

MASTER AGREEMENT

**Independent School District No. 150
Hawley, Minnesota**

And

**Education Minnesota Hawley
Hawley, Minnesota**

July 1, 2023 – June 30, 2025

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PREAMBLE

The Master Agreement, including articles and appendices, is entered into this July 1, 2023 by and between the Exclusive Representative, now designated as Education Minnesota Hawley, representing all teachers, as defined by law, of Independent School District No. 150, Hawley, Minnesota, and the duly elected School Board of said District.

WITNESSETH

WHEREAS, the School Board and the Exclusive Representative recognize and declare that providing a quality education for the children of Independent School District No. 150 is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service, and

WHEREAS, teachers are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the School Board has a statutory obligation, pursuant to the Public Employment Labor Relations Act of 1971, as amended, to bargain with the exclusive representative of its teachers with respect to hours of employment, compensation therefore, and economic aspects relating to employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - PURPOSE

This Master Agreement, entered into between Independent School District No. 150, Hawley, Minnesota, hereinafter referred to as the School Board, and Education Minnesota Hawley, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the duration of the Master Agreement.

ARTICLE II - RECOGNITION

Section 1. Recognition. In accordance with PELRA, the School Board recognizes Education Minnesota Hawley as the sole and exclusive representative of teachers employed by Independent School District No. 150, which Exclusive Representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Master Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all the teachers of the School District, as defined in this Agreement and in PELRA.

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 benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Teacher. The word, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative, or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law.

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

Section 4. PELRA. Public Employment Labor Relations Act of the State of Minnesota, as amended.

Section 5. Full-Time Teacher and Part-Time Teacher. Full-time teachers are contracted to work a full day of seven and three-quarter hours (7-3/4) for the entire year in accordance with the number of days (181) specified in the Agreement. Part-time teachers work less than a full day and/or less than the entire year. Part-time teachers hired after October 1, 2011 who are employed an average of at least 18.5 hours per week and 91 days in a school year shall be eligible for salary and benefits proportional to the extent of their employment. Teachers not satisfying criteria listed above shall not be eligible for any benefits.

Subd. 1. Percentage of Full-Time Employment.

<u>Number of Classes Taught</u>	<u>Position Percentage</u>	<u>F.T.E. Percentage</u>
1.	1.25/7.00	0.179
2.	2.50/7.00	0.357
3.	3.50/7.00	0.500
4.	5.00/7.00	0.714
5.	6.00/7.00	0.857
6.	7.00/7.00	1.000

Teachers who teach one (1) class period will be compensated for 0.25 of a preparation period, and will need to put in 15 minutes of extra time outside of assigned teaching class period.

Teachers who teach two (2) or three (3) class periods will be compensated for 0.50 of a preparation period, and will need to put in 30 minutes of extra time outside of assigned teaching class periods.

Teachers who teach four (4), five (5), or six (6) class periods will be compensated for a full preparation period, and will need to put in 54 minutes of extra time outside of assigned teaching class periods.

All part-time teachers must be in attendance for all non-student days as if he/she were full time. This includes staff development/workshop days, parent-teacher conferences, etc. The part-time teacher will be compensated for the additional time above their contracted F.T.E. status at the rate established by the school (currently \$25.00 per hour).

Section 6. Retired Teacher. A retired teacher is one who has reached TRA (Teachers Retirement Association) eligibility requirements.

Section 7. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. In accordance with the provisions of PELRA, the Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion and policy as the functions or programs of the School District, its overall budget, utilization of technology, the organization structure, and selection, 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 for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations. The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching, student-related services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the 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 and recognizes that the School Board, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules, and regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V - TEACHER RIGHTS

Section 1. Dues Checkoff. Any teacher who is a member of the Exclusive Representative, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing deduction of membership dues. Such authorization shall be in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, one-eighth (1/8) of the "checkoff" amount shall be deducted from compensation from October through May. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments during the school year.

Section 2. Use of Equipment and Facilities. The Exclusive Representative may be granted the opportunity to use School District's equipment and facilities at times when such equipment and facilities are not otherwise in use. Usage shall be predicated upon conformance to existing policies, rules, and regulations of the School Board.

Section 3. Financial Resources Information. The School Board agrees to make available in the office of the Superintendent to the Exclusive Representative all information required by law.

Section 4. 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.

Section 5. Right to View. Nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any teacher to perform labor or services against his will.

Section 6. Meet and Confer. The Exclusive Representative may meet and confer with the School Board or its representative(s) pursuant to PELRA.

Section 7. Personnel Files. Pursuant to Minn. Stat. §122A.40, subd. 19, as amended, all evaluations relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law. The teacher shall be notified, in writing, when evaluation data is placed in the individual teacher's personnel file.

Section 8. Job Classifications and Specifications. The Exclusive Representative recognizes that the School Board shall have the right to classify and set employment descriptions in

the district and the determination of responsibilities for teaching positions. All new teaching and non-teaching positions that become available within the School District shall be posted in the teachers' lounges with a copy given to the Exclusive Representative.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

Section 1. Individual Employment Contract. Any individual employment contract between the School Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Master Agreement. Individual employment contracts will be issued each year.

Section 2. Status of Master Agreement. The Master Agreement shall supersede any rules, regulations, or practices of the School Board which shall be contrary to or inconsistent with its terms.

Section 3. Minimum Standards. The conditions of employment, including teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the standards stipulated in this Master Agreement for the specified duration of this document.

ARTICLE VII - SALARIES AND PAYROLL PROCEDURES

Section 1. Salary Schedules. The basic salaries for teachers are set forth in appendices "A" and "B" for the duration of this Agreement. Said appendices are attached to and incorporated as an integral portion of this Agreement.

Section 2. Duration of Schedule(s). Such salary schedule(s) shall remain in effect during the period of the Master Contract.

Section 3. Previous Experience Credit. Teachers may be given full experience credit as set forth in appendices "A" and "B" for full years of outside teaching experience in any school district in the State of Minnesota or other school accredited by a recognized accrediting agency. In the event that full past experience credit is not granted for previous years of teaching experience, credit may not be less than the following:

<u>Years of Experience</u>	<u>Minimum Years of Credit</u>
8	4
7	3
6	3
5	2
4	2
3	1
2	1
1	1

Section 4. Salary Checks. Twenty-four (24) payments of the individual employment contract amount, in accordance with the provisions of Section 3. below shall be made equally over 12 months.

Subd. 1. Additional Employment. Teachers who are employed more than the nine (9) month school year shall receive a salary check during each month of employment in twenty-four (24) equal payments beginning July 15th.

Subd. 2. Finality of Payroll Option Selection. The payroll option selection by the teacher at the pre-school workshop may not be altered during the school year.

Section 3. Payroll Date. The fifteenth and the last day of each month shall be payday. In the event that the fifteenth or the last day of the month falls on a weekend or holiday, the payroll date for that pay period shall be the last business day preceding the weekend or holiday.

Section 4. Individual Employment Lane Changes.

Subd. 1. Contract Modification/Lane Change. Individual employment contracts may be modified to reflect qualified lane changes two (2) times a year, September 1 and February 1, providing an official transcript of qualified credits is submitted to the Superintendent's office by August 15 for the September 1 change and January 15 for the February 1 change. Transcripts submitted to the Superintendent's office after that date shall become effective on the following eligible date.

Section 5. Status of Salary Schedules. The salary schedule shall not be construed as a part of the teacher's continuing contract. In the event that a successor Agreement is not entered into prior to the commencement of the 2025-26 school year, a teacher shall be compensated according to the last individual employment contract executed between the teacher and the School Board until such time as a successor Agreement is executed. No steps or lane changes shall be approved until a new Agreement has been ratified by the Exclusive Representative and the School Board.

Section 6. Withholding of Teacher's Salary Advancement.

Subd. 1. Withholding of Increment. A teacher's salary advancement is subject to the right of the School District to withhold increments, lane changes, or step advancement for just cause. An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 2. Compensation Following Withholding of Increment. The teacher shall be placed on the appropriate "step" following the withholding of an increment that the teacher would be qualified for if an increment had not been withheld.

Section 7. Career Increments.

Subd. 1. Qualifying Conditions.

- A. A teacher must be on the salary schedule.
- B. A teacher must be on the maximum of the stipulated "steps" of the salary schedule to qualify for career increment compensation.
- C. A teacher must have been on the maximum step at least one (1) school year before becoming eligible for the compensation provided by career increments.

Subd. 2. Career Increments.

- A. Eleven (11) years teaching service must be completed to qualify for career increment #L.
- B. Fourteen (14) years teaching service must be completed to qualify for career increment #O.
- C. Nineteen (19) years teaching service must be completed to qualify for career increment #T.
- D. Twenty-four (24) years teaching service must be completed to qualify for career increment #Y.
- E. The career increment may only be applied at the beginning of the school year.
- F. Career Increments will carry over from year to year.

Section 9. Certification and Post-College Education. The teachers should be recognized for the effort and expense of obtaining additional credits by advance in salary in accordance with the salary schedule. With this in mind, the following rules shall entitle the teacher to a salary raise in accordance with the salary schedule.

Subd. 1. Credits in Major Field, Germane Field or Area of Assignment. All credits considered for lane change must be germane to the teacher's area of license when the teacher was initially employed by the School District, or germane to the current teaching assignment. Master's degrees awarded in areas other than in the area of initial license or in areas not of the current teaching assignment will not be counted toward lane change. Teachers, upon declaring in writing their intent to complete programs other than germane ones as described in this subdivision no later than 30 days after the settlement of the 2003-05 Agreement, and approved by the Superintendent will be "grand-fathered" in.

Subd. 2. Prior Approval. In order for credits to apply for a lane change, they must be approved in writing in advance by the Superintendent. If the credit request is denied by the Superintendent, the matter shall be referred to a professional review committee consisting of the building principal, three (3) teachers, and one (1) board member for a final ruling. The decision of the committee shall be final. Not more than five (5) credits used for lane change advancement may be from undergraduate courses.

