

MASTER AGREEMENT

between

**ISD 2853
Madison, Minnesota**

and



**EDUCATION MINNESOTA
Lac qui Parle**

July 1, 2023 through June 30, 2025

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ARTICLE I

PURPOSE

This Agreement, for the **2023-2025** school years, is entered into between Independent School District 2853, Madison, Minnesota, hereinafter referred to as the School District, and Education Minnesota, Lac qui Parle, hereinafter referred to as the exclusive representatives, pursuant to and in compliance with the Public Employment Labor Relation Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in the P.E.L.R.A.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employments," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean education policies of the District and is subject to provisions of the P.E.L.R.A.

Section 2. Teachers: 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 Board of Teaching M.S., Section 179A.03, shall include physical therapist and occupational therapists but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policies, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technologies, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board 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 opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directive, and Orders: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representatives also recognize 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, teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State Federal governmental agencies. Any provisions of the Agreement found to be in violations of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in

this Agreement are reserved to the School District.

Section 5. Policy Manual: For items such as a teacher evaluation and discipline, location of files, etc., refer to the District policy manual. No District policy can be grieved under this Agreement.

ARTICLE V

TEACHERS RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, or affect the right of any teacher or his/her representatives to the expression or communication of a view, grievance, complaint, or opinions 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.

Section 2. Right to Join: Pursuant to the P.E.L.R.A., 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 3. Request for Dues Check-off: The exclusive representative shall be allowed dues check-off for its members. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 24 equal installments, beginning with the 1st pay period in September.

Section 4. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

A. **2023-2024:** All certified staff who are under contract in Lac qui Parle Valley School District in **2023-2024** will receive his/her own current salary plus **\$3,000.00**. Part-time teachers will be pro-rated accordingly.

B. **2024-2025:** All certified staff who are under contract in Lac qui Parle Valley School District in **2024-2025** will receive his/her own current salary plus **\$1,500.00** which will also be added to each lane of the **2024-2025** new hire salary schedule. Part-time teachers will be pro-rated accordingly.

Section 2. Salary Schedules:

A. **Status of Salary Schedules:** The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed. When a negotiated Master Agreement is ratified by both Education Minnesota Lac qui Parle and the School District, teachers will receive retroactive pay.

B. **Withholding of Salary Increase:** An individual teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure.

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

A. **Prior Approval:** All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to the taking of the course. In order for any course to be considered for pre-approved for a lane change, the course must:

1. Be germane to the field of teaching or to the academic discipline the teacher is teaching, or be mutually agreed upon as relevant to the field of teaching and
2. Be provided by a higher institution (requiring ".edu" if online)

B. **Grade and Credits:** To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits (2 undergraduate credits will count as 1 graduate credit if the grade is a "B-" or higher, and carry a grade equivalent of "B-" or higher. If credit is pass or

fail “P” or “F”, an “F” is not acceptable. A teacher shall not advance more than 1 lane progression in any school year except if the teacher is moving to the Master’s degree lane. A teacher who earns a Master’s degree will move to the Master’s degree lane and be compensated for all subsequent lane advancements following submission of a transcript in accordance with part “C” below.

C. Effective Date:

Subd 1. All lane changes **July 1, 2023 – June 30, 2025 will be paid \$1,800.00 if completed by October 15th or \$900 if completed by February 15th with the additional \$900.00 added the following contract year.** Individual teaching contracts will be modified to reflect qualified lane changes twice every year providing a transcript of qualified credits is submitted to the Superintendent's office no later than October 15 or February 15. Credits submitted by a transcript after October 15 or February 15 even though otherwise qualifying shall not be considered until the following time. Any credits submitted by October 15 shall be credited retroactive to the beginning of the school year. Any credits submitted by February 15 shall be credited beginning with the March payment.

D. Application: Credits to apply to lanes beyond a particular degree must be earned subsequent to the earning of the degree.

E. Television, Video, and On-line Courses: In order for a course that is not delivered face-to-face by an instructor (such as television, video, and on-line courses) to be considered for pre-approval for a lane change, the teacher must provide the course objectives or outcomes, the means of assessment, and documentation indicating how the course will include interaction with the instructor and/or other students.

Section 4. New Teacher: A new teacher shall be placed on the lane of the salary schedule as provided in this article.

A. Years Credited: A new teacher to the School District may be given credit up to the years of his/her teaching experience outside the School District in negotiating his/her starting salary. Partial credit may be granted for work experience related to the position, as determined by the School Board.

