

AGREEMENT
BETWEEN THE
BUFFALO LAKE-HECTOR-STEWART EDUCATION ASSOCIATION
AND
INDEPENDENT SCHOOL DISTRICT NO. 2159
HECTOR, MINNESOTA

FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025



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AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties THIS AGREEMENT is entered into and between Independent School District No. 2159, hereafter referred to as the School District and the Buffalo Lake-Hector-Stewart Education Association, hereafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (P.E.L.R.A. hereafter) to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A. the school district recognizes the Buffalo Lake-Hector-Stewart Education Association, which, as exclusive representatives, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this agreement.

Section 2. Appropriate Unit

In accordance with the results of the certification order issued by the Director of the Bureau of Mediation Services, State of Minnesota, the Board recognizes the Union as the exclusive representative of all teachers in the appropriate unit as defined herein.

The appropriate unit shall consist of all teachers of Independent School District No. 2159, Buffalo Lake-Hector-Stewart Minnesota, as defined in this section, employed in a position for which the person must be licensed by the Teacher Licensing Board, including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant positions whether or not they are required to hold a certificate of license issued by the Minnesota Department of Education, and all other employees.

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, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district, the terms in both cases are subject to the provisions of M.S.179A.03, Subd. 19; regarding the rights of public employers and the scope of negotiations.

Section 2. Teachers

The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or supervise classroom instruction, or as placement teacher and visiting teacher. Any individual in position for which the school district or *Professional Education Licensing and Standards Board (PELSB)* requires a license shall also be covered by these sections as teachers if licensed as teachers or as school librarians. The term

"teacher" shall also include a person employed as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist.

Section 3. Bureau

"Bureau" means the Minnesota Bureau of Mediation Services.

Section 4. Commissioner

"Commissioner of the Minnesota Bureau of Mediation Services" or "commissioner" means the Commissioner of the Bureau of Mediation Services.

Section 5. Exclusive representative

"Exclusive representative" means the employee organization or union which has been certified by the commissioner to meet and negotiate with the District on behalf of all employees in the appropriate unit.

Section 6. School District

For purposes of administering the agreement, the term "School District" shall mean the School Board or its designated representative.

Section 7. 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity to 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 subject to 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 insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of district rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the school district.

Section 5. District Obligations

The District agrees to refrain from:

1. Interfering, restraining, or coercing employees in the exercise of their right to join the union and participate in Union activities;
2. Dominating or interfering with the formation, existence, or administration of any employee organization or contributing other support to it;
3. Discriminating in regard to hire or tenure to encourage or discourage membership in an employee organization;
4. Discharging or otherwise discriminating against an employee because the employee has signed or filed an affidavit, petition, or complaint or given information or testimony under PELRA;
5. Refusing to meet and negotiate in good faith with the exclusive representative of its employees in an appropriate unit;
6. Refusing to comply with grievance procedures contained in an agreement;
7. Distributing or circulating a blacklist of individuals exercising a legal right or of members of a labor organization for the purpose of preventing blacklisted individuals from obtaining or retaining employment;
8. Violating rules established by the commissioner regulating the conduct of representation elections;
9. Refusing to comply with a valid decision of a binding arbitration panel or arbitrator;
10. Violating or refusing to comply with any lawful order or decision issued by the commissioner or the board;
11. Refusing to provide, upon the request of the exclusive representative, all information pertaining to the District's budget both present and proposed, revenues, and other financing information provided that in the executive branch of state government this clause may not be considered contrary to the budgetary requirements of sections 16A.10 and 16A.11; or
12. Granting or offering to grant the status of permanent replacement employee to a person for performing bargaining unit work for the District during a lockout of employees in an employee organization or during a strike authorized by an employee organization that is an exclusive representative during the duration of this contract.

ARTICLE V

TEACHERS RIGHTS

Section 1. Right of Expression

Teachers and the exclusive representative have the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment of their betterment, so long as this 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. Nothing herein shall require any teacher to perform labor or services against his or her will.

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 for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such unit.

Section 3. Maintenance of Membership

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

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

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month of September each year. Cancellation must be in writing and forwarded to the District Office.

Section 4. Access to Membership Lists

By October 1 of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, email addresses, birthdays (not including the year of birth), full-time equivalency (FTE) statuses, worksite locations, and assignments of all bargaining unit members employed. An up-to-date listing will be provided to the Union after any changes are made or on request. On a quarterly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filed within five (5) days.

Section 5. Access to Worksites

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Availability of Personnel File

Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon their written request within a reasonable time period from the time the written request is presented. (Reasonable time for the purposes of this section shall be a time period no greater than the end of the following business day in which the request is made.)

The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file, written information in response to any material contained therein; provided, however, the District may destroy such files as provided by law with notification of employee.

Section 7. Notice of Assignment

All teachers shall be given written notice of their proposed assignments for the forthcoming year no later than June 1st.

In the event that changes in such assignments are proposed all teachers affected shall be notified as soon as possible of the proposed changes and consulted as to the nature and extent of the change but the school board reserves the right to make the final decision.

Section 8. Other Assignments

Schedule "C". Any assignment under Schedule C in addition to the normal teaching schedule, shall be by mutual agreement between the teacher and the School Board.

Section 9. Vacancies

Teachers who are employed in the school district shall have the opportunity to apply for any teaching opening within the District for which they are qualified.

Section 10. Traveling Staff

Subd. 1. Teachers who are under contract with the School District will be reimbursed for use of personal automobiles for school at a rate of current federal rate. Teachers who travel between buildings as a part of

their daily responsibility during student contact time will be compensated for ten (10) miles for each day that they travel round trip or five (5) miles, if one way is required.

Subd. 2. Coaches who have bus driving licenses and are willing to drive students to co-curricular practices or events will be paid at the same rate established for regular bus driving rates for road time plus 15 minutes for pre-trip inspection. As a driver the teacher/coach is held to the standards established for all drivers under applicable MN statutes.

ARTICLE VI

BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation

Subd. 1. 2023-2024 Rate of Pay. The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2023-2024 school year and teachers shall advance one increment on the salary schedule.

Subd. 2. 2024-2025 Rate of Pay. The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-2025 school year and teachers shall advance one increment on the salary schedule.

Section 2. Salary Schedules

Subd. 1. Status of Salary Schedule. The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a teacher shall be compensated at the rate established by the expired master agreement.

Subd. 2. Withholding of Salary Increase. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increases, as the school district shall determine subject to the grievance and arbitration procedures of this Agreement. The School District shall give written notice and the reason for such action.