Subd. 3. Credits Presented for Approval Upon Employment. No credits earned prior to the initial employment date may be presented for a lane change unless presented at the initial hiring.

ARTICLE VIII - NON-TEACHING ASSIGNMENTS

Section 1. Definition of Non-Teaching Assignments.

Subd. 1. Co-Curricular Assignments. "Co-curricular assignments" shall be defined as those assignments of a teacher to coach, advise, supervise, and direct the student activities of the School District.

Subd. 2. Other Assignments. "Other assignments" shall be defined as those assignments to supervise and control various aspects of the School District.

Section 2. Co-Curricular Assignments.

Subd. 1. Authorization of Assignments. Co-curricular assignments shall be made by the respective principal(s).

Subd. 2. Time of Assignments. Whenever possible, co-curricular assignments shall be made prior to March 1st of each year.

Subd. 3. Teacher Desire to be Relieved of Co-Curricular Assignment. Individual teachers shall notify the respective principal, in writing, within 60 days of the completion of said season if the teacher does not wish to continue with a co-curricular assignment during the subsequent school year. The principal shall have the authority to have the teacher continue with said assignment until such time as a qualified, satisfactory replacement is available and accepts such assignment. The School District will attempt to find a qualified, satisfactory replacement.

Subd. 4. Binding Effect of Assignment. Although co-curricular assignments are non-continuing in nature, the placement of a co-curricular assignment on an individual employment contract makes said assignment binding upon the teacher and School Board for the year of concern. All state statutes will apply.

Subd. 5. Inclusion of Assignment on Individual Employment Contract. All co-curricular assignments shall be included, to the extent possible, even though said assignments are non-continuing in nature, on the teacher's individual employment contract, as presented to the teacher.

Subd. 6. New Assignment During the School Year. In the event that any activity is created or that an assignment becomes open or vacant due to illness, leave of absence of any kind, resignation, or contract termination, the School District, or its representative, may assign a qualified, satisfactory replacement, with the replacement teacher's mutual consent, to such activity. In the event that a qualified satisfactory replacement is unwilling to accept the activity, the School District, or its representative may assign such activity to any teacher, and the teacher shall perform such assignment. If the teacher is qualified and wishes not to accept such assignment, he or she shall perform such assignment until a qualified, satisfactory replacement is available and accepts such assignment or until the end of the school year. Thereafter, the provisions of Subd. 3. above shall apply.

Subd. 7. Compensation. Compensation shall be in accordance with the compensation schedule for co-curricular assignments as stipulated in appendix "C."

Section 3. Other Assignments.

Subd. 1. Authorization of Assignments. "Other assignments" shall be made by the respective principal(s).

Subd. 2. Time of Assignments. Whenever possible, "other assignments" shall be made prior to March 15th of each year.

Subd. 3. Teacher Desire to be Relieved of "Other Assignments". Individual teachers shall advise the respective principal(s) on or before February 1st of each year, in writing, if the teacher does not wish to continue with an "other assignment" during the subsequent school year. In the event the teacher no longer wishes to continue the "other

assignment," the respective principal shall have the authority to have the teacher continue the assignment. The principal shall attempt to ascertain if other teachers would be interested in assuming the assignment.

Subd. 4. Discontinuation of Assignment. The teacher may be withdrawn from the assignment, at the discretion of the principal, if another teacher is available and desirous of assuming the assignment. The teacher may be withdrawn from the assignment if schedule changes and similar conditions indicate a change is necessary and in the best interests of the School District.

Subd. 5. Binding Effect of Assignment. The placement of the assignment, although non-continuing in nature, on the individual employment contract makes said assignment binding upon the teacher and the School Board for the school year of concern.

Subd. 6. Inclusion of Assignment on Individual Employment Contract. All "other assignments" shall be included, to the extent possible, even though said assignment is non-continuing in nature, on the teacher's individual employment contract.

Subd. 7. New Assignment During the School Year. In the event that an "other assignment" is created or becomes open or vacant due to illness, leave of absence of any nature, resignation, or contract termination of the assigned teacher, the School District of Superintendent may assign a replacement with the replacement teacher's consent to said assignment. In the event that the selected teacher to serve as a replacement is unwilling to accept the assignment, the School District may assign the selected teacher and the teacher shall perform said duties.

Subd. 8. Compensation. In the event additional compensation is provided for the "other assignment," said remuneration shall be in accordance with the stipulations of Appendix "D."

ARTICLE IX - INSURANCE PROVISIONS

Section 1. Eligibility for Benefits. Full-time teachers shall be eligible for applicable insurance benefits. Part-time teachers shall have insurance benefits determined by Article III Definitions Section 5. Subd. 1. Percentage of Full-Time Employment.

Section 2. Effective Date of Insurance. Insurance benefit changes shall become effective on the first day of the month following the full ratification of the Agreement.

Section 3. Termination of Insurance Provisions.

Subd. 1. Resignation Effective at the End of the School Year. All School District contributions shall terminate on August 31st following the close of the school year.

Subd. 2. Resignation Effective During the School Year. The School District's contributions and the teacher's coverage shall terminate on the last day of the month in which a resignation becomes effective for resignations submitted during the school year. Applicable C.O.B.R.A. laws will apply.

Subd. 3. Coverage Effective Following Termination of Employment at the End of a School Year. Teachers may be granted extension of insurance coverage as outlined in

Section 6. below for such period as required to obtain other appropriate insurance, subject to approval of the insurance provider(s). Any payments for said insurance shall be made in advance to the School District.

Subd. 4. Maximum Age of Participation. A teacher who retires from active employment may continue to participate in the School District's health insurance program. All premiums shall be the responsibility of the teacher and paid each month in advance to the School District.

Section 4. Selection of Insurance Companies. The selection of the insurance companies and policies shall be made by the School District as provided by law.

Section 5. Claims Against the School District. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Specific Insurance Provisions.

Subd. 1. Health and Hospitalization Insurance Renewal Date. The School Board shall provide monthly payments for individual coverage for each eligible teacher, employed by the School District who is enrolled in the School District's group medical and hospital plan as follows:

- (a) July 1, 2023 through June 30, 2024: \$6,500.00 yearly; July 1, 2024 - June 30, 2025 \$7,000 yearly
- (b) Married couples both employed as full-time teachers will each receive \$6,500.00 (July 1, 2023 through June 30, 24); (July 1, 2024 through June 30, 2025) \$7,000 yearly as a health insurance benefit to be applied to family or single coverage;
- (c) Health insurance plans as of July 1, 2023:
 - a. Sanford / 750 Signature
 - b. Sanford / 750 True
 - c. Sanford / 3000 HSA Signature
 - d. Sanford / 3000 HSA True
 - e. Sanford / 5000 HSA Signature
 - f. Sanford / 5000 HSA True

Any additional cost of the monthly charge shall be borne by the teacher and shall be paid by payroll deductions. The allowance for monthly charges shall not be used for any other purposes.

Subd. 2. Long Term Disability Insurance. The School Board shall provide every teacher with long-term disability insurance. The insurance shall become effective ninety (90) days following certified disability. The benefit shall be sixty (60) percent of the teacher's "base" salary. In addition, the School District shall pay the disabled teacher at the same rate as the insurance benefits (60%) between the sixtieth (60th) and ninetieth (90th) for any of these days the teacher is not covered by sick leave. In any event, cumulative sick leave must be exhausted prior to long-term disability becoming effective.

Subd. 3. Group Term Life Insurance. The School Board shall provide every teacher with a Fifty Thousand Dollar (\$50,000) group term life insurance policy.

ARTICLE X - SCHOOL YEAR/CALENDAR

Section 1. School Year.

Subd. 1. Teacher Duty Days. The School Board shall, prior to April 1st in each odd-numbered 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.

Subd. 2. Emergency Closings.

- (a) When conditions make it necessary for students to be sent home from school prior to the close of the school day, teachers shall remain until the end of the normal teacher day unless weather conditions are of such a nature that the administration deems it prudent to dismiss the teachers at an earlier time.
- (b) In the event of a student day or teacher day lost for any emergency, the teacher shall perform duties on that day or other day in lieu thereof as the School District shall determine, if any. Teachers shall not report for work on such days that students are not in attendance due to inclement weather or other emergency situations unless directed to report by the School District.

Subd. 3. Minimum Required Days. In the event that, due to inclement weather or emergency closing, the minimum number of student school days required to qualify for full state aid is not satisfied in accordance with the school calendar as established in Section 1. above, teacher individual employment contracts shall automatically be extended, without additional compensation, for the number of days required to satisfy state minimum requirements. Teachers shall not be required to work more than 181 days in 2021-22 or 2022-23, and no salary reduction shall be made for a school year consisting of less than 181 days in 2021-22 or 2022-23.

Section 2. School Calendar.

Subd. 1. Development of School Calendar. Development of the school calendar shall be based on consultation between the Superintendent and the officers of the Exclusive Representative, with final approval made by the School Board.

Subd. 2. Emergency Calendar Changes. In the event that situations arise which make necessary change in the school calendar, such changes shall be accomplished at the prerogative of the School Board.

ARTICLE XI - HOURS OF SERVICE

Section 1. Basic Day. The basic teacher's day, inclusive of lunch, shall be seven and three-quarter (7-3/4) hours with the exception of Fridays and the days preceding holidays or vacations. On said exception days, the teacher's day may end at the completion of the students' academic day.

Section 2. Hours. The schedule of teachers may vary.

Section 3. Additional Student Activities. In addition to the basic school day, teachers shall be required to participate in school district activities beyond the basic teacher's day. The normal duties for teachers include a share of co-curricular and supervisory activities, which shall be subject to established compensation, if any, as set forth in Appendices "C" and "D" of this Agreement.

Section 4. Duty-Free Noon Hours. Teachers over .5 FTE shall be provided with a thirty (30) minute duty-free lunch period.

Section 5. Teaching and Classroom Assignment. The normal teaching and classroom assignment for each teacher will be designated by the School Board and the Superintendent of Schools or designated representative(s). The major portion of the basic teacher's day during which a teacher does not have assigned classes or other assignments shall be used for class preparation time. During the major portion of this preparation time, the teacher shall be available at his/her normal teaching station in the building, library, or the teacher's designated office area.