Section 5. Part-time Teacher: Any teacher employed less than full-time will be considered a part-time teacher. Salary, fringe benefits, and leaves of absence will be on a pro-rated basis. The pro-ration formula for elementary teachers will be calculated by dividing the number of minutes

per day for which a part-time teacher is employed by the average number of minutes per day for which a full-time elementary teacher is employed. The pro-rated formula for secondary teachers will be calculated by dividing the number of semester hours taught by 12. Any part-time teacher may choose to join the fringe benefit programs but must pay to the School District monthly and in advance the difference between the pro-rated School District contribution and the actual premiums for such programs. Any part-time teacher required to be in attendance for a longer time than his/her individual teaching contract requires shall be paid for the extra time at the same rate called for in that teacher's individual teaching contract.

Section 6. Supplemental Teacher Provisions: Starting with 1995-96 school year, the Supplemental teachers will be part of the Master Agreement. They will be placed on the Master Agreement salary schedule at "BA step 1." Their seniority starting date will be their first date of continuous teaching employment in the School District. They will be entitled to advancement across and down the salary schedule as would any regular teacher. The credits for lane change must have been completed after September 1, 1995 and will require written pre-approval from the Superintendent.

ARTICLE VII

EXTRA COMPENSATION/BENEFITS

Section 1. Extra-Curricular Schedule: The wages and salaries set forth in **SCHEDULE D** shall be a part of this Agreement.

Section 2. Electronic Activity/Extra-Curricular Pass: Effective July 1, 2024 the Activities Office will issue all certified staff an electronic activities/extra-curricular pass.

Subd. 1. Spouse/Family Pass: An electronic spouse/family activities/extra-curricular pass may be earned by contacting the Activities Office and working two (2) unpaid extra-curricular events.

Section 3. Facilities Access Key Fob: Effective July 1, 2024 all certified staff may earn a facilities access key fob by contacting the LQPV Community Education Office and working two (2) unpaid extra-curricular events.

Section 4. Peer Review

A. Purpose: The peer review process shall be applicable to all teachers. The process of peer review shall not be utilized concerning judgments and decisions regarding continuing contract rights, discipline, discharge, termination, and related matters which shall remain as addressed

by applicable laws, regulations, School Board policies, and Agreements. The peer review process shall include the concepts of peer coaching and peer mentoring.

B. Participation: The local “Staff Development Committee” will be responsible for administering the peer review program with School Board approval. Participation will be on a volunteer basis. The total amount paid per year will not exceed \$8,000 for the total program.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance: The School District shall contribute a sum of not to exceed \$6,000 for single plan and \$6,500 for family plan during each of the 2023-2024 and 2024-2025 school years toward the premium for coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District’s group health and hospitalization plan. In the event that a full-time teacher would switch from a single plan to a family plan during the school year, the school district’s contribution would be pro-rated. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

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

Section 4. Duration of Insurance Contribution: A teacher is eligible for the School District contribution as provided in this article as long as the teacher is employed by the School District. Any teacher placed on unrequested leave has the right to purchase insurance under COBRA at his/her own expense.

Section 5. Eligibility: Benefits provided in this article are for full-time teachers but also apply to part-time teachers on a pro-rated basis as defined in ARTICLE VI, Section 5.

Section 6. Income Protection: The School District shall pay the total premium for long-term disability insurance for all full time (600 hours or more per year) teacher who qualify and are enrolled in the School District group disability plan that has been selected by the School Board.

ARTICLE IX
VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE
EMPLOYEES

Section 1. Establishment of VEBA: Effective July 1, 2010, the School District shall adopt the “VEBA Plan” and the “Employee Benefits Trust Agreement” for the benefit of qualifying teachers. The School and active teachers assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this Agreement. This arrangement is intended to constitute a voluntary employees’ beneficiary association under Section 501(c) (9) of the Internal Revenue Code.

Section 2. Benefits Provided through the VEBA: The School District shall provide the following benefit arrangement through the VEBA Plan: “The Health Reimbursement Arrangement for Active Employees.”

Section 3. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active teachers shall be paid from the account. Administrative fees allocable to the individual accounts of former teachers shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Section 4. School District Contribution:

A. Contributions to the Active Teacher’s Plan: The School District will make contribution to individual accounts under the health reimbursement arrangement for active, qualifying teachers. Monthly VEBA contributions will be calculated for each active, qualified teacher as follows:

****Single VEBA Plans** – School District fiscal year contribution minus health insurance premium (Sept-Aug) equals VEBA account contribution at fiscal year-end.

****Family VEBA Plans** – School District fiscal year contribution minus health insurance premium (Sept-Aug) equals VEBA year-end account contribution.

B. Group Health Plan: The School District shall make available VEBA eligible health plans according to district health insurance provider rules.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Disability/Sick Leave:

A. Annual Credit: At the beginning of each school year, each full-time teacher will be credited with 15 disability/sick leave days and will continue to earn such leave at the rate of 15 days each year of service.