Section 3. Placement on Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane. Credits to be considered for application for salary improvement must be germane to the teaching assignment as determined and approved by the District.

Subd. 2. Grade and Credits. To apply on the salary schedule toward a lane change only graduate credits earned after the issuance date of bachelors degree will be counted unless otherwise approved. All credits beyond the bachelor degree must have a grade of passing as determined by the institution granting the credit. A teacher shall qualify for a lane change for the current school year if verifiable documentation of course completion of the approved course(s) is submitted to the District Office by end of business day on or before October 1. Credits/documentation submitted after October 1 shall qualify for a lane change in the current school year. The lane change will be paid on the October 31 pay period and retroactive to the first employment date of that school year. Step advancement will be granted from the previous year's contract the year a lane change is made. For credits earned after the October 1 date, they can be submitted to the District Office by the end of the business day on or before March 1. The payment will be made on the March 31 pay period and retroactive to January 1st of the current year. (See Career Steps, Section 8.)

Subd. 3. Prior Approval. All credits considered for advancement on the salary schedule, must be approved by the superintendent in writing prior to taking the course. Credits involving online training opportunities, correspondence work, or self-study may be approved.

Subd. 4. Effective Date. Individual salaries will be modified to reflect qualified lane changes for those credits

earned and submitted to the District Office by end of business day on or before October 1. The lane change will be paid on the October 31 pay period and retroactive to the first employment date of that school year. For credits earned after the October 1 date, they can be submitted to the District Office by the end of business day on or before March 1. The lane change will be paid on the March 31 pay period and retroactive to January 1 of the current year.

Subd. 5. Semester Credit Conversion. Lane advancement is based on semester credits and will determine lane placement.

Subd. 6. Advanced Degree Program. A teacher shall be paid on the master degree lane or higher degree lane only if the degree program is germane to teaching as approved by the school board. The degree program shall be approved, in writing, by the Superintendent in advance.

Section 4. Prior Experience

A new or experienced teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher.

Section 5. Step Advancement

A teacher who fulfills their contract will qualify for salary step advancement.

Section 6. Pay Deduction

Whenever a 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 7. Method of Payment of Salary

Teachers are paid on the 15th and the last day of each month. If the 15th or the last day of the month falls on the weekend, then the pay date will be Friday before. Prior to the second workday of each school year, teachers shall have the option of requesting payment over twelve months or the number of months contracted, nine (9) months. This option, once selected, shall be adhered to until the next school year. Teachers failing to make a timely selection shall be paid on the same basis as the previous year. New teachers who fail to designate a pay schedule shall be paid on a twelve-month schedule.

Section 8. Career Steps

A teacher will be paid career steps rate based on total number of years of service in the district plus any experience granted at time of hire. Authorized leaves of absence shall not be computed as part of the years of service. A part-time teacher shall be pro-rated for such career steps pay on the number of hours worked in comparison to a full-time equivalent.

Career steps will be paid as shown on Schedules A and Schedules B attachments to this agreement. Career steps is based upon the following schedule:

Beginning with the 17 th year through the 20 th year-	will receive an add'l \$2,500 to the last step in the lane
Beginning with the 21 st year through the 24 th year-	will receive an add'l \$3,000 to the last step in the lane
Beginning with the 25 th year through the 28 th year-	will receive an add'l \$3,500 to the last step in the lane
Beginning with the 29 th year through the 32 nd year –	will receive an add'l \$4,000 to the last step in the lane
Beginning with the 33 rd through beyond-	will receive an add'l \$4,500 to the last step in the lane

*Career steps will not be granted in the year that a lane change is made or advancement is still possible in their current lane.

**A teacher who receives a career steps payment and subsequently qualifies for a lane change that returns said teacher to the established salary schedule shall be held harmless if placement on the schedule is a lesser sum than the previous step plus career steps. A teacher shall not receive a gross pay value less than the amount received prior to the lane change.

A part-time teacher shall be prorated for such career steps pay based on the number of periods taught or the number of hours worked. Career steps experience may include previous experience if so granted at the time of the individual's initial contract with the district. Authorized leaves of absence shall not be computed as part of the years of employment.

Section 9. Compensation for Employment Beyond Teacher Days

Teacher participation in approved professional development opportunities such as workshop training, curriculum writing, school leadership, course development and instructional excellence (not intended as an inclusive list), that are in addition to regular contract days or contracted workshop days as agreed in Article X, Section 1, shall be governed by the following:

Half-day activities will be prorated accordingly. Teachers directed to attend additional training activities as a part of the evaluation process shall expect the district to pay for such training. A teacher receiving mandatory attendance and payment shall not be permitted to use the credit(s) for lane advancement. The teacher may use the credit(s) for continuing education credits(s).

- A. At the teachers' option, in writing, the staff development activity may be paid for by the teacher and used for CEU and lane advancement.
- B. A teacher that elects to use district paid option may chose to change to self-pay if that change is requested, in writing, before June 30 of that fiscal year. A teacher that elects self-pay may not elect to change to district payment after the last meeting of the staff development committee for that year.

Subd. 1. Attendance. Teacher participation in workshop or training sessions authorized by the District beyond teacher days as specified by the master agreement shall be voluntary. Teachers directed to attend additional training activities as a part of the evaluation process shall be required and shall not invoke voluntary standards.

Subd. 2. Compensation. Teachers designated by the District as participants and who choose to participate shall be compensated at the rate of \$40.00 per hour not to exceed \$280.00 per day.

Subd. 3 Interview Rate of Pay. A pay rate of \$40.00 per hour, maximum of \$320.00 per day shall be paid to teaching staff who take part in the interview process that is outside of the defined workday.

Subd. 4. Substituting for colleagues during lunch or preparation time. Any teacher that substitutes for a teaching colleague during their lunch or prep period shall be paid at the rate of \$40.00 per hour. Service of 31 minutes or more is considered one hour. Service of less than 30 minutes is considered one-half (1/2) hour which will be paid at \$25.00 per hour for one-half (1/2) hour.

Subd. 5. Substituting for colleagues during class time. Any teacher that substitutes for a teaching colleague on a typical instruction day during their instructional time in addition to their own students shall be paid at the rate of \$40.00 per hour.

Subd. 6. Supervision of lunch duty. Lunch duty shall be paid at the same rate of a 30 minute sub pay at \$25.00 per hour.