Section 6. Change in Teacher Assignments. The School Board reserves the right to make changes and adjustments in teacher's assignments consistent with the needs of the educational program of the School District.

Section 7. Teacher Day Longer Than Seven and Three-Quarter (7-3/4) Hours. Teacher meetings called by the School District may necessitate a teacher's day to be longer than seven and three-quarter (7-3/4) hours.

Section 8. Weekly Teaching Load.

Subd. 1. Elementary School. The normal weekly teaching load in the elementary school should not exceed six and one-half (6-1/2) hours of pupil contact per day. A full-time elementary school teacher shall have prep time comparable to high school teachers in no more than two (2) separate blocks.

Subd. 2. High School. The normal weekly teaching load in the high school should be thirty (30) teaching periods and five (5) preparation periods. Pupil contact should not be in excess of six (6) periods per day.

ARTICLE XII - TEACHER TRAVEL

Section 1. Regulation. Travel shall be in accordance with School Board Policy 412 and Appendix "F-1."

Section 2. Mileage Rate. During the period of the Master Agreement, the applicable rate established by the School Board shall be commensurate with the established IRS mileage rates.

ARTICLE XIII - LEAVE PROVISIONS

Section 1. Sick Leave.

Subd. 1. Earning. A full-time teacher shall earn eighteen (18) days of sick leave each year of employment by the School District. Sick leave days will be credited on September 1st of each year.

Subd. 2. Accumulation. Unused sick leave days may accumulate to a maximum of one hundred eight (108) days per teacher.

Subd. 3. Use. Sick leave with pay shall be allowed, according to Minn. Stat. 181.9413, whenever a teacher's absence is found to have been due to the teacher's illness and/or injury, or illness and/or injury to the teacher's child (as defined in section 181.940, subd. 4), adult child, spouse, sibling, parent, grandparent, or stepparent which prevented the teacher's attendance at school and performance of duties on that day or days.

Subd. 4. Medical Certificate. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of any illness and/or injury after the said teacher has been absent for 5 or more consecutive days.

Subd. 5. Deduction. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the teacher. Up to eight (8) hours per year may be taken in no less than one (1) hour increments providing the absence is covered by a teacher. All other allowable sick leave will be taken in no less than 4 hour increments.

Subd. 6. Approval. Sick leave pay shall be approved upon the teacher's submission of a signed request upon the authorized sick leave pay request form available in each building office.

Subd. 7. Non-Application of Sick Leave. Sick leave shall not apply nor may it be earned or accumulated during any leave of absence.

Subd. 8. Pro-Rata Sick Leave Reduction. In the event of leave of absence, sick leave days shall be reduced at the rate of one and one-half (1-1/2) days for each twenty (20) school days of leave. An exemption from sick leave reduction will be made for teachers on sabbatical leave.

Subd. 9. Allowable Medical Appointment Absence. Sick leave, with compensation, shall also be allowed at such time when it is necessary to be absent from school during the established teacher day for a medical doctor's appointment (not for routine examination), diagnostic medical procedures, or conferring with a medical specialist. The teacher shall attempt to keep the time of absence at a minimum during the school day. Teachers shall make an effort to be present in school for that portion of the day not deemed absolutely essential to obtaining the required medical service.

Subd. 10. Appointments at the End of the Student Day. In order to facilitate arrangements for the individual teacher, the building principal may excuse the teachers for appointments as stipulated in Subd. 9. above at the end of the student day.

Subd. 11. Violations of Medical/Dental Appointment Procedures. In the event that a teacher does not adhere to the stipulations of Subd. 9., and 10. above, the teacher may become subject to retroactive loss of compensation.

Subd. 12. Sick Leave Bank. When a teacher has used all of his/her accrued sick leave, the teacher may make withdrawals, as determined by the EMH, from the sick leave bank.

- (a) Membership in the sick leave bank will be open to all teachers at the beginning of each school year or the beginning date of their individual employment contract thereafter. The sick leave bank will be managed by the Exclusive Representative.
- (b) All teachers who wish to participate in the sick leave bank will be assessed one (1) day of sick leave. Those not participating are not eligible. All assessed days will be accumulated from year to year in a bank where they will be available to participating teachers who have used all their designated sick leave. When all the days in the bank have been exhausted, all participating teachers will be reassessed one (1) day. There shall be a yearly cap of sixty (60) days of use.
- (c) The sick leave bank shall not be used when a teacher qualifies for disability income insurance.
- (d) A teacher may withdraw from the "sick leave bank" at the beginning of any school year. In case of withdrawal, a teacher's past contribution of days to the sick leave bank stays in the bank.
- (e) The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the Board harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future. Any sick leave bank challenge by a teacher shall not be subject to the grievance procedure.

Subd. 13. Sick Leave Reimbursement. A teacher's unused sick leave days, as granted according to Article XIV Section 1. Subd. 1., shall be deposited in a teacher's 403b deferred compensation program pursuant to Minn. Stat. §356.24, per eligibility as identified in Subd. 14(a) and 14(b) below, according to the following scale:

1-11 Unused Sick Leave Days	-	\$35.00 Per Day
12-14 Unused Sick Leave Days	-	\$45.00 Per Day
15-18 Unused Sick Leave Days	-	\$50.00 Per Day

- (a) Teachers who qualify for the Article XVII Severance Plan will be compensated for unused accumulated sick leave days above 200 days as of May 31st of each school year. Teachers shall be reimbursed for their unused accumulated sick leave per the provisions of Article XIV Section 1., Subd. 14., above. The maximum amount of unused sick leave carried over to the following year shall not exceed 200 days.
- (b) Teachers who do not qualify for the Article XVII Severance Plan will be compensated for unused accumulated sick leave days above 108 days as of May 31st of each school year. Teachers shall be reimbursed

for their unused accumulated sick leave per the provisions of Article XIV Section 1., Subd. 14., above. The maximum amount of unused sick leave carried over to the following year shall not exceed 108 days.

- (c) The deposit transaction for unused sick leave days will be included in the teacher's June 30th payroll.

Section 2. Worker's Compensation. Pursuant to Minn. Stat. §176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from the accrued sick leave.

Section 3. School Conference and Activities Leave. A teacher may apply for leave of up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the teacher's child, provided the conferences or classroom activities cannot be scheduled during non-working hours as described in Minn. Stat. §181.9412. The teacher must provide reasonable prior notice of the leave. Up to a maximum of twelve (12) hours of leave will be with compensation with the remaining four (4) hours being without compensation.

Section 4. Child Care Leave.

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

Subd. 2. Requests. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Pregnancy. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave provisions of the Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

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

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

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave, except by mutual consent.

Subd. 6. Reinstatement. A teacher returning from child care leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on un-requested leave of absence.

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

Subd. 8. Experience Credit. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

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

Subd. 10. Adoption. If the child care leave is related to the adoption of a child, the School District shall be notified immediately of plans for adoption. As soon as the parents are notified of the date of home placement, the School District shall be notified. The teacher shall be granted ten (10) days of leave commencing when the child is obtained.

Subd. 11. Substitutes. The School District will make every effort to secure a substitute immediately. If a qualified substitute is not obtained within two (2) weeks, the teacher will return for a period not to exceed two (2) school weeks, whereupon the child care leave will continue according to the other provisions of this section.

Subd. 12. Salary and Fringe Benefits. Leave under this section shall be without pay or fringe benefits.

Subd. 13. Notification. A teacher may be granted a child care leave (of up to six (6) weeks) without pay upon a thirty (30) day notification and request to the building principal and approval of the Superintendent and School Board. The thirty (30) day notice may be waived by the School Board.

Section 5. Personal Leave.

Subd. 1. Three (3) Days Per Year. A full-time teacher may be granted three (3) days of personal leave per year. Up to 4 hours per year may be taken in no less than one (1) hour increments providing the absence is covered by a teacher. All other allowable personal leave will be taken in no less than 4 hour increments.

(a) The three (3) days may be used at the teacher's discretion.

(b) Any leave denied by the building principal shall be referred to the Superintendent for a final decision.

Subd. 2. Principal Notification. Notification for taking personal leave must be made in writing to the building principal at least forty-eight (48) hours in advance except in the event of an emergency. The building principal shall make the decision whether or not such request shall be approved. No more than four (4) teachers may be absent from either building at one time. This will revert back to three (3) teachers per building with the opening of the new Middle School. Teachers may not use personal leave during the first two (2) weeks of student contact.

Subd. 3. Compensation for Unused Personal Leave. Teachers will receive a dollar incentive pay set at a value of one hundred dollars (\$100) per day for personal leave days not used during the year. Payment shall be made by July 1st.

Subd. 4. Deferred Personal Leave Days. Teachers may have their personal leave days deferred to the next year by making a written request to the Superintendent prior to May 1st. Teachers who choose to defer personal leave days cannot use more than five (5) personal days consecutively. Teachers who defer personal leave days will receive compensation for days not used the second year. A maximum of three (3) personal leave days may be carried over from one year to next.

Section 6. Emergency Leave. Teachers will be entitled to a maximum of six (6) teaching days, to be deducted from sick leave, per school year. A teacher may not accumulate emergency leave days. Such emergency leave may be used as follows.

Subd. 1. Serious Illness or Injury. Days may be used in the event of serious illness or injury requiring immediate medical care (prescribed by a doctor) by the teacher for one or more of the following:

- (a) Mother-In-Law/Father-In-Law
- (b) Son-In-Law/Daughter-In-Law

(c) Domestic Partner

Subd. 2. Bereavement. Three (3) days, of the maximum of six (6), may be used in the event of death of one or more of the following:

- (a) Grandmother,
- (b) Grandfather,
- (c) Grandchild,
- (d) Father-In-Law,

- (e) Mother-In-Law,
- (f) Sister-In-Law,
- (g) Brother-In-Law,
- (h) Aunt,

- (i) Uncle,
- (j) Niece,
- (k) Nephew,
- (l) Cousin.