B. Accumulation: At the end of each year of service, each teacher's unused disability/sick leave days shall be credited to the teacher in a disability/sick leave account which may be used in any subsequent year in which the number of such days used by the teacher exceeds 15 days. Unused disability/sick leave days may accumulate in this account to a maximum of 112 days of disability/sick leave per teacher.

C. Annual Statement: Number of earned disability/sick leave days credited to the teacher at the beginning of the school year and the number of days in the teachers' disability/sick leave account shall be available to the teacher on Employee Self Service (ESS) by September 20th of each year.

D. Application of Leave: Disability/sick leave with pay shall be allowed by the School District whenever a teacher's absence is due to illness or disability which prevents his/her attendance at school and performance of duties on that day(s).

E. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of disability/illness indicating such absence was due to disability/illness in order to qualify for disability/sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

F. Deductions: Used disability/sick leave days will be deducted first from the 15 days credited to each teacher at the beginning of the school year. When these days have been used, any additional used days will be deducted from those accumulated in the teacher's disability/sick leave account.

G. Report: A "Teacher's Absence and Substitute Report" will be completed by the employee after he/she returns to work.

H. Wellness Payments: If no more than 24 hours of disability/sick leave are used; the teacher will receive a wellness incentive payment of \$180.00. If 32 hours of disability/sick leave are used, the wellness incentive payment will be \$80.00. If 40 hours of disability/sick leave are used, the wellness incentive will be \$40.00. When 48 hours or more hours of disability/sick leave are used, no wellness incentive payment will be granted. Incentive

payment will be pro-rated for less than full time.

Section 2. Sick or Safe Leave:

A. An employer that allows an employee to take time off for their own injury or illness must also allow the employee to take time off to care for an ill or injured minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent in the same manner the employer would allow an employee to use the leave for themselves and for themselves or a relative (as listed above) to provide or receive assistance because of sexual assault, domestic abuse or stalking. (M.S. 181.9413).

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

Section 3. Maternity Leave: Up to twelve (12) weeks of sick leave will be granted for regular or C-Section child birth without a doctor’s note. Additional sick leave days may be granted with the doctor’s note. All paid maternity leave will be deducted from available and eligible sick leave.

Section 4. Workers' Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting workers’ compensation insurance may draw disability leave and receive full salary from the School District. His/her salary will be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued disability/sick leave. After disability/sick leave is used up, the teacher will receive only his/her worker’s compensation insurance. The teacher may elect to take only his/her workers compensation insurance payment and not full salary and, therefore, will not have a deduction made from his/her accumulated disability/sick leave.

Section 5. Personal Leave:

A. **Use:** Twenty-four personal leave hours shall be credited to each teacher at the beginning of each school year. A teacher shall be granted personal leave if the following conditions are met:

1. A teacher planning to use a personal hour(s) shall notify his/her principal in writing at least 24 hours in advance, except in case of emergency;
2. At no time shall more than 2 teachers per K-4 Elementary building and 5 teachers from the grades 5-12 be absent for personal leave at a single time.

B. Miscellaneous: Personal leave hours may not be accumulated. These hours shall not be deducted from disability/sick leave or salary. Personal leave must be taken in a minimum of 1-hour increments.

C. Reimbursement: Teachers shall receive 1/2 hour of pay for each 1 hour of unused personal leave not to exceed 1 personal day. Any part-time teacher will be compensated on a pro-rated basis. Hourly salary is calculated by dividing a teacher's basic salary by the product of his/her individual teaching contract days per school year and 8 hours.

Section 6. Family and Medical Leave: Family/Medical leave shall be granted according to applicable federal law.

Section 7. Emergency Leave:

A. Use: Up to 10 days of leave may be used each year for emergency purposes. Emergencies include illness in the immediate family (minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) Pursuant to MN State Statute 181.9413; death in the immediate family; or death of a relative or friend. In addition, emergency leave can also be used by a teacher to deal with unforeseen or unexpected emergencies. The first 8 hours of a non-medical emergency leave, excluding death in the immediate family or death of a relative or friend, will be deducted from personal leave hours. If the teacher has no remaining personal leave, it will be classified as emergency leave. The School District reserves the right to request written, professional verification before pay is made.

B. Deduction: This leave shall be deducted from accumulated disability/sick leave.

C. Additional Days: Additional days may be granted at the discretion of the Superintendent. These days shall be deducted from accumulated disability/sick leave. The teacher shall pay the substitute for the additional days.