ARTICLE VII

EXTRA COMPENSATION

Section 1. Co-curricular Schedule

The wages and salaries reflected in Schedule "C" shall be a part of this agreement. Schedule "C" attached hereto reflects pay for co-curricular assignments in excess of regular duties.

Section 2.

The district with EA approval shall, from time to time, establish new activities and establish rates of payment on Schedule C for those activities. Once placed on Schedule C the district will recognize those activity rates in collective bargaining.

Section 3.

All open positions (vacated due to retirement, resignation, or termination), shall be internally posted and all teachers will be considered prior to posting the position to the general public.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection

The selection of the insurance carrier and policy shall be made by the School District. However, the School District agrees to meet with the teachers' representative prior to changing carriers or the policy, but the decision of the School Board shall be final, subject to statute.

Section 2. Health and Hospitalization Insurance – Single Coverage

The School Board shall contribute the sum of \$525 per month during the Fiscal Year 2024 (2023-2024 school year) and the sum of \$620 per month during the Fiscal Year 2025 (2024-2025 school year) toward the policy premium for individual coverage for teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. Only teachers who are employed half time (20 hours per week) or more are eligible for the group health and hospitalization plan offered by the District. Payments for less than full-time staff will be prorated according to the time specified on the individual contract. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Payment shall be calculated in equal installments based on 18 pay periods per school year (Sept. 1 thru May 31).

Subd. 1 – Insurance Policy Provisions

- a. The district will offer a Health Savings Plan with a high deductible
- b. The district will offer a Health Savings Plan, Minimal Value Plan

Section 3. Health and Hospitalization Insurance – Family Coverage

The School Board shall contribute the sum of \$950 per month during the Fiscal Year 2024 (2023-2024 school year) and the sum of \$1121 per month during the Fiscal Year 2025 (2024-2025 school year) toward the trust account and/or policy premium for family coverage for teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. Only teachers who are employed half time (20 hours per week) or more are eligible for the group health and hospitalization plan offered by the District. Payments for less than full-time staff will be prorated according to the time specified on the individual contract. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Payment shall be calculated in equal installments based on 18 pay periods per school year (Sept. 1 thru May 31).

Subd. 1 – Insurance Policy Provisions

- a. The district will offer a Health Savings Plan with a high deductible
- b. The district will offer a Health Savings Plan, Minimal Value

Section 4. Life Insurance

Only teachers who are employed half time (20 hours per week) or more and represented by the exclusive representative under the terms and conditions of the Master Agreement will be covered by a \$10,000 term life insurance policy as soon as the insurance carrier will accept them for participation in the group plan.

Section 5. Long Term Disability Plan

The School Board will pay the full cost annually toward a Long Term Disability Income Plan for each teacher who qualifies for coverage.

Section 6. Claims Against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier.

Section 7. Duration of Insurance Contribution

A teacher is eligible for School Board contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District contributions shall cease except that a teacher who has completed a full year shall be eligible for 12 months of contribution.

Section 8. Retirement and Leave Coverage

Continuous insurance coverage for early retirement, leaves of absences, and normal retirement is provided according to Minn. Stat. Section 471.61. Except as otherwise provided in this Agreement, the employee shall pay the full cost of the premium.

ARTICLE IX**LEAVES OF ABSENCE****Section 1. Sick and Safe Leave**

Subd. 1. A full-time teacher shall earn sick and safe leave at the rate of 15 days for each year of service while in the employment of the School District. Under this provision, part-time teachers who are contracted to teach throughout the school year on a daily basis will receive sick and safe leave on a prorated amount according to their contracted time. Sick and safe or disability leave pay shall be approved only upon submission of an employee's leave request through the District Workforce Management System.

Subd. 2 a. Unused sick and safe leave days may accumulate to a maximum of 90 days of sick leave per teacher. If a teacher has reached the maximum number of accumulated sick and safe days (90 days) at the beginning of a school year, the teacher will receive 15 days added to the accumulative amount for that year (105 days maximum for that year). No sick and safe leave days will be deducted from the teacher's accumulative amount of 90 days unless the employee uses more than the 15 days for that year. No teacher will have more than 90 accumulative sick and safe leave credits at the end of each school year.

Subd. 2b. At the end of each school year, a teacher that has more than 90 sick and safe leave days accrued will be compensated for up to ten (10) unused sick and safe leave days at a rate of 40 percent of their daily rate of pay to be paid on or before the June 30 pay period. No teacher shall have more than 90 days of sick and safe leave credits after payment as described in this subsection.

Subd. 3. Sick and safe leave with pay shall be allowed by the School District whenever a teacher's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventative care.
- A family member's mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;

- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- Sick and safe leave may be used for the care and support of a teacher's:
 1. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
 2. Spouse or registered domestic partner;
 3. Sibling, stepsibling or foster sibling;
 4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
 5. Grandchild, foster grandchild or step-grandchild;
 6. Grandparent or step-grandparent;
 7. Sibling's child;
 8. Parent's sibling;
 9. Child-in-law or sibling-in-law;
 10. Any of the family members listed in 1 through 9 above of a teacher's spouse or registered domestic partner;
 11. Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship; and
 12. Up to one individual annually designated by the employee.

This list is pursuant to MN statutes 181.940 et. seq.

Any payment to a teacher for sick and safe leave will be paid on the basis of the current contract existing between the teacher and the School District exclusive of salary designated for any supplemental salary schedule assignment yet to be performed. If salary has been received for a supplementary assignment yet to be performed and is eventually not undertaken by the teacher, the dollars previously paid the teacher in advance will be refunded to the School District as mutually agreed to by the teacher and the School District.

Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick and safe leave pay. In the event that a medical certificate will be required, the teacher will be so advised in writing.

Subd. 5. Sick and safe leave used shall be deducted from the accrued sick and safe leave days earned by the teacher.

Subd. 6. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick and safe or disability leave available may be granted leave of absence without pay for the duration of such illness or disability up to one (1) year, at the discretion of the School District. They shall maintain tenure, insurance benefits at their own expense and all other benefits except seniority during said leave of absence. The request must be made in writing on an employee's leave request form.

Subd. 7. Donation of employee sick leave. An employee may choose to donate up to 16 hours of sick and safe leave to another employee at their discretion.

Section 2. Worker's Compensation

Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District. Salary will 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 accrued sick leave.