Two (2) additional days, of the maximum of six (6), may be granted in the event of death of a child, spouse, or parent.

One (1) of the maximum of six (6) days may be utilized for a funeral for those not identified in Subd. 2 above. This leave may be taken in four (4) hour increments or in one (1) hour increments provided the absence is covered by a teacher.

Subd. 3. Additional Emergency Leave. Up to six (6) days additional leave without pay may be granted by the Superintendent unless denied by the School Board.

Subd. 4. Childbirth. Five (5) days of the maximum of six (6), may be used when a teacher's spouse gives birth.

Section 7. Jury Duty. Leave will be granted to teachers who are selected to serve on jury duty. No deductions in salary will be made, but teachers shall be required to reimburse the School District the salary received for jury duty.

Section 8. Military Leave. Military leave shall be granted pursuant to applicable Minnesota Statutes.

Section 9. Leave Without Compensation.

Subd. 1. Application. A teacher desirous of procuring a leave without compensation should make application, in writing, to the Superintendent well in advance of the date of the contemplated leave.

Subd. 2. Use. Leave, without compensation, may be granted for the following purposes:

- (a) Limited vacation during the year,
- (b) Marriage of teacher,
- (c) Recreational endeavors, and
- (d) Other reasons deemed appropriate.

Subd. 3. School Board Consideration. The teacher's request for leave without compensation shall be made on the "Employee Leave" form available in each school office.

Subd. 4. Teacher Notification. The teacher shall receive a copy of the form submitted to verify the leave requested.

Subd. 5. Length of Leave. The leave shall not exceed two (2) school days and may be used in any combination in the contract period.

Subd. 6. School Board Waiver. The School Board may waive Subd. 5 above under extraordinary circumstances with the employee being responsible for a fee of \$150 per day.

Section 10. Sabbatical Leave.

Subd. 1. Purpose. The purpose of the sabbatical leave program is to encourage teachers to engage in programs of professional improvement.

Subd. 2. Eligibility. A teacher who has been employed for five (5) years in the School District may apply for sabbatical leave. A teacher may be granted the equivalent of one (1) year of sabbatical leave.

Subd. 3. Application. A teacher desiring sabbatical leave shall make application upon a form furnished by the Superintendent which shall include a statement of educational qualifications, experience, and a detailed outline of the project for which leave is requested. Application for sabbatical leave shall be made prior to May 1st.

Subd. 4. Selection and Approval. The number of sabbatical leaves granted in any year shall not exceed one (1) teacher. Selection of teachers to be recommended to the Superintendent for sabbatical shall be made by the "Sabbatical Leave Committee,"

which shall include the respective Building Leadership Team and the respective building principal. Teachers shall be recommended for sabbatical leave to the School Board by the Superintendent. Credits earned while on sabbatical leave are to be germane to the position previously held by the teacher and approved in advance by the Superintendent.

Subd. 5. Terms of Leave.

- (a) Sabbatical leave may be granted for a full school year or fraction thereof.
- (b) Compensation of teachers on sabbatical leave will be paid by the School District at forty (40) percent of the salary schedule rate which they would have received if they had remained on active work duty. Teachers on approved sabbatical leave will continue to be covered by all current insurance provisions.
- (c) The teacher's obligation for future service after having been granted sabbatical leave shall be that they pledge themselves to return to and serve the School District for a period of two (2) years. Failure to return the first year after sabbatical leave will result in the teacher refunding the total School District's compensation. Total compensation includes salary paid, health/life insurance costs, and fixed charges (TRA, FICA, WC, LTD). Failure to return for the second year after sabbatical leave will result in the teacher refunding one-half (1/2) the amount received for leave.
- (d) The School District agrees that, upon return, the teacher shall be restored to his/her former position or a position of comparable status. The teacher shall also continue at the same experience step on the salary schedule as if he/she had taught in the School District during such period.

Section 11. Extended Leave. Extended leaves of absence are available in accordance with Minn. Stat. §122A.46, as amended.

Section 12. Association Leave. The Exclusive Representative will be granted five (5) days per year to conduct necessary business. One (1) teacher absent for any part of a day will constitute one-half (1/2) leave day. The leave will be with full compensation and non-accumulative from year to year. The Exclusive Representative will be responsible for the entire cost of the sub(s) at the current substitute teacher rate of pay.

Section 13. General Leave of Absence.

Subd. 1. Granting of General Leave. The School Board may grant a one- or two-year leave of absence to any full-time teacher who has been employed by the School District for at least five (5) years and does not participate in the State Teacher's Retirement Program during the leave period. The leave request must be submitted in writing to the School Board by March 1st, and the School Board shall act on the request at the next regularly scheduled meeting.

Subd. 2. Reinstatement Rights. A teacher on a general leave of absence pursuant to this section shall have the right to be reinstated to a position for which he/she is licensed at the beginning of any school year which immediately follows a year of the general leave of absence, unless he/she is discharged or placed on unrequested leave of absence or his/her individual employment contract is terminated pursuant to Minn. Stat. §122A.40,

subd. 1 or §122A.41, subd. 1 while he/she is on general leave. The School Board shall not be obligated to reinstate any teacher who is on a general leave of absence pursuant to this section unless the teacher advises the School Board of their intention to return before February 1st in the school year preceding the school year in which they wish to return.

Subd. 3. Seniority Retention. Any teacher who is reinstated to a teaching position after a general leave of absence pursuant to this section shall retain seniority and rights in the School District as though he/she had been teaching in the School District during the period when he/she was on the general leave.

Subd. 4. Non-Advancement/Salary Schedule During General Leave. The years spent by a teacher on a general leave of absence pursuant to this section shall not be included in the determination of their salary upon his/her return to teaching in the School District. The credits earned by a teacher on a general leave of absence pursuant to this section shall not be included in the determination of his/her salary upon their return to teaching in the district for a period equal to the time of the general leave of absence.

Subd. 5. Non-Limitation of School Board Authority. Nothing within the provisions of this section shall be construed to limit the authority of the School Board to grant any teacher a leave of absence which is not subject to the provisions of this section and Minn. Stat. §354.094.

Section 14. Family and Medical Leave.

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

- (a) The birth and first-year care of a child,
- (b) The adoption or foster placement of a child,
- (c) The serious health condition of a teacher's spouse, child or parent, and
- (d) The teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits. Such leave shall be unpaid, except an eligible teacher during such a leave shall be eligible for regular School District group health contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

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

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

Subd. 5. Notification. The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall

further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT **(Lay-off/Recall)**

Section 1. Purpose. The purpose of this article is to implement the provisions of Minn. Stat. §122A.40, which shall constitute a plan for unrequested leave of absence because of discontinuance of position, lack of pupils and financial limitations or merger of classes caused by consolidation of school districts.

Section 2. Filing of Licenses. In any year in which a reduction of teachers is occurring and the School District is placing teachers on un-requested leave of absence, only those licenses actually received by the Superintendent's office for filing as of March 15th of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after March 15th shall be considered for purposes of recall, but not to the current reduction.

Section 3. Definitions. Refer to the definitions in ARTICLE III.

Section 4. Consultation. Before the School Board makes any necessary reduction in teachers, it will first confer with the Exclusive Representative regarding the effect of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such teachers.

Section 5. Termination In Accordance with Minn. Stat. §122A.40, Subd. 1. Layoff of teachers required by elimination of positions shall take place only in accordance with the applicable provisions of Minn. Stat. §122A.40, subd. 1; but before the School Board initiates proceedings under those provisions, it shall first confer with the Exclusive Representative relative to the need for such terminations.

Section 6. Method of Selection of Teacher(s) for Lay-off. Teachers to be terminated shall be selected from all teachers in the School District who are qualified for the position to be eliminated in accordance with the following guidelines:

Subd. 1. Limited Permits and Provisional Certificates. Teachers with limited permits and provisional certificates, if any, shall be laid off first.

Subd. 2. Probationary Teachers. Probationary teachers are to be non-renewed pursuant to statute before any tenured teachers are laid off.

Subd. 3. Teachers Under Continuing Contract. Teachers under continuing contract with lesser seniority shall be laid off next.

Subd. 4. Seniority Tie Breaker for Same-Day Hirings. If a tie in seniority should occur between two (2) or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence, recall, or transfer:

(a) In the event of a tie in seniority, the teacher having the higher step

- placement on the salary schedule shall be the more senior.
- (b) In the event of a tie in step placement, the teacher having the higher lane placement on the salary schedule shall be the more senior.
 - (c) In the event of a tie in lane placement, the teacher having the greater number of teaching license areas shall be the more senior. Only those license areas on file by April 1st in the office of the Superintendent shall be considered applicable.
 - (d) In the event of a tie in the number of teaching license areas, the teacher having the greater number of years of service in the teaching area being reduced shall be more senior.
 - (e) In the event that a tie(s) is not broken by the above sequence, the School District may determine which teacher(s) will be more senior.
 - (f) If a tie is broken using "e", the results of the decision made by the School District may not be altered in the future if the same teachers are tied after "d" of this subdivision above.

Section 7. Reinstatement of Academic Offering. In the event that enrollment conditions result in the reinstatement of any position prior to the beginning of the ensuing year, the most senior, fully-qualified, and certified teacher shall be given first consideration for re-employment. In such circumstances in which more than one (1) teacher may be eligible for such consideration, priority consideration for re-employment shall be given in inverse order of the listing outlined in Section 6. above.

Section 8. Method of Selection of Teacher(s) for Lay-off. In the event of the discontinuance of a teaching position, which in turn necessitates a reduction in staff, then any teacher teaching in the School District is subject to lay-off according to and following the provisions of this article.

Subd. 1. Seniority. Lay-off and recall shall be on the basis of seniority in the School District as defined below and shall be according to the provisions set forth in this article, but seniority shall not entitle a teacher to a position for which the teacher is not certified and qualified.

Subd. 2. Definition of Seniority. "Seniority" shall be defined as continuous employment from the most recent date of employment. "Continuous employment" for purposes of seniority shall include all continuous employment for the School District in the capacity of teacher as defined in Minn. Stat. §122A.40, subd. 1.