Section 8. School Conference and Activities Leave:

A. Leave of 16 Hours: Pursuant to M.S. 181.9412, the School District must grant a teacher up to a total of 16 hours during the 12-month period, July 1 to June 30, to attend school conferences or school related activities related to the teacher's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the teacher must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the School District.

B. No Pay Required; Substitute of Paid Leave: Nothing in this section requires that the leave be paid; except that, a teacher may substitute any personal leave or unpaid leave for any part of the leave under this section.

Section 9. Extended Leave of Absence: An extended leave of absence may be granted to a teacher after 7 years of teaching in the School District for a duration of 1 to 5 years. During the leave no salary increases will be granted. The teacher shall notify the School Board in writing of his/her intent to return before February 1st in the school year preceding the school year in which the teacher wishes to return. If, after 5 years, notification is not received, the position shall be considered abandoned and open for permanent replacement.

Section 10. Sabbatical Leave:

A. Eligibility: To be eligible for a sabbatical leave, a teacher must have taught for at least 5 full years in the School District. The School Board may waive that requirement upon recommendation of the Superintendent.

B. Length and Purpose: A sabbatical leave of absence for up to 1 year may be granted for the purpose of professional improvement by formal study. Study shall be in the area of major concentration. Any new areas or minor field of study must be approved in writing by the School District.

C. Application: Written application for sabbatical leave for the next school year must be submitted to the Superintendent no later than February 1. A proposed program of study is to be submitted to the Superintendent and the School Board for approval. The applicant must agree in writing to submit a report to the Superintendent and School Board upon return to duty in the School District.

D. Benefits: Teachers on sabbatical leave are eligible to participate in the School District's health and hospitalization insurance plan at their own expense. Disability/sick leave will not accrue. Any tax-sheltered annuity program may be continued at the teacher's expense in accordance with state and federal law.

E. Number of Teachers: The number of teachers on sabbatical leave shall be limited to 2 at any time. If the number of requests exceeds the limitation, priority shall be given on the basis of length of teaching service, contributions to the School District, and the equitable distribution of leaves among the various departments of the School District. Teachers on sabbatical leave may not apply again until 5 contracted years of teaching service have elapsed. Initial applicants will receive priority consideration over second time applicants.

F. Reinstatement: Upon expiration of the sabbatical leave, the teacher shall have the privilege of returning to the position he/she occupied prior to the leave with no salary advancement occurring during the time of leave. If the position has been eliminated; the teacher will be placed into a comparable position based on licensure, qualifications, and seniority.

G. Compensation: Teachers on sabbatical leave who agree to return to the School District for 5 years shall receive 60% of their salary while on sabbatical leave; those who agree to return for 3 years shall receive 40% of their salary while on sabbatical leave; and those who agree to return for 1 year shall receive 25% of their salary while on sabbatical leave, to be paid monthly. The salary is based on the salary the teacher would have received if the teacher was employed in the School District full-time during the sabbatical leave year and shall not include any extra-curricular assignments. Part-time teachers shall be pro-rated.

H. Criteria: A teacher who is granted a sabbatical leave must pledge himself/herself to return to teach in the School District for the duration of time agreed upon in the sabbatical leave contract. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach, as determined by a physician, before the expiration date of the contract, he/she shall pay back to the District a pro-rated part of the sabbatical allowance in proportion to the uncompleted school term remaining at the date of termination of the teacher's employment. The teacher will sign a demand note payable to the School District for the salary received during his/her sabbatical leave Agreement at an interest rate permissible on the unpaid balance of the principal. The note will be cancelled upon satisfactory completion of employment for the time period specified in the leave agreement.

Section 11. Child Care/Adoption Leave:

A. Use: The School Board shall grant the teacher up to 12 months of child care/adoption leave. This leave may be granted to 1 parent of an infant child, providing such parent intends to care for the child on a full-time basis. A teacher who adopts a child shall receive, upon written request, a leave of absence with pay of not more than 3 days, which shall be deducted from his/her accumulated sick leave.

B. Reinstatement: Following childbirth and upon signifying his/her intent to return within the 12-month leave of absence period, such teacher shall be reinstated to his/her original job or to a position of like status and pay provided these positions have not been abolished. The School District may require that the teacher produce medical certification that he/she is fit for work before returning him/her to the job.

C. Seniority Rights: Seniority rights shall accrue. In all cases, when the teacher returns, his/her seniority date will be the date of his/her original employment with the School District.

D. Notification of Leave: The teacher who wishes a child care/adoption leave shall submit notification in writing to the Superintendent at least 3 calendar months before commencement of the intended leave. The School Board shall notify the teacher in writing of its action.

E. Insurance Payment: A teacher on child care/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay in advance monthly the entire premium for such programs he/she wishes to retain, commencing with the beginning of the child care/adoption leave. The right to continue participation in such group insurance programs, however, will continue for 18 months after termination of employment, with the premium paid in advance monthly by the teacher to the Payroll Coordinator before the first of the month.