Section 3. Bereavement

Up to five (5) days shall be allowed for a death in the teacher's immediate family. These days shall be deducted from the teacher's accumulated sick leave. Immediate family is defined as spouse, parents, siblings, children, grandparents and grandchildren, guardian and those of the spouse. Additional days may be granted at the discretion of the superintendent, district principals or administrative designee per each building, depending upon the circumstances relating to said death and shall also be deducted from the teacher's accumulated sick leave. The discretionary authority given to the superintendent, district principals or administrative designee per each building, under this section will not be subject to grievance. One day shall be granted for each incident for the death of a non-immediate family member or that of a friend. However, in the event the teacher is in charge of funeral arrangements, a maximum of five (5) days of leave shall be granted. These days shall be deducted from the teacher's accumulated sick leave.

Section 4. Serious Illness in the Immediate Family (MN Statute 181.9413 Sick or Injured Child Care Leave Benefits: Care of Relatives)

Leave will be allowed to a teacher in cases of a sick or injured child or care of relatives as defined in Subd. A. The specific amount of leave granted for this purpose shall be deducted from the teacher's accumulated sick leave days to cover the length of absence required for this purpose as determined by the Principal. Any teacher that exhausts sick leave for "Sick or Injured Child Care Leave Benefits: Care of Relatives" shall receive wage reduction unless a prior request for available personal days is filed before the next payroll is processed. The teacher's wages will be reduced in an amount equal to the number of days absent related to the teacher's total wages in the school year in which said absences occur.

Subd. 1. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in Subd. D, adult child, grandchild, spouse, sibling, parent, grandparent, or stepparent, for such reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

Subd. 2. An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the Employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined as an individual under 18 years of age or an individual under 20 years of age, who is still attending secondary school.

Subd. 3. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

Subd. 4. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

Subd. 5. This section does not prevent an employer from providing greater sick leave benefits than are provided under this section.

Section 5. Personal Leave Day

Each teacher shall be credited with three (3) personal leave days each school year to be used for the teacher's personal business. A personal day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day shall submit a leave request on district workforce management system at least three (3) days in advance, except in cases of emergency. Personal leave days taken on in-service days are subject to approval by the Superintendent or Principal if Superintendent is not available. No more than 3 staff members may use personal days on a given contracted day from each building. Days requested beyond the 3

total personal days may only be approved at the discretion of the Superintendent. Teachers may request two (2) unpaid personal leave days once all personal time has been exhausted.

Subd. 1. In emergency situations, leave requests may be submitted after the fact but it is understood that the teacher will assume the responsibility in such an emergency of notifying the Superintendent or other immediate supervisor at the earliest time.

Subd. 2. An additional non-accumulative day or days for family emergencies, cases of hardship, or other unusual situations may be granted by the Superintendent or Principal if Superintendent is not available subject to the conditions in Section 5. Personal leave granted under this subdivision shall be deducted from the teacher's accrued sick leave. A written request, explaining the circumstances for such a leave, must be submitted at the time of the request.

Subd. 3. A teacher may earn one (1) additional personal day when two (2) or fewer sick leave days are used in the prior year or may earn two (2) additional personal days when zero (0) sick leave days are used in the prior year. These additional personal leave days(s) will not reduce or cancel sick leave days earned towards the accumulative total of 90 days. This additional earned personal day will be calculated from prior years' unused sick leave report.

Subd. 4. Two (2) unused personal leave days may be carried over from the previous year. Two (2) regular days per year and two (2) days carried over from the previous year with up to 2 additional days based on unused sick leave permitted as prescribed in Article IX, Section 1, Subd. 2a. A maximum of five (5) personal leave days may be granted per year.

Section 6. Association Leave

At the beginning of every school year, the Association shall be credited with four (4) days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify a board representative or administrator at least forty-eight (48) hours prior to the date for intended use of said leave. Any additional time needed shall be allowed using Staff Development Funds as approved by Superintendent or Principal.

Section 7. Child Care/Adoption Leave

Subd. 1. A child care/adoption leave may be granted by the School District, subject to the provisions of this Section, to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making an application for child care/adoption leave shall inform the Superintendent in writing of intention to take the leave at least 2 calendar months before commencement of the intended leave or immediately upon notification of the availability of the intended adopted child.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability, or postpartum recuperation. The period of time for the physical disability, or postpartum recuperation, will be a time period as designated by the personal physician in writing. However, a teacher shall not be eligible for sick leave during a period of time covered by a childcare 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. If after delivery, complications arise which prevent a teacher from returning to her position and sick leave has been exhausted, upon presentation from her physician, a childcare leave may be granted.

Subd. 4. Upon consultation with the teacher, the School District may adjust the proposed beginning or ending date of a child care/adoption leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of grading period, end of the school year, or the like.

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

1. Grant any leave more than twelve months in duration.
2. Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. In the event that the teacher and the School District agree, the teacher may be permitted to return to their employment prior to the date designated in the request for child care/adoption leave.

Subd. 7. A teacher returning from child care/adoption leave may be re-employed in the original position for which they are licensed, if available, or in a position for which they are licensed, unless previously discharged or placed on unrequested leave.

Subd. 8. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave in writing.

Subd. 9. A teacher who returns from child care/adoption 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/adoption leave.

Subd. 10. A teacher on child care/adoption 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 District pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits.

Section 8. Medical Leave

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, for up to one year. The School District may, at its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time of which the teacher is expected to be able to assume their normal responsibilities.

Section 9. Jury Service

Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the School District of the dates of pending absence following notice of jury duty service. The teacher shall reimburse the School District any compensation paid by the court for jury duty service during days of actual employment, except that the teacher shall retain any mileage and meal allowance paid by the court.

Section 10. Educational Leave

Upon written application a teacher may be granted an educational leave of absence for a maximum of two years. During said leave the teacher shall maintain all previously accrued fringe benefits, including seniority and sick leave and may remain on the existing group health program, if allowed by carrier but shall not be eligible for

District contribution.

Section 11. Career Leave of Absence

A leave of absence may also be granted for up to two (2) years to a teacher who wishes to try another career. Upon return from such leave, the teacher shall be placed at the same position on the schedule that they held prior to leaving. They shall maintain tenure, accumulated sick leave, and all other benefits provided in the contract. Teachers may remain in the insurance groups without District contribution.

Section 12. Return from Leave of Absence

Teachers, upon return from leave of absence, may be restored to their original position, if available, or a position for which they are licensed.

Subd. 1. The teacher on leave of absence shall indicate their intent to return to the system by notifying the Superintendent in writing prior to March 1 of their intent to return for the following school year.