Subd. 3. Application of Seniority Status. The application of seniority for full-time, continuing-contract, qualified teachers commences with the first day of actual service in the School District.

Subd. 4. Non-Application of Seniority Status. The following shall be excluded from the application of seniority status:

- (a) Probationary teachers, and
- (b) Part-time teachers not defined in ARTICLE III.

Subd. 5. Exclusion of Administrators. An administrator who is not teaching a full day as defined in Section 2, subd. 2, or who does not exceed the "part-time" teacher criteria as stipulated in Section 2, subd. 3, in teaching/related pursuits shall be excluded from the seniority provisions of ARTICLE XV.

Subd. 6. Seniority During Probationary Period. Seniority shall not accrue during probationary period, but seniority shall be credited retroactively for probationary time when tenure is achieved.

Subd. 7. Applicable Certification. The basis for determining eligibility for certification for seniority rights shall be based upon the certification in effect for the individual teacher at the time of the initiation of lay-off procedures.

Section 9. Seniority Lists.

Subd. 1. Preparation. Seniority lists shall be established and maintained yearly by the Superintendent.

Subd. 2. Posting. The seniority lists shall be posted in the respective buildings of the School District on or before October 1st of each year.

Subd. 3. Challenge. A period of ten (10) calendar days shall constitute the challenge period.

Subd. 4. Challenge Decisions. All challenges shall be reconciled by the School Board.

Subd. 5. Final List. The final seniority list shall become the official seniority list. A copy shall be furnished the secretary of the Exclusive Representative.

Section 10. Seniority Number.

Subd. 1. Teacher Assignment of Number. Each teacher subject to the provisions of this article shall be assigned a seniority number representing placement on the seniority list.

Subd. 2. Seniority Number Explanation. The highest number shall represent the least seniority. The lowest number shall represent the most seniority.

Subd. 3. Seniority Rank Consideration. In the event of identical seniority rank the following sequence will be utilized in lay-off proceedings:

- (a) First day of teaching service in the School District.
- (b) Date the School Board formally adopted a resolution to employ the teacher as recorded in the official minutes of the School Board.
- (c) Most areas of licensure.
- (d) Highest lane placement.
- (e) Teacher on the highest step.

Section 11. Lay-off Order.

Subd. 1. Portability of Seniority. A teacher may carry his/her School District seniority into areas in which he/she teaches or is certified.

Subd. 2. Order of Lay-off. The order of lay-off shall be in accordance with the provisions of Section 6., Subd. 1.-3.

Section 12. Teacher Exercise of Seniority Rights. At the time of discontinuance of employment, if another position is available for which the teacher is fully certified, such teacher shall have the opportunity for employment in that position on the basis of seniority.

Section 13. Recall.

Subd. 1. Recall List. A recall list shall be maintained and updated yearly by the Superintendent.

Subd. 2. Elimination of Teacher(s) from Recall List. Teachers on the recall list for more than three (3) years shall be dropped from the recall list and shall not be subject to recall provisions as stipulated in this section.

Subd. 3. Notice of Recall. Notice of recall shall be sent to the Secretary of the Exclusive Representative and to the teacher by certified mail, with request for return receipt, at the last address on file in the Superintendent's office.

Subd. 4. Teacher Response to Recall Notice. Within fourteen (14) calendar days of the date of mailing, written acceptance of employment must be sent by the teacher, by certified mail, to the Superintendent's office. If no such written acceptance of employment is received within said fourteen (14) days, the employee shall lose the right to recall for that position under the provisions of this section.

Subd. 5. Subsequent Teacher Recall Opportunities. If subsequent recall opportunities for which the teacher on lay-off status is qualified become available during the three (3) years, the teacher shall be notified in accordance with the provisions of Subd. 3. above.

Subd. 6. Designated Recall. Recall shall be based upon seniority for a position for which the teacher is certified.

Subd. 7. Other Teacher(s) Recall Rights. At the time of recall in an area or department in which there are no applications from a teacher laid off from that area or department, a teacher laid off from another area or department but certified in the new area or department would have priority of employment over new teachers, and his/her other department seniority would continue. The teacher is responsible for making the personnel office aware of his/her different areas of certification at the time of his/her lay-off and of any changes to his/her certification during his/her absence.

ARTICLE XV - RESIGNATION

Section 1. Deadlines. Each teacher shall sign an individual employment contract for the coming school year or submit to the Superintendent a written resignation addressed to the Clerk of the School Board, prior to March 1st of each non-negotiating year. In each negotiation year, Minn. Stat. § 122A.40, subd. 1, shall be applicable, which provides:

"...that if an agreement as to the terms and conditions of employment for the succeeding school year has not been adopted pursuant to the provisions of Minn. Stat. §179.61 to 179.77, prior to March 1st, the teacher's right of resignation shall be extended to the 30th calendar day following the adoption of said contract in compliance with Minn. Stat. §179.70, subd. 2. Such written resignation by the teacher shall be effective as of June 30th if submitted prior to that date or if submitted thereafter, shall be effective July 15th and the teacher's right of resignation for the school year than beginning shall cease on July 15th."

Section 2. Continuing Contract. Failure upon the part of the teacher to comply with the individual employment contract signing/resignation provisions as stipulated and applicable in Section 1. above shall result in the application of continuing contract provisions without any increase in salary.

ARTICLE XVI - SEVERANCE PLAN

Section 1. Teacher Severance Program.

Subd. 1. Eligibility. Teachers who have at least ten (10) years of teaching service in the School District and twenty-five (25) years of teaching experience shall be eligible for severance pay pursuant to the provision of this article upon submission of a written resignation accepted by the School Board. No teacher who has been proposed for disciplinary discharge and who then submits a resignation accepted by the School Board shall be eligible for the benefits of this article.

Subd. 2. Amount of Pay. A teacher shall be credited for use as severance pay with a maximum of 108 days (837 hours) of the teacher's final salary. The exact number of days (hours) credited shall be based on the criteria as found in subd. 3.

Subd. 3. Unused Sick Leave. Teachers with fifteen (15) years of full-time service who qualify for severance pay shall receive credit for the amount of his/her unused sick leave days. Teachers with fewer than fifteen (15) years of full-time service who qualify for severance pay shall receive a severance amount pro-rated on the basis of yearly percentage of daily service to the School District times his/her unused sick leave days.

Subd. 4. Total Days of Credit. The amount of days (hours) credited for use as severance pay shall be equal to and in no case shall exceed 108 days (837 hours); however, a teacher may accumulate a maximum of 200 days of unused sick leave for severance purposes.

Subd. 5. Rate of Pay. A teacher's daily (hourly) rate of pay shall be the basic daily (hourly) rate at the time of resignation as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Subd. 6. Contribution. For all teachers who are eligible for severance payment outlined in Article XVII or Article XVIII, the School District will contribute 100 percent of that payment to the Post Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. Severance pay shall not be granted to any teacher who is discharged for disciplinary reasons by the School District.

Subd. 7. Death. If a retiree who qualifies for severance benefits dies before all or any portion of the severance pay has been dispersed, the balance shall be paid to a named beneficiary or, if none, to the estate of the deceased.

Subd. 8. Calculation of Severance Benefit. 2005-07: Rate of pay/181 days/7.75 hours per day=hourly rate of pay. Hourly rate of pay x total number of hours (unused sick leave days x 7.75 hours—not to exceed 108 days/837 hours).

ARTICLE XVII - 403B MATCHING PROGRAM

Section 1. 403b Matching Program.

Subd. 1. Eligibility. Effective July 1, 2023, each teacher in the School District shall be eligible to participate in a matching deferred compensation program pursuant to Minn. Stat. §356.24. Part-time teachers who have met this requirement will have their match contribution pro-rated according to Article III, Section 5. Subd. 1.

Subd. 2. Severance Pay. Teachers who have met the eligibility requirements of Article XVII as of June 30, 2005 and choose not to participate in the district's 403b matching program will receive severance pay as described.

Subd. 3. Maximum Severance Pay. Teachers who meet the eligibility requirements of Article XVII between July 1, 2005, and June 30, 2015, and elect not to participate in the School District's 403b plan will have their severance pay determined according to Article XVII with a maximum payout not to exceed \$40,000.

Subd. 4. Severance Payment. Teachers who have met the eligibility requirements as of June 30, 2015, and chose to participate in the School District's 403b match program will have their severance pay determined by their base salary as of June 30, 2005. Upon retirement, any amount the teacher was eligible for but did not receive will be paid directly into the teacher's 403b plan. Any severance payments shall be reduced by the amount of the School District's contribution into their 403b plan.

Subd. 5. Ineligibility. Teachers who do not meet the eligibility requirements of ARTICLE XVII by June 30, 2015, will not be eligible for severance as described in that article.

Subd. 6. School District Contributions. The School District will match eligible and participating teacher contributions based on the following chart:

<u>Years of Service with the School District</u>	<u>School District Contribution</u>
0-3	\$450
4-10	\$875 per year maximum,
11-20	\$1,750 per year maximum,
21 and above	\$2,250 per year maximum.

The lifetime maximum School District contribution toward the 403b program shall not exceed \$36,500 per teacher.

Subd. 7. Unpaid Leaves. Teachers on unpaid leaves may not participate in the matching 403b plan while on leave.

Subd. 8. Portfolio Management. Management of the portfolio(s) of individual investments and the School District contributions shall be solely the responsibility of the teacher in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings (losses) which may accrue to those portfolios as a result of investment decisions made by the teacher.

The School District is not responsible for any management fees. All fees are the responsibility of the individual teacher.

Subd. 9. Authorization. A salary reduction authorization agreement must be completed by the eligible teacher prior to each May 1st of the year preceding participation. If the agreement is not completed prior to May 1st, the teacher will lose the School District's contribution for that year.