F. Compensation: Any child care/adoption leave of absence granted under this section shall be leave without pay except as provided in A. above.

G. Requirement: Upon receipt of a written doctor's statement, a teacher shall be granted sick leave.

Section 12. Professional Leave: The Superintendent may grant a teacher(s) professional leave for the purpose of attending professional meetings, workshops, school visitations, or seminars. The Superintendent may require attendance at various professional meetings also. Reimbursements for professional leave will be according to the School Board's policy.

Section 13. Exclusive Representative Leave: At the beginning of each school year, the exclusive representative shall be credited with 3 days, non-accumulative, for its own purposes with no more than 2 members per building gone at 1 time. The exclusive representative agrees to pay for substitute teacher(s). The Superintendent must be notified in writing at least 3 days prior to the use of this leave.

Section 14. Negotiations Leave: The exclusive representative shall receive those days necessary for purposes of negotiations, mediation, and arbitration at full compensation. The exclusive representative will pay for the substitute teachers. This section does not apply to grievance arbitration.

Section 15. Jury Service: A teacher called for jury service shall notify his/her supervising principal in advance of such duty. A teacher who serve on jury duty or is served a School District-related subpoena shall be granted the day(s) necessary as stipulated by the court to

discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District except teachers shall retain compensation for meals and mileage.

Section 16. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 17. Medical Leave:

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

B. **Request:** A written request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal responsibilities.

C. **Insurance Programs:** A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the Payroll Coordinator the monthly premium by the first of the month. Failure to do so will terminate coverage.

D. **Experience Credit:** A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued up to the time that a teacher was on unpaid leave. No additional experience will be earned during a period of unpaid leave.

E. **Eligibility:** Full leave benefits provided in this section shall apply only to full-time teachers and are pro-rated for part-time teachers.

Section 18. Unpaid Leave: With written approval of the Superintendent, a teacher may be granted an unpaid leave.

Section 19. Forms: All forms necessary for using this article shall be made available upon request.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. Whenever possible, the teachers will

be expected to be present in the building at least 50 minutes before the student day begins and at least 10 minutes after the student day ends.

Section 3. Student Learning Day: Annually by August 15th the school board will establish what determines the actual 8-hour day and communicate that day to all employees across the school district.

Section 4: Travel Time: Twenty-Five (25) minutes travel time will be allowed from MMN building or A/M building to the LQPV High School Building. Thirty-Five (35) minutes travel time will be allowed from MMN building to A/M building or A/M building to MMN building.

Section 5. Additional Activities: In addition to the teacher's basic day, teachers may be required to participate in School District activities beyond the teacher's basic day. The normal duties for teachers include a share of extra-curricular, co-curricular, and supervisory activities.

Section 6. Secondary Teacher Workload:

A. Student Contact Periods: A secondary teacher who has 5 student contact periods per day will be considered a full-time teacher. From time to time the administration may find it necessary to request a secondary teacher to mutually agree to teach a 6th class in a semester. If the teacher agrees, the teacher will be compensated at the additional amount of \$3,000 per semester for that class.

B. 2023-2025: Assigned Number of Students: Excluding band and choir groups, for each assigned student in excess of 150 students per day, the teacher will be compensated according to the following formula: Basic individual teaching contract salary/184 days/150 students x accumulated number of extra student days. The teacher shall calculate the total extra student days and submit them to the building principal within 2 weeks of the end of the semester. The building principal will validate the total and submit it to the payroll clerk. Payment for the extra students will be made in the month following the end of the semester for the number of accumulated extra student hours.

A teacher who teaches a **college credit course** will receive compensation equivalent to 1 student overload for every student taking the course for college credit and will be compensated according to the following formula:

2023-2025: Basic individual teaching contract salary divided by 184 days times number of extra student days times 75%.

Section 7. Elementary Teacher Workload:

A. Lunch Period: Elementary teachers will have a duty free 1/2-hour lunch period.

B. Preparation Time: Elementary teachers will have a total of 1 hour of preparation time per day which may be interspersed throughout the teaching day.