Section 13

All leaves under this section 8, 10, and 11 shall be without pay and without accrual of seniority, sick leave or other leaves.

Section 14. Insurance Application

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 15. Credit

A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which they had accrued at the time they went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 16. Probationary Period

The parties agree that the applicable period of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that the periods of time for which the teacher is on child care/adoption leave, medical leave, education leave, and a career leave of absence, shall not be counted in determining the completion of the probationary period.

Section 17. Military Leave

The district will comply with Minnesota Statute 192.26- State and municipal officers and employees will not lose pay while on authorized leave for military duty.

ARTICLE X

HOURS OF SERVICE

Section 1. Basic Teacher Day

The teacher workday shall be eight (8) hours per day, which includes a 30-minute duty free lunch period. On the last day of the work week teachers are excused as soon as the last bus departs.

Section 2. Basic Teacher Day for less than five (5) day work week schedule

The teacher work week will be 40 hours which include 30 minute duty free lunch daily. On the last day of the work week teachers are excused as soon as the last bus departs.

Section 3. Building Hours

The specific hours of a teacher workday may vary according to the needs of the educational program of the School District. The School Board will designate the specific hours for each building.

The specific hours of a teacher workday may vary according to the needs of the educational program of the School District. Teachers may choose their workday as 7:30-3:30 or 7:45-3:45 consistently, unless they have a scheduled meeting. In that instance, the teacher will attend the meeting, even if it is scheduled outside of their typical choice of workday. The School Board will designate the specific hours for each building, if the schedule needs adjusting due to circumstances that change the regular school year hours and/or schedule.

Section 4. Additional Activities

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as required by the School Board or designated representative per the teacher's respective building(s) at the elementary level, concerts are the only two events that fulfill the requirements. Reasonably is interpreted to mean two (2) events during the school year for example music programs, bonfires, homecoming hallway decorating, prom, etc. Any teacher who works more than the two (2) required events shall be compensated at the rate of \$25.00 per event.

Section 5. Teacher Periods

The district will comply with Minnesota Statute 122A.50 – Teacher Preparation Time as prescribed in current statute.

ARTICLE XI

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days

The School Board shall, prior to May 1 of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority as determined to conduct school. Teacher duty days are not to exceed 183 days, inclusive of teacher in-service days. Starting the 2023-2024 school year, there will be no more than 174 student contact days and no less than nine (9) professional development and in-service days making up the total 183 days. Starting in the 2024-2025 school year, the student contact days will be no more than 170 student contact days and no less than thirteen (13) professional development and in-service days making up the total 183 teacher duty days. This was agreed upon due to state legislation mandates. These mandates will be reviewed in the future. For any days beyond 183 days, teachers will be compensated at their daily rate of pay.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

The School Board agrees to provide upon application by the teachers, approval by the Staff Development Committee, and acceptance by the Superintendent the funds deemed appropriate for the teacher who desires to attend approved professional development opportunities such as workshop training, curriculum writing, school leadership, course development and instructional excellence (not intended as an inclusive list), Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such activities shall be granted sufficient leave time to attend without loss of compensation.

ARTICLE XIII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose

The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which article, when adopted, shall constitute the required plan for ULA because of discontinuance of 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 principal, supervisor, or classroom teacher or any other professional employee required to hold a license from the state department.

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

Subd. 3. Probationary teachers. The board may nonrenew or place probationary teachers, Tier 1 teachers or Tier 2 teachers on unrequested leave. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier-2 licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subd. 4. Continuing Contract teachers. Tier 3 and Tier 4 continuing contract teachers shall be placed on unrequested leave of absence (ULA) in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 5. 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 closely related to the teacher's current assignment as determined by the School District.

Section 3. Unrequested Leave of Absence (ULA)

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 rights to reinstatement shall also terminate if the teacher fails to file with the Superintendent, 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.

Subd. 2. Notice. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Subd. 3. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Subd. 4. 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 is on a "Teacher Improvement Plan" as provided or in the

"Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd.8; 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.

Subd. 5. Affirmative Action Program. This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 6. Tie-Breaker. In the case of equal seniority, the following steps will be followed in order until the tie is broken.

- Step A. Full time shall be senior to part time
- Step B. Years of service of teaching in the BLHS School District
- Step C. Total credits beyond a bachelor's degree
- Step D. Total graduate level credits beyond a bachelor's degree
- Step E. Total years of public school teaching experience
- Step F. The district discretion.

Subd. 7. Years of Service. Any teachers 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 4. Realignment

For purposes of placement on ULA or recall from ULA, nothing in this article, shall require that the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2." above, to accommodate the seniority claims of a junior teacher.

Section 5. 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 positions from which they have been given leave or any other available positions 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 must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. 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 mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such ten (10) 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.

Subd. 5. Vacancies and notification. No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier-1 or Tier-2 teaching licensure for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 6. Establishment of Seniority List

Subd. 1. Preparation. The School Board shall annually on or before October 25 cause a seniority list (by name, date of employment, qualification, subject matter or field and status) to be prepared from its records. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District.

Subd. 2. Request for Change. Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) calendar days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List. Within ten (10) calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher.

Section 7. Filing of Licenses

In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 8. Effect

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

Section 9. 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 and, therefore, shall not be subject to the grievance procedure.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean an allegation by a teacher and/or the Union resulting in a dispute or disagreement between the teacher employee and the School Board as to the interpretation or application or terms and condition

of employment insofar as such matters are contained in this Agreement.

Section 2. Representative

Any person or agent designated by such party to act on their behalf may represent the teacher, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations

Subd. 1. Extension. Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding periods of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time commences to run shall not be counted, nor shall the last day fall on a Saturday, Sunday, or holiday, but in such case, the periods shall run until the end of the next day which is not a Saturday, Sunday, or a holiday.

Subd. 3. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment of Grievance

The School Board and the teacher shall attempt to address all grievances that may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the **School Board** to hear the appeal at this level, and report its finding and recommendation to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the

School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within five (5) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provision.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators, provided such request is made within ten (10) days after request for arbitration. The parties shall then choose one arbitrator from the list until only one remains. If the parties cannot agree on who shall strike first, it shall be determined by a toss of a coin. Failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons or person as they may choose and designated, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relative to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearings at the request of either party. The parties shall share equally 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 copy.

Section 9. 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 as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in the decision of the arbitrator, they shall give due consideration to the statutory rights and obligations of public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

ARTICLE XV**SEVERANCE/403B**

Teachers who worked under the 2011-2013 Master Agreement had an irrevocable choice between Two (2) options: Severance or 403B.