Subd. 10. Irrevocable Decision. Teachers who meet the requirements of Article XVII between July 1, 2005 and June 30, 2015 will have until January 31, 2006 to make their onetime irrevocable decision to participate in either the 403b matching program or continuing with Article XVII.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. General Statement. In accordance with the provisions of PELRA, a claim by the Exclusive Representative, hereafter called the "Appealing Party," that there has been a violation, misinterpretation, of misapplication of any "provision(s)" of this Master Agreement may be processed as a grievance as hereinafter provided.

Section 2. Discussion. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by a representative of the Exclusive Representative.

Section 3. Filing of Grievance. If, as a result of the informal discussion with the building principal, an alleged grievance exists, the Appealing Party may submit the grievance, in writing, to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him/her.

Section 4. Representation. The "Appealing Party," administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 5. Principal Meeting. Within seven (7) calendar days of receipt of the grievance the principal or his/her designee, shall meet with the Appealing Party in an effort to resolve the grievance. The principal or his/her designee shall indicate his/her disposition of the grievance, in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Appealing Party.

Section 6. Superintendent's Consideration. If the Appealing Party is not satisfied with the disposition of the grievance or if no disposition has been made within seven (7) calendar days of such meeting (or twelve (12) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent of Schools. Within seven (7) calendar days, the Superintendent or his designee shall meet with the Appealing Party on the grievance and shall indicate their disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the Appealing Party.

Section 7. School Board Consideration. If the Appealing Party is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within seven (7) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the School Board or its designee by filing a written copy thereof with the Clerk of the School Board. The School Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Appealing Party on the grievance. Disposition of the grievance in writing by the School Board or its designee shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Appealing Party.

Section 8. Arbitration. If the Appealing Party is not satisfied with the disposition of the grievance by the School Board or its designee or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within seven (7) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the Bureau of Mediation Services in accordance with its rules which shall govern the arbitration proceeding. The School Board and the Appealing Party shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section 9. Expenses of Arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 10. Time Limitations. The time limits provided in this article shall be strictly observed but may be altered by written agreement of the parties.

Section 11. Grievance Filed After May 15th. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the School Board or its designee shall attempt to process such grievance prior to the end of the school term or as soon thereafter as possible until the grievance is resolved.

Section 12. Reprisal. No reprisals of any kind will be taken by the School Board, its designee, or the School District against any teacher because of his/her participation in this grievance procedure.

Section 13. Consolidation of Grievances. When two (2) or more grievances of a like or similar nature are filed, the Superintendent, at his/her discretion, may combine said grievances if agreeable to grieving parties.

ARTICLE XIX - BUS CHAPERONES

Section 1. Chaperones/Assigned Teachers. The chaperone/assigned teacher shall be in charge of regulating and enforcing acceptable student bus behavior.

Subd. 1. Bus Responsibility. The chaperone shall be completely responsible for acceptable student behavior on the bus.

Subd. 2. Activity Responsibility. The chaperone shall attend the activity and provide aid and assistance with supervision as needed.

Subd. 3. Violation Responsibility. It shall be the responsibility of the chaperone to report to the respective principal any student behavior that was flagrant in nature. In the event that a student's(s') behavior was of such a nature that it is deemed necessary to immediately report the violation, a telephone call shall be made to the principal as soon as possible in order to obtain directives for action.

Subd. 4. Responsibility After Return to School. Upon return from evening responsibilities, the chaperone shall open and supervise the high school "commons" area. The commons shall remain open for a period of one-half (1/2) hour to provide an opportunity for students to contact their parents by telephone upon return to the School District as well as to provide shelter until parents arrive to pick up students.

Section 2. Assignment. The assignment of chaperone responsibilities shall be made by the respective principal(s).

Section 3. Compensation.

Subd. 1. Amount. Compensation for chaperone assignments shall be in accordance with the stipulations for chaperone as outlined in appendix "D".

Subd. 2. Payment Schedule. Payments for chaperone assignments shall be made monthly.

ARTICLE XX - SUBSTITUTE TEACHERS

Section 1. "Hourly" Substitutes. Teachers who perform substitute duties on an hourly arrangement for the School District shall be compensated as follows: the ratio for compensation for substitute services per hour shall be twenty (20) percent of the daily rate for short-term substitute teachers as established by the School Board.

Section 2. Full Day and Partial Day Substitutes. The terms and conditions of employment for full-day and partial-day substitutes shall be in accordance with the policies and resolutions adopted by the School Board.

Subd. 1. Substitute Teacher/Approved Year-Long. An "approved year-long substitute" by definition, shall be a teacher who performs substitute teaching duties for a

full year during a leave of absence granted a teacher by the School Board. An approved year-long substitute shall be paid at the level of compensation stipulated for the applicable training level, but not in excess of "BA-Step 4" on the teachers' salary schedule. Approved year-long substitute teachers may be granted "experience" credit for long-term substitute experience if they are subsequently employed as a teacher by the School District. Approved year-long substitute teachers shall receive the following additional benefits:

- (a) Sick leave, and
- (b) Medical/hospital insurance.

Individual employment contracts for long-term substitute teachers automatically expire in accordance with the stated periods of employment in said contracts.

Subd. 2. Substitute Teachers/Long-Term. Long-term substitute teachers perform teaching duties for less than a full year. A long-term substitute teacher works 11 or more consecutive days for the same teacher and shall receive pro-rated sick leave and medical/hospital insurance benefits. Long-term substitute teachers shall be paid at the daily substitute rate for the first ten (10) days of substitute teaching. After ten (10) days of consecutive substitute teaching for the same regular teacher, the substitute teacher shall be paid at the "BA-Step 1" daily rate.

Subd. 3. Substitute Teacher/Short-Term. The rate for short-term substitute teachers shall be established by the School Board.

ARTICLE XXI - EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations. Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an ECFE program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1.

Section 2. Probationary Period. The probationary period for ECFE teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of 60 hours of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 3. Layoff and Recall. ECFE teachers shall have seniority only as ECFE teachers and shall have a separate seniority list consisting only of ECFE teachers. Seniority will accrue from the ECFE teacher's first date of employment as an ECFE teacher. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers. ECFE teachers laid off will have recall rights for a period of three (3) years.

Section 4. Compensation. ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, Appendix G, or such other method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

The fifteenth and the last day of each month shall be payday. In the event that the fifteenth or the last day of the month falls on a weekend or holiday, the payroll date for that pay period shall be the last business day preceding the weekend or holiday. Preschool teachers must submit time sheets according to the deadlines set by the School District.

Section 5. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following articles of the Master Agreement:

- ARTICLE I, Purpose
- ARTICLE II, Recognition
- ARTICLE III, Definitions
- ARTICLE IV, School District Rights
- ARTICLE V, Teacher Rights
- ARTICLE VI, Conditions of Employment
- ARTICLE VIII, Non-Teaching Assignments
- ARTICLE XII, Teacher Travel
- ARTICLE XV, Resignation
- ARTICLE XVIII, Grievance Procedure
- ARTICLE XIX, Bus Chaperones
- ARTICLE XX, Substitute Teachers
- ARTICLE XXII, Hiring/Rehiring of Retired Teachers
- ARTICLE XXIII, Master Agreement Preparation
- ARTICLE XXIV, Duration
- ARTICLE XXV, Negotiations
- ARTICLE XXVI, Document Authorization

Section 6. Sections of the Master Agreement Not Applicable. ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed teachers:

- ARTICLE VII, Salaries and Payroll Procedures
- ARTICLE IX, Insurance Provisions
- ARTICLE X, School Year/Calendar
- ARTICLE XI, Hours of Service
- ARTICLE XIII, Leave Provisions
- ARTICLE XIV, Unrequested Leave of Absence and Seniority Agreement
- ARTICLE XVI, Severance Plan
- ARTICLE XVII, 403b Matching Program

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for ECFE teachers shall be as assigned by the School District and may be modified from time to time based upon the needs of the ECFE program.

XXII HIRING/REHIRING OF RETIRED TEACHERS

Section 1. Applicable Sections of the Master Agreement. Retired teachers shall be covered by the following Articles of the Master Agreement: Article I. Purpose, Article II Recognition, Article III. Definitions, Article IV. School District Rights, Article V. Teacher Rights, Article VI. Conditions of Employment, Article VIII Non-Teaching Assignments, Article XIII. Teacher Travel, Article XIV. Leave Provisions, Article XVI. Resignation, Article XIX Grievance Procedure, Article XX. Bus Chaperones, Article XXI. Substitute Teachers, Article XXIV. Duration, Article XXV Negotiations, and Article XXVI. Document Authorization

Section 2. Sections of the Master Agreement Not Applicable: Retired teachers shall not be eligible for the following Articles of the Master Agreement: Article VII. Salaries and Payroll Procedures, Article XI School Year/Calendar, Article XII Hours of Service, Article XV Unrequested Leave of Absence and Seniority Agreement, Article XVII Severance Plan, Article XVIII. 403b Matching Program and Article XXII Early Childhood Family Education Teachers

Section 3. Salary: A retired teacher who is hired/rehired by the School District shall be placed on the salary schedule as agreed upon by the retired teacher and the District

Section 4. Hours: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be assigned by the School District and may be modified from time to time based upon the School District's needs.

Section 5. Seniority: A retired teacher who is hired/rehired by the School District shall have no seniority or bumping rights.

Section 6. 403b: A teacher who is hired/rehired by the School District may participate in the District's 403b program, but employer match provisions do not apply.

Section 7. Health Insurance: Insurance benefits may be provided under the Master Agreement for retired teachers.

ARTICLE XXIII - MASTER AGREEMENT PREPARATION

Section 1. Master Agreement.

Subd. 1. Document Preparation. The preparation of the final draft shall be the responsibility of the Superintendent. The final draft shall be prepared within thirty (30) calendar days of ratification by the School Board and the Exclusive Representative.

Subd. 2. Document Approval. A final copy of the document shall be approved within ten (10) days of notification by the Superintendent to the Exclusive Representative and School Board that the final draft is completed prior to electronic distribution.

Subd. 3. Distribution. The School Board shall make the Master Agreement available electronically.