C. Assigned Number of Students: Excluding band and choir groups, for each assigned student in excess of 27 students per instructional hour, the teacher will be compensated according to the following formula: **2023-2024:** Basic individual teaching contract salary / 184 contract days / 6 hours per day / 27 students times extra student hours. **2024-2025:** Basic individual teaching contract salary/184 contract days/6 hours per day/27 students time extra student hours. The teacher shall calculate the total extra student hours and submit them to the building principal within 2 weeks of the end of the semester. The building principal will validate the total and submit it to the payroll office. Payment for the extra student hours will be made in the month following the end of the semester. Elementary specialists may be assigned more than 1 classroom section of students if the total number of students does not exceed 30 students. If sections are to be combined, they will be balanced to the extent practical. If a specialist has the extra student(s) for partial periods, the specialist will receive an amount that will be pro-rated to the amount of time that specialist had the extra student(s)

ARTICLE XII

CALENDAR YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to April 1st of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform service 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, has determined to conduct school.

Section 2. Modifications in Calendar:

A. 2023-2025: In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar. Teachers shall not be required to be in attendance during emergency closing of the School District. Under no circumstance, shall the total number of days exceed **184 (a minimum of 174 student days)** in **2023-2025**. The first day of emergency closing will not be made up. Make up of additional emergency closings will be at the discretion of the School Board, according to the adopted or amended calendar. If school is cancelled before 8:00 A.M., the day will not be considered a contract day.

Section 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week, the School District shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XIII

UNREQUESTED LEAVE OF ABSENCE (ULA)

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which shall constitute a plan for ULA because of discontinuance of position, lack of pupils, or financial limitations, or merger of classes caused by the consolidation of school districts.

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

A. Teacher: “Teacher” shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1 or M.S. 122A.41, Subd.1(a).

B. Qualified: “Qualified” shall mean a teacher who, in addition to the state license has a major in the subject matter or field taught and has successfully had teaching experience in such subject matter or field within the past (5) years.

C. Seniority: “Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

Section 3. Unrequested Leave

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

B. A teacher who has acquired continuing contract right must not be placed on unrequested leave of absence (ULA) while Tier1-licensed, Tier 2-licensed or probationary teacher are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of

absence in inverse order of seniority, as calculated by initial date of service as a licensed teacher.

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

D. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Reinstatement:

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

B. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

C. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist.

Section 5. Preparation and Posting of seniority and licensure lists: By October 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their first date of continuous service in the district licensure area(s) and the expiration date(s) of their licensure area(s). The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

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

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

Section 6. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 7. Tie Breakers: All teachers holding positions in District 2853 shall be subjected to the provisions of M.S. 122A.40. Subd. 11. The following tie breakers shall apply in the following rank order: In the case of equal seniority, the following tie-breakers shall apply in the following rank order:

- A.** The teacher with the greatest number of years of teaching experience in Minnesota.
- B.** The teachers with the greatest total graduate credits beyond a MA degree on file in the Superintendent's Office.
- C.** The teacher with the greatest total number of credits beyond BA/BS on file in the Superintendent's Office.
- D.** If a tie still exists, the School Board will select the teacher.

Section 8. Dropping Areas of Licensure: If a teacher drops a license, he/she will not be allowed to "bump" into a teaching area in which he/she has not taught in the School District.

ARTICLE XIV

SEVERANCE AND RETIREMENT

Section 1. Severance Benefits:

A. Eligibility: Severance benefits will be paid to any teacher who leaves the School District after having taught in the School District at least 15 years. If a qualifying teacher is placed on

ULA, severance will be paid after the 5th year or after the teacher submits a resignation. Severance will be denied if the teacher is released for just cause. A teacher shall be eligible for severance pay from the School District only once.

B. Severance Benefits: Severance benefits will be calculated to equal 25% of the teacher's unused disability/sick leave days times that teacher's daily rate of pay as calculated by dividing the teacher's annual basic pay by the number of his/her individual teaching contract days. **2023-2025: 184 days.**

C. Retirement Benefits: A teacher receiving severance benefits does not waive any rights or claims to additional sums under Section 2 below.

D. Severance Payments: will be made in 2 equal installments, 1 in January following the teacher's resignation from the School District and 1 in the next succeeding January. Severance payments will be submitted to a 403b account established by the teacher. If an active teacher were to pass away, any severance entitlements that he/she has earned will be paid to his/her beneficiaries as a death benefit.

Section 2. Retirement Benefits:

A. Eligibility: The School District shall provide a retirement benefit for a teacher who has taught in the School District at least 18 years and elects to retire any time after he/she reaches the age of 60 or qualifies for the "Rule of 90" (or "Rule of 85" if allowed by state law) as verified by the Minnesota Teachers' Retirement Association (TRA), whichever comes first. A teacher shall be eligible for this retirement benefit only once.

B. Amount: The retirement incentive will be equal to 59 days of pay. The teachers' daily rate of pay is calculated by dividing the teacher's annual basic pay by the number of his/her individual teaching contract days. **2023-2025: 184 days.** The combined maximum sum that the School District will contribute to the 403b and the retirement benefit will not exceed \$30,000. Prior to qualifying for the retirement benefit, a teacher may designate that all or some of the benefit be used to offset any additional insurance premium, and that part would not be paid out in cash.

