”) and Education Minnesota, Lakeview (“Association”). The School District and the Association are referred to collectively herein as the “Parties.”

WHEREAS, the Association represents teachers of the School District who are members of the bargaining unit; and

WHEREAS, the School District and the Association are parties to a collective bargaining agreement (“CBA”) for the period of July 1, 2023 through June 30, 2025, pending ratification by the Parties; and

WHEREAS, the Earned Sick and Safe Time Act (“ESST”), Minnesota Statutes, sections 181.9445-181.9448, was enacted on May 23, 2023, and will take effect on January 1, 2024, during the term of the CBA; and

WHEREAS, the Parties have mutually agreed to enter into this MOU to address certain terms and conditions of employment related to the ESST, as set forth herein.

NOW, THEREFORE, the parties stipulate and agree as follows:

1. The parties agree to amend Article X, Section 7, of the CBA by deleting the current language in Section 7 and replacing it with the following language:

ARTICLE X LEAVES OF ABSENCE

Section 7. Sick Leave/Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Full-time teachers shall accrue fifteen (15) days of paid sick leave per school year and part-time teachers shall accrue a prorated number of paid sick leave days, of which six (6) days/forty-eight (48) hours of leave used, or the prorated number of days/hours for part-time teachers, shall be counted as ESST leave. Six days/48 hours of ESST leave, or the prorated number of days/hours for part-time teachers, shall be available to teachers as of January 1, 2024. Thereafter, full-time teachers annually shall be provided with six (6) days/forty-eight (48) hours of ESST leave and nine (9) days of sick leave, or the prorated number for part-time teachers, on the first of July. Annual sick leave/ESST shall accrue monthly

as it is earned on a proportionate basis to the teacher's work year. Part-time teachers shall accrue and be charged such leave on a pro-rata basis.

Subd. 2. Accumulation: Total unused sick leave may accrue to a maximum amount of one-hundred-five (105) days of paid sick leave. ESST days/hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum accruals.

Subd. 3. Use:

(1.) Sick Leave: Sick leave shall be allowed whenever a teacher's absence is found to have been due to the illness and/or injury of the teacher or the teacher's child that prevented the teacher's attendance at school and performance of duties on that day or days. Sick leave may be used in increments no smaller than four (4) hours. Up to 160 hours of accumulated sick leave may be used whenever a teacher's absence is found to have been due to an illness of or injury to the teacher's child, adult child, spouse or registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent. Included in the 160 hours, a teacher may also use their sick leave for safety leave for themselves or their family members previously listed.

(2.) ESST: Effective January 1, 2024, and each school year thereafter, forty-eight (48) hours of sick leave accrued shall be designated as ESST. ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than four (4) hours. Teachers who are newly employed will not be eligible to use ESST until they have performed work for at least eighty (80) hours and have accrued ESST as per school district payroll practices.

Subd. 4. Documentation:

(1.) Sick Leave: The School District may require a teacher to furnish a medical certificate from a qualified healthcare provider as evidence of any illness and/or injury pursuant to Subdivision 3(1.) of this Section, indicating such absence was due to illness and/or injury in order to receive sick leave. The teacher will be advised when documentation is required.

(2.) ESST: When permissible by law, the School District may require a teacher to furnish documentation indicating any absence in excess

of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required.

Subd. 5. Deduction: All requested leave will be deducted from accumulated ESST until ESST is exhausted. Once ESST has been exhausted, additional sick leave taken shall be deducted from the teachers' accumulated, unused sick leave if the teacher has such leave available.

Subd. 6. Approval/Notice: Teachers shall provide the Superintendent with at least seven (7) days advance notice of the need for use of sick leave/ESST if the need for leave is foreseeable. If the need for sick leave/ESST is unforeseeable, notice shall be provided as soon as practicable. Sick leave/ESST may be approved only upon the teacher's submission of a request using the authorized sick leave/ESST pay request form available either electronically or in each building office.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. A teacher shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If a teacher is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

2. This MOU shall take effect on December 31, 2023, and remain in effect during the duration of the CBA and until such time as a new CBA is negotiated.
3. 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 CBA. No party may introduce this MOU in any proceeding, formal or informal, as evidence of a contract interpretation, practice, or precedent, other than as may pertain solely to the application of the MOU.
4. This MOU shall for all purposes be deemed to have been mutually drafted.

5. This MOU constitutes the entire agreement between the parties regarding the matters addressed in this document. No party has relied upon any oral statements, promises, or representations that are not set forth in this MOU. No changes to this MOU will be valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____ 2023.

Education Minnesota, Lakeview

Date: 12-15-23

By [Signature]
Its: President

Date: 12-15-23

By [Signature]
Its: Lead Negotiator

**Independent School District No. 2167,
Cottonwood and Wood Lake,
Minnesota**

Date: 12-18-23

By [Signature]
Board Chair

Date: 12-18-23

By [Signature]
Board Clerk