Subd. 4. Document Reorganization. During the final preparation process, it shall be the responsibility of the Superintendent to codify the document in appropriate articles, sections, and subdivisions. In addition, an appropriate table of contents, appendix, and index shall be prepared by the Superintendent.

Subd. 5. July 1, 2023 – June 30, 2025 Master Agreement. The 2023-25 Master Agreement shall be retyped and include articles as agreed to by both parties.

ARTICLE XXIV - DURATION

Section 1. Term. This Master Agreement shall be effective and in full force for the period commencing upon the date of its execution through June 30, 2025.

Section 2. Extension. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2025.

Section 3. Effect. This Agreement constitutes the full and complete Master Agreement between the School District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. Finality. Any matters relating to the current agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement.

Section 5. Severability. The provisions of this Master Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid by statutes, it shall not affect any other provisions of the Master Agreement or the application of any provision(s) thereof.

ARTICLE XXV - NEGOTIATIONS

Section 1. Review of Agreement. The representative(s) of the School Board and the Exclusive Representative may meet periodically for the purposes of reviewing the administration and intent of the Master Agreement.

Section 2. Selection of Negotiators. Neither party in negotiation shall exercise any control over the selection of negotiation representatives of the other party.

Section 3. Final Document. There shall be three (3) signed copies of the Master Agreement for purposes of official record. Copies shall be in the possession of the School Board, Exclusive Representative, and Superintendent.

Section 4. Reopening of Negotiations. If either party desires to modify or amend this Master Agreement commencing July 1, 2023, it shall give written notice of such intent to

the other party. Unless mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of the Master Agreement.

Section 5. Scheduled Meetings. All meetings between the parties will be scheduled at times when teachers are free from assigned instructional responsibilities.

ARTICLE XXVI - DOCUMENT AUTHORIZATION

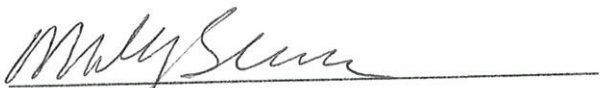
In witness whereof, the parties caused this Agreement to be signed by their respective chair and president, attested by their respective clerk and secretary and their corporate seal, if any, is to be placed thereon.

In addition, it is hereby agreed to by both parties that the stipulations of this Master Agreement are retroactive to July 1, 2023.

THE EXCLUSIVE REPRESENTATIVE


Ben Gunkelman, President

Dated: 12/21/23


Molly Schenck, Secretary

Dated: 12/21/23

THE SCHOOL DISTRICT


Cody Marshall, Chair

Dated: 1-8-24


Mark Sellin, Clerk

Dated: 12-28-23

APPENDIX "A"
Salary Schedule
2023-24

LANE:	1	2	3	4	5	6	7	8
					MA	MA+10	MA+20	MA+30
STEP:	BA	BA+10	BA+20	BA+30	BA+40	BA+50	BA+60	BA+70
<u>New</u>								
A ₍₄₎	48,715	49,967	51,314	52,775	54,370	56,052	57,876	59,801
B ₍₅₎	50,056	51,430	52,883	54,464	56,177	57,972	59,907	61,942
C ₍₆₎	51,405	52,891	54,456	56,149	57,981	59,891	61,943	64,123
D ₍₇₎	52,748	54,355	56,030	57,839	59,785	61,805	63,973	66,268
E ₍₈₎	54,091	55,819	57,602	59,522	61,589	63,724	66,006	68,413
F ₍₉₎	55,436	57,278	59,177	61,210	63,397	65,636	68,036	70,563
G ₍₁₀₎	56,780	58,739	60,749	62,893	65,203	67,554	70,072	72,717
H ₍₁₁₎	58,124	60,205	62,325	64,586	67,006	69,470	72,104	74,867
I ₍₁₂₎	59,471	61,670	63,899	66,271	68,816	71,387	74,134	77,024
J ₍₁₃₎	60,816	63,131	65,474	67,958	70,616	73,305	76,167	79,183
K ₍₁₄₎	62,156	64,596	67,045	69,647	72,426	75,220	78,303	81,506

Career Increments:

L-N ₍₁₂₋₁₄₎	63,156	65,596	68,045	70,647	73,426	76,220	79,303	82,506
O-S ₍₁₅₋₁₉₎	64,256	66,696	69,145	71,747	74,526	77,320	80,403	83,606
T-X ₍₂₀₋₂₄₎	65,456	67,896	70,345	72,947	75,726	78,520	81,603	84,806
Y+ _(>24)	66,756	69,196	71,645	74,247	77,026	79,820	82,903	86,106

Career Increments:

*Increment #1	L-N ₍₁₂₋₁₄₎	=	1,000
Increment #2	O-S ₍₁₅₋₁₉₎ <small>Previous C-1</small>	=	2,100
Increment #3	T-X ₍₂₀₋₂₄₎ <small>Previous C-2</small>	=	3,300
Increment #4	Y+ _(>24) <small>Previous C-3</small>	=	4,600

APPENDIX "A"
Salary Schedule
2024-25

LANE:	1	2	3	4	5	6	7	8
					MA	MA+10	MA+20	MA+30
STEP:	BA	BA+10	BA+20	BA+30	BA+40	BA+50	BA+60	BA+70
A	51,394	52,715	54,136	55,678	57,360	59,135	61,059	63,090
B	52,809	54,259	55,791	57,460	59,267	61,161	63,202	65,348
C	54,233	55,800	57,451	59,237	61,170	63,185	65,350	67,650
D	55,649	57,345	59,111	61,020	63,073	65,204	67,491	69,913
E	57,066	58,889	60,770	62,796	64,977	67,228	69,637	72,176
F	58,485	60,428	62,431	64,576	66,884	69,246	71,778	74,444
G	59,902	61,970	64,090	66,352	68,789	71,269	73,926	76,716
H	61,321	63,516	65,752	68,138	70,692	73,291	76,070	78,985
I	62,742	65,062	67,414	69,916	72,600	75,313	78,211	81,260
J	64,161	66,603	69,075	71,696	74,499	77,337	80,357	83,538
K	65,574	68,149	70,732	73,478	76,409	79,358	82,609	85,989

Career Increments:

L-N <small>(12-14)</small>	66,574	69,149	71,732	74,478	77,409	80,358	83,609	86,989
O-S <small>(15-19)</small>	67,674	70,249	72,832	75,578	78,509	81,458	84,709	88,089
T-X <small>(20-24)</small>	68,874	71,449	74,032	76,778	79,709	82,658	85,909	89,289
Y+ <small>(>24)</small>	70,174	72,749	75,332	78,078	81,009	83,958	87,209	90,589

Career Increments:

*Increment #1	L-N <small>(12-14)</small>	=	1,000
Increment #2	O-S <small>(15-19)</small> <small>Previous C-1</small>	=	2,100
Increment #3	T-X <small>(20-24)</small> <small>Previous C-2</small>	=	3,300
Increment #4	Y+ <small>(>24)</small> <small>Previous C-3</small>	=	4,600

APPENDIX "C-1"
(2023-25)
HIGH SCHOOL/JUNIOR HIGH SCHOOL ATHLETICS

14.0%

Weight Training (Yearly), Head Coaches: Basketball

12.0%

Head Coaches: Football, Volleyball, Wrestling

10.1%

Dance Team

9.5%

Head Coaches: Track, Cross Country, Baseball, Softball, Golf

9.0%

Assistant Coaches: Football, Basketball, Volleyball, Wrestling, Dance, 9th Grade Football, 9th Grade Basketball, 9th Grade Volleyball, Junior Varsity Basketball

6.9%

Assistant Coaches: Track, Cross Country, Baseball, Softball

5.5%

Activity: 8th Grade Football, 8th Grade Basketball, 8th Grade Volleyball, 7th Grade Football, 7th Grade Basketball, 7th Grade Volleyball, Jr. High Track, Jr. High Baseball, Jr. High Softball

4.1%

Assistant Coach: Jr. High Golf

3.6%

Activity: Cheerleading Advisor

3.1%

State Tournament Competition – Coaches of MSHSL activities who have participants in league sponsored state competitions will be compensated as follows:

Team Activities	-	Head Coach \$400/Asst. Coach \$275
Individual Activities	-	Head Coach \$225/Asst. Coach \$100

This does not include State Music Festivals.

Elementary/Secondary Activities (Per Session)

Elementary Basketball – Approximately 30 Sessions	\$13.75
Elementary Speedball/Flag Football – Approximately 20 Sessions	\$13.75
Weightlifting & Training	\$13.75

APPENDIX "C-1"
(2023-25)
NON-ATHLETICS

10.1%

Activity: Computer Coordinators – High School & Elementary School, Head Speech

6.9%

Activity: School Yearbook Advisor, FFA

5.5%

Activity: Future Leaders of America Advisor, Technology Education Club Advisor

5.1%

Activity: Assistant Speech

4.6%

Activity: Fall Production Director, Musical Producer, Musical–Voice, Musical–Instrumental, Audio-Visual Coordinator – High School, Close Up

4.1%

Activity: Pop Singers, Jazz Band, Robotics

3.1%

Activity: High School Student Council, River Watch, Pep Band, Fall Production Assistant, One-Act Play Director, Musical Set Producer, Robotics Assistant, E-Sports

2.5%

Activity: One-Act Play Assistant, Concerts, Junior Prom Advisors (2), Art Club, National Honor Society Advisors (2), Science Olympiad, Elementary Musical Producer, Elementary Musical Voice

2.0%

Activity: Drama Club Advisor, Jr. High Student Council, Knowledge Bowl (2), Mock Trial, Odyssey of the Mind, Congressional Debate, Musical Choreographer, Elementary Choir Director, Philanthropy and Youth (PaY) Advisors (2)

Stipulated Dollar Amounts (Per Event)

Other Music at Athletic Events

\$20.00

Appendix "C-1"