Only eligible teachers who choose the Severance option shall be grandfathered in under the 2011-2013 Master Agreement ARTICLE XV SEVERANCE upon submission of a written resignation accepted by the School Board.

Teachers who choose 403B will no longer be eligible for the existing severance plan ARTICLE XV under the 2011-2013 Master Agreement.

New teachers to the district hired for the 2014-2015 school year and beyond, will be eligible to participate in the 403B plan. Severance will not be an option for these new teachers.

Section 1. Severance

Subd. 1 Full-time or part-time teachers who have completed at least twelve (12) years of teaching service with the School District shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of both a resignation and a written request for severance pay (written request shall be filed no later than sixty (60) days after the date of resignation) and then acceptance by the School District. Severance pay for part-time teachers, eligible under all provisions of this Article, will be paid on a pro-rata basis for each part-time year of service. Authorized leaves of absence shall not be computed as part of the twelve (12) years of service. A severance plan selection form will be provided to each teacher eligible for severance on the date of resignation.

Subd. 2. This Article shall apply only to teachers whose service has been full-time or part-time (20 hours or more per week), as defined in this Agreement.

Subd. 3. Eligible teachers shall receive as severance pay an amount representing a maximum of 75 days pay or \$10,000, whichever limit is reached first, subject to proration based on sick leave days used and maximum accumulation allowed. Severance for part-time teachers initially hired on the 2001-2002 contract will not exceed a proration of the \$10,000 cap. Eligible teachers receiving the \$10,000 would not be eligible for an additional payout of sick leave days under article IX, Section 1, Subd. 2B.

Subd 4. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at time of severance, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation. The maximum amount of severance pay for which teacher shall be eligible is \$10,000.

Subd. 5 Shared Teachers. A full-time teacher who serves with a cooperative educational unit, who was previously employed full-time by the School District for ten consecutive years and who returns to half-time or more employment with the School District shall be eligible for severance pay.

a. Return to Service. Upon return to employment with the School District within three (3) years of leaving employment with the District, such teacher shall receive full credit for previously unused sick leave.

b. Service Length. The re-employment term shall be for a minimum of one complete contract year before eligibility for severance is established, subject to the conditions of this Article.

c. Computation of Severance. In the case of a part-time teacher, the teacher will be paid severance on a prorated basis for each year of service in the computation of the severance amount. The maximum amount a part-time teacher is eligible for shall be a prorated of the \$10,000 cap under sections 1 through 8.

Subd. 6. Severance Payment. No person shall receive more than one severance payment from the School District under these conditions. The maximum amount of such payment to a single person for all teaching with the School District shall be \$10,000. Employees whose severance pay totals less than \$500 will receive their severance payments in cash.

Subsection A. Payment of severance or retirement, under conditions previously noted, will be made in a single payment on July 15th of the following contract year. Written resignation after May 1st shall result in payment of severance to be deferred one year from July 15th of the year in which the resignation was written. (Example: Written resignation received May 2, 2024 defers severance payment until July 15th, 2024.)

Subsection B. The district will deposit the earned severance or retirement into an IRS medically qualified pre tax account.

Subd. 7. Employee's Death: Upon an employee's death, contributions owed but not yet paid will be paid in cash to the employee's beneficiary.

Subd. 8. Waiving Participation: If an employee is eligible for severance and is approved by Minnesota State Retirement System (MSRS) to waive participation, severance will be paid in cash

Section 2. 403B

Teachers that chose not to participate in the severance plan will be eligible to participate in the 403B plan and receive matching contributions from the District as allowed under M.S. 356.24. Part-time teachers whose individual employment contracts are less than full-time shall receive prorated benefits proportional to the extent of their employment.

Subd. 1. Teacher Match. The School District's matching contribution to teachers participating in the 403B annuity matching program shall be as follows:

* Credited	
Years of	
Service	District Contribution
0-5	\$500.00
6-10	\$600.00
11 and above	\$800.00

* Credited years of service are defined as the initial salary schedule placement plus years of service in the District.

Subd. 2. Approved Plans. The School District will make matching contributions only to annuity plans that have complied with the 403B regulations and have signed an information sharing agreement with the third party administrator or District.

Subd. 3. Contribution Deductions. Contributions shall be deducted in equal amounts from each paycheck throughout the year.

Subd. 4. Election. Eligible teachers must make an application for participation in the 403B annuity matching program by September 20 for that school year. Once an eligible teacher elects to participate in the 403B annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher.

a. Once the election to participate is made, the eligible teacher must participate in the 403B annuity matching program at the same rate of contribution for the entire school year. An eligible teacher may change his/her

rate of contribution by notifying the School District Business Office by September 20 of the school year in which the change is to be effected.

b. In the event that a participating teacher's assignment is reduced from full-time to part-time, the District will continue to match at the full-time amount for the remainder of the year. Thereafter, the District match will be prorated proportional to the extent of the teacher's employment.

Subd. 5. Leave of Absence. Teachers on an unpaid leave shall not be eligible for the District contribution while on leave.

Section 3. Retiree Insurance Continuation

Retirees who are eligible to receive or who are receiving an annuity from a public pension shall be eligible to continue participation in the district group medical-hospitalization insurance plan, but shall pay the entire premium for such insurance commencing with the date of resignation. It is the responsibility of such a teacher to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

ARTICLE XVI

MISCELLANEOUS

Section 1. Meet and confer

The District has the obligation to meet and confer with staff to discuss policies and those matters relating to their employment not explicitly referenced in the master agreement. The District shall provide the facilities and set the time for such conferences to take place, and the meetings shall be held quarterly. Agenda items will be submitted to the Superintendent one (1) week in advance. The agenda will be prepared and distributed three (3) business days in advance by the superintendent, and will include all unresolved items submitted by the Union. The agenda will also include all unresolved items submitted by the District. Late proposals will be discussed and presented at the following meeting. Four representatives from the teaching staff will meet with the District representative(s). The District representative(s) will be approved by the School Board. Representatives from either party may request the presence of other individuals if agreed upon.

The District will not meet and negotiate or meet and confer with any staff member or group of staff members who are at the time designated as a member or part of an appropriate bargaining unit except through the Union.

Section 2. Mediation

Once notice has been given to negotiate, the District or the Union may petition the commissioner for mediation services.