C. Resignation: A qualifying teacher may offer to withdraw from active teaching service in return for the retirement benefit by submitting a written resignation to the School Board prior to June 30 of the school year at the end of which the teacher wishes to retire. The teacher's letter of resignation shall be accepted at the next regular School Board meeting.

D. Severance Benefits: The retirement payment will be made in 2 equal installments, in January following the teacher's retirement and 1 in the next succeeding January.

E. **Estate:** If the teacher has submitted his/her resignation to retire, has completed his/her last day of service, and has not received his/her full retirement benefit because he/she dies before the two installments are paid, then the remainder of the payment should be paid to the teacher's estate.

Section 3. Health Insurance Benefits:

A. **Medicare Qualifications:** Upon qualifying for Medicare, the teacher may remain in the group but must make all premium payments monthly in advance to the payroll office.

Section 4. Retiree Benefit Expiration: Retired teachers may remain in the School District's insurance group at their own expense and must make all monthly premium payments when due.

Section 5. 403b School District Match:

A. The School District will match a teacher's contribution to a 403b plan for **2023-2024** according to the following schedule:

Years 1-5	\$ 575.00
Years 6-10	\$ 775.00
Years 11-15	\$1,025.00
Years 16-20	\$1,350.00
Years 21+	\$1,850.00

B. The School District will match a teacher's contribution to a 403b plan for **2024-2025** according to the following schedule.

Years 1-5	\$ 675.00
Years 6-10	\$ 875.00
Years 11-15	\$1,125.00
Years 16-20	\$1,450.00
Years 21+	\$1,950.00

C. **Deduction:** Any School District contribution to the teacher's 403b plan will be deducted from the teacher's retirement benefit payment.

D. **Credit:** For placement on the 403b credit scale, teachers will be given 1 year of credit for each year they have been employed as teachers in the School District and 1/2 year of credit for each year they were employed as teachers in another school district.

ARTICLE XV
INTERDISTRICT COOPERATION

In the event that the School District enters into an arrangement to pair or to share teachers, teachers will be assigned first on a volunteer basis. If no teacher volunteers, the least senior qualified teacher will be assigned. No teacher will be deprived of preparation time. Mileage will be paid at the IRS standard rate. The teacher shall be paid in full by the School District.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation in writing by a teacher or the exclusive representative resulting in a dispute or disagreement between the teacher or the exclusive representative and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representation: The teacher, exclusive representative, administrator(s), 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 3. Definitions and Interpretations:

A. **Extension:** Time limits specified in the Agreement may be extended by mutual agreement.

B. **Days:** Reference to "days" regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

C. **Computation of Time:** In computing any period of time prescribed or allowed by procedures in his article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

D. **Filing and Postmark:** The filing or service of any notice or document required by this agreement shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the supervising principal, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal the grievance from 1 level to another within the time periods provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the

teacher and the supervising principal.

Section 5. Adjustment of Grievance: The School District and the teacher or exclusive representative shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

A. **Level I:** If the grievance is not resolved through informal discussions, the supervising principal shall give a written decision on the grievance to the parties involved within 5 days after receipt of the written grievance.

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

C. **Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 10 days after receipt of the appeal. Within 5 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the teacher or the exclusive representative and the School Board are unable to resolve any grievance; the grievance may be submitted to arbitration as defined below:

A. **Request**: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or the exclusive representative, and such request must be filed in the office of the Superintendent within 5 days following the decision in Level III above.

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

C. **Selection of Arbitrator**: Within 10 days of the service of written notice of intent to arbitrate, the School Board's designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Commissioner. The parties shall alternately strike names from a list of 5 names to be provided by the Commissioner until only 1 name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If 1 party refuses to strike names from the list provided by the Commissioner, the other party may serve written notice of this fact upon the Commissioner, with a copy to the offending party. Unless the parties have otherwise selected or agreed upon an arbitrator within 3 days of service of notice of refusal or failure to strike names, the Commissioner shall designate 1 name from the list previously provided to the parties, and the person so designated shall have full power to act as the arbitrator of the grievance.

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

E. **Decisions**: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

F. **Expenses**: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of

the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

G. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory right and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVII

PUBLICATION OF THE AGREEMENT

Copies of this Agreement shall be printed at the expense of the School District within 30 days after the Agreement is signed upon request and will be available on the staff tab on the district's website. Teachers considered for employment will receive a copy upon request. The School

District shall furnish to the exclusive representative 5 copies of the Master Agreement for its use and distribution.

ARTICLE XVIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon its full ratification through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of the Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning term and conditions of employment inconsistent with these provisions.