Co-Curricular Percentage Table

2023-24

Based on 14-Step Schedule

Step	BA-1	<u>2.0%</u>	<u>2.5%</u>	<u>3.1%</u>	<u>3.6%</u>	<u>4.1%</u>	<u>4.6%</u>	<u>5.1%</u>
1	44,678	894	1,117	1,385	1,608	1,832	2,055	2,279
2	46,026	921	1,151	1,427	1,657	1,887	2,117	2,347
3	47,367	947	1,184	1,468	1,705	1,942	2,179	2,416
4	48,715	974	1,218	1,510	1,754	1,997	2,241	2,484
5	50,056	1,001	1,251	1,552	1,802	2,052	2,303	2,553
6	51,405	1,028	1,285	1,594	1,851	2,108	2,365	2,622
7	52,748	1,055	1,319	1,635	1,899	2,163	2,426	2,690
8	54,091	1,082	1,352	1,677	1,947	2,218	2,488	2,759
9	55,436	1,109	1,386	1,719	1,996	2,273	2,550	2,827

Step	BA-1	<u>5.5%</u>	<u>6.9%</u>	<u>9.0%</u>	<u>9.5%</u>	<u>10.1%</u>	<u>12.0%</u>	<u>14.0%</u>
1	44,678	2,457	3,083	4,021	4,244	4,512	5,361	6,255
2	46,026	2,531	3,176	4,142	4,372	4,649	5,523	6,444
3	47,367	2,605	3,268	4,263	4,500	4,784	5,684	6,631
4	48,715	2,679	3,361	4,384	4,628	4,920	5,846	6,820
5	50,056	2,753	3,454	4,505	4,755	5,056	6,007	7,008
6	51,405	2,827	3,547	4,626	4,884	5,192	6,169	7,197
7	52,748	2,901	3,640	4,747	5,011	5,328	6,330	7,385
8	54,091	2,975	3,732	4,868	5,139	5,463	6,491	7,573
9	55,436	3,049	3,825	4,989	5,266	5,599	6,652	7,761

Appendix "C-1"

Co-Curricular Percentage Table 2024-25

Step	BA-1	<u>2.00%</u>	<u>2.50%</u>	<u>3.10%</u>	<u>3.60%</u>	<u>4.10%</u>	<u>4.60%</u>	<u>5.10%</u>
1	51,394	1,028	1,285	1,593	1,850	2,107	2,364	2,621
2	52,809	1,056	1,320	1,637	1,901	2,165	2,429	2,693
3	54,233	1,085	1,356	1,681	1,952	2,224	2,495	2,766
4	55,649	1,113	1,391	1,725	2,003	2,282	2,560	2,838
5	57,066	1,141	1,427	1,769	2,054	2,340	2,625	2,910
6	58,485	1,170	1,462	1,813	2,105	2,398	2,690	2,983
7	59,902	1,198	1,498	1,857	2,156	2,456	2,756	3,055
8	61,321	1,226	1,533	1,901	2,208	2,514	2,821	3,127
9	62,742	1,255	1,569	1,945	2,259	2,572	2,886	3,200

Step	BA-1	<u>5.50%</u>	<u>6.90%</u>	<u>9.00%</u>	<u>9.50%</u>	<u>10.10%</u>	<u>12.00%</u>	<u>14.00%</u>
1	51,394	2,827	3,546	4,625	4,882	5,191	6,167	7,195
2	52,809	2,905	3,644	4,753	5,017	5,334	6,337	7,393
3	54,233	2,983	3,742	4,881	5,152	5,478	6,508	7,593
4	55,649	3,061	3,840	5,008	5,287	5,621	6,678	7,791
5	57,066	3,139	3,938	5,136	5,421	5,764	6,848	7,989
6	58,485	3,217	4,035	5,264	5,556	5,907	7,018	8,188
7	59,902	3,295	4,133	5,391	5,691	6,050	7,188	8,386
8	61,321	3,373	4,231	5,519	5,825	6,193	7,359	8,585
9	62,742	3,451	4,329	5,647	5,960	6,337	7,529	8,784

APPENDIX "D-1"

COMPENSATION FOR OTHER ASSIGNMENTS 2023-24

Driver Education Instructor. Compensation as follows shall be established for driver education. Beginning July 1, 2023, and continuing until June 30, 2024, compensation shall be:

- | | |
|---------------------|-------------------------------------|
| 1. Behind-the-Wheel | \$25.00 |
| 2. Classroom | Regular Daily Rate (Hourly) of Pay. |

Independent Study. Compensation will be in the amount of one hundred dollars (\$100.00) per student per course offering for one (1) full year of instruction. In addition, compensation, on a percentage basis, shall be pro-rated for independent study programs conducted a portion of a school year.

NOTE: The School Board policy and administration rule shall govern the independent study program.

Curriculum Writing. Curriculum work requested by the School District beyond 181 days/year will be compensated at \$25.00/hour.

Summer School. Teachers teaching summer school will be compensated at \$25.00/hour.

Lunchroom Supervision. Total compensation per year shall be established at two thousand dollars (\$2,000.00) when two lunchroom supervisors are assigned. In the event fewer than two (2) or more than two (2) teachers share the assignment, appropriate pro-rating of compensation shall be made on a "days of supervision" basis.

Activity Supervision. Compensation for the supervision of various School District activities shall be as follows:

Varsity Athletic Activities	\$26.10 (7/1/21-6/30/22); \$26.15 (7/1/22-6/30/23)
Saturday Activities	\$26.10 (7/1/21-6/30/22); \$26.15 (7/1/22-6/30/23)
Other Activities	\$26.10 (7/1/21-6/30/22); \$26.15 (7/1/22-6/30/23)

Teacher Attendance at Workshops/Seminars. Teachers shall be compensated at the daily rate of pay for attendance at approved workshops/seminars during non-duty days.

APPENDIX "E-1"

SEVERANCE IMPLEMENTATION

1. Examples of severance plan implementation, 2003-2004:

(a) Full-time teacher for 30 years:

Last schedule placement – BA+90 - \$54,382

$\$54,382 / 182 \text{ days} / 7.75 \text{ hours per day} = \$38.55/\text{hour}$

$108 \text{ sick leave days} \times 7.75 \text{ hours} = 837 \text{ hours} @ 38.55 = \mathbf{\$32,270.63}$

Last schedule placement – BA+45 - \$48,428

$\$48,428 / 182 \text{ days} / 7.75 \text{ hours per day} = \$34.33/\text{hour}$

$108 \text{ sick leave days} \times 7.75 \text{ hours} = 837 \text{ hours} @ 34.33 = \mathbf{\$28,737.49}$

(b) Half-time teacher for 25 years:

Last schedule placement – BA+90 - \$27,191

$\$27,191 / 91 \text{ days} / 7.75 \text{ hours per day} = \$38.55/\text{hour}$

$108 \text{ sick leave days} \times (7.75 \times 50\%) \times \$36.83 = \mathbf{\$16,133.17}$

(c) Teacher 30 years – 10 as full-time & 20 as half-time:

$(10 \times 1 + 20 \times .5) / 30 = .67$

Last schedule placement – BA+90 - \$54,382

$\$54,382 / 182 \text{ days} / 7.75 \text{ hours per day} = \$38.55/\text{hour}$

$108 \text{ sick leave days} \times (7.75 \times 67\%) \times \$36.83 = \mathbf{\$21,618.45}$

NOTE: Severance amounts in the examples above are listed in bold print.

2. Credits and degrees approved for lane changes are applied to individual employment contracts without chronological requirements or implications.

3. Calculations for severance in 2023-2025 shall use 181 teacher workdays.

APPENDIX "F-1"

Rationale: It is of importance that teachers keep abreast of current happenings, regulations and developing trends within the field of education. From time to time, travel becomes either desired or necessary in the following areas:

1. Athletic conference and Minnesota State High School League activities.
2. State agency consultations and meetings.
3. Area and state conferences of various natures.
4. National conferences, seminars, and conventions.
5. Miscellaneous travel deemed necessary for the general operation of the School District.

Authorization for Travel: Travel involving staff development, according to the staff development plan, shall be approved, in advance, by the building principal and the Staff Development Committee. The Superintendent shall be notified of all staff development involving travel. All other travel, including travel and lodging, shall be approved, in advance, by the Superintendent.

Criteria for Travel: Attendance at state and national conferences, seminars, or conventions is permissible. Applications, in writing, must be submitted to the Superintendent not less than sixty (60) days prior to national events to the Superintendent. A decision not less than thirty (30) days prior to the event will be made by the Superintendent.

Decisions on state events will be made by the respective principal.

Definitions of Travel Expenses: Travel expenses shall include the following:

1. Meals,
2. Lodging,
3. Transportation,
4. Miscellaneous expenses directly related to the business function of the travel.

Reimbursements for Expenses:

Travel:

1. District-owned vehicles – gas, oil, repairs, parking, etc.
2. Personally owned vehicles – mileage at the applicable rate established by the School Board.
3. Railroad and bus transportation – established fare.
4. Air transportation – tourist fare and transportation from airport to lodging and return.

Meals: Teachers must submit to the Superintendent an itemized listing of all meals including gratuities. Meal allowance shall not exceed thirty-five dollars (\$35.00) per day including tips.

NOTE: Discretion should be exercised in the purchase of meals to avoid excessive claims.

Lodging: The School District will reimburse the teacher as follows:

1. One-half (1/2) the rate for a double occupancy of a "twin room."
2. Rate for a "single room."

NOTE: If a spouse should accompany the teacher, the rate for a single room shall be reimbursed.

Miscellaneous: Reimbursement will be made for expenses directly connected with attendance at the conference.

Funds may be advanced to the teacher for travel. Upon completion of the trip, an itemized expenditure accounting shall be submitted to the finance office of the School District. Upon the presentation of the financial accounting to the School District, within five (5) days of return, the teacher shall either refund excess funds or be reimbursed for any expenditures in excess of advanced funds.

Budget Restriction: All travel shall be within the financial limitations of the adopted budget.

APPENDIX "G"

ECFE Teacher
Salary Schedule
2023-25

<u>STEP:</u>	<u>Rate Per</u> <u>Hr</u>
1	23.22
2	23.59
3	23.97
4	24.36
5	24.75