A petition by the District shall be signed by the Superintendent or his or her designee. A petition by the Union shall be signed by the Union president. All petitions shall be served on the commissioner in writing. The petition shall state briefly the nature of the disagreement of the parties. Upon receipt of a petition and upon the commissioner concluding that mediation would be useful, the parties shall **schedule** a time and place for a conference with the commissioner or the commissioner's designee to negotiate the issues not agreed upon.

The District and the Union shall respond to the summons of the commissioner for conferences and will continue in conference until excused by the commissioner.

Section 3. Interest Arbitration

The Union or the District may request interest arbitration by providing written notice of the request to the other party and the commissioner. The written request for arbitration must specify the items to be submitted to arbitration and whether conventional, final-offer total-package, or final-offer item-by-item arbitration is contemplated by the request.

The items to be submitted to arbitration and the form of arbitration to be used are subject to mutual agreement. If an agreement to arbitrate is reached, it must be reduced to writing and a copy of the agreement filed with the commissioner. A failure to respond, or to reach agreement on the items or form of arbitration, within fifteen (15) days of receipt of the request to arbitrate constitutes a rejection of the request by either the Union or the District.

Procedure

Within fifteen (15) days from the time the commissioner has certified a matter to be ready for binding arbitration, both parties will submit their final positions on the items in dispute.

Selection of arbitrator or panel of arbitrators

The Union and District may select persons who are members of the arbitration roster maintained by the Bureau to act as the arbitrator or panel in their dispute by mutual agreement. In the event of a mutual agreement on the arbitrator or panel, the commissioner will advise in writing the arbitrator or panel. If the Union and District are unable to mutually agree upon the arbitrator or panel, the commissioner is authorized to provide the parties a list of seven (7) arbitrators. The Union and District will alternately strike names from the list of arbitrators until only a single arbitrator remains, unless the parties request and mutually agree to utilize a panel of three (3) arbitrators. A coin flip will be used to determine which party strikes the first name from the arbitrator list. The arbitrator or arbitrators remaining after the striking procedure will constitute the arbitrator or panel.

Jurisdiction of arbitrator or panel

The arbitrator or panel selected by the parties has jurisdiction over the items of dispute certified to and submitted by the commissioner. The arbitrator or panel have no jurisdiction or authority to entertain any matter or issue that is not a term and condition of employment, unless the matter or issue was included in the District's final position. Any decision or part of a decision issued which determines a matter or issue which is not a term or condition of employment and was not included in the District's final position is void and of no effect. A decision which violates, is in conflict with, or causes a penalty to be incurred under: (1) the laws of Minnesota; or (2) rules promulgated under law, or municipal charters, ordinances, or resolutions, provided that the rules, charters, ordinances, and resolutions are consistent with this chapter, has no force or effect and shall be returned to the arbitrator or panel to make it consistent with the laws, rules, charters, ordinances, or resolutions.

Powers of arbitrator or panel

The arbitrator or panel may issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence that relates to any matter involved in any dispute before it. The arbitrator or panel may administer oaths and affidavits and may examine witnesses. Attendance of witnesses and the production of evidence may be required from any place in the state at any hearing. However, any hearing must be held in District offices unless another location is selected by agreement of the parties. In case of refusal to obey a subpoena issued under this section, the district court of the state for the county has jurisdiction to issue an order requiring the person to appear before the panel, to produce evidence, or to give testimony. Post hearing briefs, if any, must be received by the arbitrator within fourteen (14) days of the hearing.

Decision by arbitrator or panel

The decision must be issued by the arbitrator or a majority vote of the panel. The decision must resolve the issues in dispute between the parties as submitted by the commissioner. The decision is final and binding on all parties.

The arbitrator or panel will render its decision within thirty (30) days from the date that all arbitration proceedings have concluded.

The arbitrator or panel will send its decision to the commissioner, the appropriate representative of the District, and the Union. If any issues submitted to arbitration are settled voluntarily before the arbitrator or panel issues a decision, the arbitrator or panel shall report the settlement to the commissioner. The District and Union may,

at any time before or after the issuance of a decision of the arbitrator or panel, agree upon terms and conditions of employment regardless of arbitrator's decision and execute a written contract or memorandum of contract.

No arbitration

Failure to reach agreement on District payment of, or contributions toward, premiums for group insurance coverage of retired employees is not subject to interest arbitration procedures under this section.

ARTICLE XVII

DURATION

Section 1. Terms & Reopening Negotiations

The Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2024, and thereafter pursuant to P.E.L.R.A. However, if the School District is dissolved, reorganized, consolidated, annexed, merged, or loses its present identity prior to June 30, 2024, for any reason whatsoever, then whatever statutes provide for employees who are covered under the terms of this agreement will apply. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2024. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following year. Unless mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect

This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein 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.

Section 3. Finality

Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the terms of this Agreement.

Section 4. Severability

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of April, 2024

BUFFALO LAKE-HECTOR-STEWART EDUCATION ASSOCIATION

BY [Signature]
PRESIDENT

INDEPENDENT SCHOOL DISTRICT #2159
HECTOR, MINNESOTA

BY [Signature]
CHAIRPERSON

BY An Margnart
CLERK

BY Melanie Rudeen
CHIEF NEGOTIATOR

BY Gisa M Taylor
CLERK

BY Allen W. Schmidt
CHIEF NEGOTIATOR

Schedule A - 2023-2024 Salary Schedule

STEPS	BA	BA + 15	BA + 30	BA + 45	BA + 60	MASTER	MA + 15	STEPS
0	42,312	43,494	44,733	46,026	47,375	48,724	50,073	1
1	43,581	44,763	46,002	47,296	48,644	49,993	51,342	2
2	44,851	46,032	47,272	48,565	49,914	51,263	52,611	3
3	46,120	47,302	48,541	49,834	51,183	52,532	53,881	4
4	47,389	48,571	49,811	51,104	52,452	53,801	55,150	5
5	48,659	49,840	51,080	52,373	53,722	55,071	56,419	6
6	50,119	51,301	52,540	53,833	55,182	56,531	57,880	7
7	51,579	52,761	54,000	55,294	56,642	57,991	59,340	8
8	53,040	54,221	55,461	56,754	58,103	59,451	60,800	9
9	54,500	55,682	56,921	58,214	59,563	60,912	62,261	10
10	55,960	57,142	58,381	59,674	61,023	62,372	63,721	11
11	57,639	58,821	60,060	61,353	62,702	64,051	65,400	12
12	59,318	60,500	61,739	63,032	64,381	65,730	67,079	13
13	60,997	62,179	63,418	64,712	66,060	67,409	68,758	13
14	62,676	63,858	65,098	66,391	67,739	69,088	70,437	15
15	64,356	65,537	66,777	68,070	69,419	70,767	72,116	16
16	2,500	67,503	68,743	70,036	71,384	72,733	74,082	17
17			70,709	72,002	73,350	74,699	76,048	18
18				73,968	75,316	76,665	78,014	19
19					77,282	78,631	79,980	20
20	3,000	Career Step				80,597	81,946	21
21						84,404	22	
22							23	
23							24	
24	3,500	Career Step						25
25							26	
26							27	
27							28	
28	4,000	Career Step						29
29							30	
30							31	
31							32	
32	4,500	Career Step						33
33							34	
34							35	
35							36	
36							37	

Schedule B - 2024-2025 Salary Schedule

STEPS	BA	BA + 15	BA + 30	BA + 45	BA + 60	MASTER	MA + 15	Career Steps
0	43,666	44,885	46,165	47,499	48,891	50,283	51,675	1
1	44,976	46,195	47,475	48,809	50,201	51,593	52,985	2
2	46,286	47,505	48,784	50,119	51,511	52,903	54,295	3
3	47,596	48,815	50,094	51,429	52,821	54,213	55,605	4
4	48,906	50,125	51,404	52,739	54,131	55,523	56,915	5
5	50,216	51,435	52,714	54,049	55,441	56,833	58,225	6
6	51,723	52,942	54,221	55,556	56,948	58,340	59,732	7
7	53,230	54,449	55,728	57,063	58,455	59,847	61,239	8
8	54,737	55,956	57,235	58,570	59,962	61,354	62,746	9
9	56,244	57,463	58,742	60,077	61,469	62,861	64,253	10
10	57,751	58,970	60,249	61,584	62,976	64,368	65,760	11
11	59,484	60,703	61,982	63,317	64,709	66,101	67,493	12
12	61,217	62,436	63,715	65,050	66,442	67,834	69,225	13
13	62,949	64,169	65,448	66,782	68,174	69,566	70,958	14
14	64,682	65,902	67,181	68,515	69,907	71,299	72,691	15
15	66,415	67,634	68,913	70,248	71,640	73,032	74,424	16
16	68,250	69,663	70,942	72,277	73,669	75,061	76,453	17
17			72,971	74,306	75,698	77,090	78,482	18
18				76,335	77,727	79,119	80,510	19
19					79,755	81,147	82,539	20
20	3,000	Career Step				83,176	84,568	21
21							87,105	22
22								23
23								24
24	3,500	Career Step						25
25								26
26								27
27								28
28	4,000	Career Step						29
29								30
30								31
31								32
32	4,500	Career Step						33
33								34
34								35
35								36
36								37

Schedule C - Co-Curricular Salary Schedule

	<u>2023-2024</u>	<u>2024-2025</u>
Head Varsity Coaches:		
Football	\$ 4,988	\$ 4,988
Volleyball	\$ 4,988	\$ 4,988
Boys Basketball	\$ 4,988	\$ 4,988
Girls Basketball	\$ 4,988	\$ 4,988
Wrestling	\$ -	\$ -
Track	\$ -	\$ -
Baseball	\$ 4,510	\$ 4,510
Softball	\$ 4,510	\$ 4,510
Golf	\$ 4,510	\$ 4,510
Cross Country	\$ -	\$ -
 Assistant Varsity Coaches:		
Football	\$ 3,528	\$ 3,528
Volleyball	\$ 3,528	\$ 3,528
Boys Basketball	\$ 3,528	\$ 3,528
Girls Basketball	\$ 3,528	\$ 3,528
Wrestling	\$ -	\$ -
Track/Jr. High Track	\$ -	\$ -
Baseball	\$ 2,835	\$ 2,835
Softball	\$ 2,835	\$ 2,835
Golf	\$ 2,835	\$ 2,835
 Third Varsity Level Coaches:		
C-Squad Volleyball	\$ 2,945	\$ 2,945
C-Squad Boys Basketball	\$ 2,945	\$ 2,945
C-Squad Girls Basketball	\$ 2,945	\$ 2,945
J.V. Football	\$ 2,945	\$ 2,945
J.V./J.H. Wrestling	\$ -	\$ -
 Jr. High Head Coaches:		
Boys Basketball	\$ 2,376	\$ 2,376
Girls Basketball	\$ 2,376	\$ 2,376
Football	\$ 2,376	\$ 2,376
Volleyball	\$ 2,376	\$ 2,376
Baseball	\$ 2,376	\$ 2,376
Softball	\$ 2,376	\$ 2,376
		\$ 82,135

Asst. Jr. High Coaches:		
Football	\$ 2,376	\$ 2,376
Volleyball	\$ 2,376	\$ 2,376
Boys Basketball	\$ 2,376	\$ 2,376
Girls Basketball	\$ 2,376	\$ 2,376
Baseball	\$ 2,376	\$ 2,376
Softball	\$ 2,376	\$ 2,376
Track	\$ -	\$ -

Fall Play Director	\$ -	\$ -
Spring Play Director	\$ 2,993	\$ 2,993
High School Yearbook	\$ 3,990	\$ 3,990
Elem. Yearbook	\$ 945	\$ 945
Prom Advisor	\$ 1,365	\$ 1,365
Testing Coordinator (HS)	\$ 2,376	\$ 2,376
Testing Coordinator (Elem)	\$ 2,376	\$ 2,376
Jr/Sr High Vocal/Instrumental Music	\$ 4,240	\$ 4,240
Elementary Music	\$ 1,223	\$ 1,223
National Honor Society	\$ 1,050	\$ 1,050
Unified Club	\$ 1,050	\$ 1,050
Student Council	\$ 1,699	\$ 1,699
First Robotics	\$ 1,533	\$ 1,533
Jr High Robotics	\$ 843	\$ 843
Concession Supervisor	\$ 4,750	\$ 4,750
ECFE Coordinator	\$ 1,470	\$ 1,470

COMMITTEE CHAIRS

Literacy Committee	\$ 263	\$ 263
Math Committee	\$ 263	\$ 263
Child Study Committee	\$ 210	\$ 210
Student Assistance Team	\$ 210	\$ 210
Arts & Academics	\$ 210	\$ 210
Continuing Education	\$ 210	\$ 210
		\$ 47,525

TOTAL C	\$ 129,660
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