Section 3. Finality: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and, if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision.

ARTICLE XIX

EARLY CHILDHOOD FAMILY EDUCATION (ECFE) TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. 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. Therefore, ECFE teachers do not have continuing contract rights nor seniority rights. Their employment will be solely under the conditions of this article.

Section 2. Conditions of Employment:

A. Class Hours: For each class 1 hour or more in length, ECFE teachers will be paid for the scheduled length for the class plus 15 minutes of contact time before class and 15 minutes of contact time after class (30 minutes), plus for 30 minutes of preparation time (example: for a class scheduled to run from 4:30-6 p.m., the ECFE teacher will be paid for 2.5 hours).

B. In-service: In-service time is to be used by ECFE teachers to attend classes, meetings, etc. that will benefit the ECFE programs and the teachers. Each ECFE teacher will earn 1 hour of in-service credit for each regularly scheduled class that meets 2 to 5 times and 2 hours of in-service credit for each regularly scheduled class that meets 6 to 10 times. To use in-service credit, an ECFE teacher needs written coordinator approval prior to the activity.

C. Integrated Planning: Fifteen minutes per class per week is budgeted for integrated planning (integrated planning time is time for the ECFE teacher and the parent educator to plan together and coordinate lesson plans). Copies of the lesson plans must be turned in to the coordinator.

D. Setup and Workshop: ECFE teachers will be paid for attending workshop and staff meetings as requested and approved in writing by the coordinator. Each ECFE teacher will be compensated for 1 hour of setup time at the beginning of each set of classes (example: 1 hour for “Fall I 4:30-6:00 classes” and 1 hour for “Fall I 6:15-7:45 classes”). ECFE teachers will be paid for 8 hours at the beginning of the school year for room setup, ordering supplies, etc.

E. Home Visits: ECFE teachers will be paid for up to 2 hours for each home visit plus mileage. The 2-hour limitation includes preparation, scheduling, contact time with the parent and child, etc.

F. Recruiting of Families for Class Sessions: To be paid for time spent recruiting, ECFE teachers must have written pre-approval from the coordinator and are limited to a maximum of 3 hours for each season of class sessions.

G. Inventory and End of Year: ECFE teachers will be paid their hourly wage for actual hours worked to carry out these tasks, which must be scheduled in writing by the coordinator.

Section 3. Compensation: The School District Community Education Director will survey area school districts and set the salary schedule for each two-year master agreement term. ECFE teachers must be certified in the proper ECFE or “Parent Educator” area to receive the salaries stated below.

<u>STEPS</u>	<u>2023-2024 SCHOOL YEAR</u>	<u>2024-2025 SCHOOL YEAR</u>
Step 1	\$26.85	\$27.35
Step 2	\$27.35	\$27.85
Step 3	\$27.85	\$28.35
Step 4	\$28.35	\$28.85
Step 5	\$28.85	\$29.35
Step 6	\$29.35	\$29.85
Step 7	\$29.85	\$30.35

Section 4. Seniority: All teachers holding positions in the ECFE program shall be included on a separate ECFE seniority list after completing the probationary period. ECFE teachers shall serve a probationary period of 3 years from their 1st day of actual service. After completion of this period, they may be discharged only for just cause. After completion of the probationary period, ECFE teachers shall accrue seniority dated back to their 1st day of continuous service. Placement on unrequested leave of absence shall be based upon seniority. Reinstatement of ECFE teachers shall be in the inverse order of placement on unrequested leave of absence.

ARTICLE XX

ADULT BASIC EDUCATION (ABE) TEACHERS

(At the current time all ABE teachers are employed by an outside agency; therefore, no need exists for their inclusion in the Master Agreement)

Section 1. Statutory Considerations: Effective in the 2005-06 school year, all ABE teachers, regardless of number of hours or days they work in a week, are considered public employees under the P.E.L.R.A. As a result, ABE teachers are eligible for representation by the exclusive representative. Their employment will be solely under the conditions of this article.

Section 2. Future Considerations: In the event ABE teachers are employed through Lac qui Parle Valley Community Education, language specific to their duties and responsibilities will be developed as agreed upon with the exclusive representative.

ARTICLE XXI

QUALITY-BASED COMPENSATION

Section 1. Background: Minnesota Statute provides Quality Compensation Aid originated in 2006-2007 School Year. Education Minnesota, Lac qui Parle, and the Lac qui Parle Valley School District have jointly prepared and submitted application for Quality Compensation Aid.

When annual updates are approved by the Minnesota Department of Education, both parties agree to implement the Quality Compensation System based on the following:

Section 2. Purpose: The purpose of this Article is to provide framework to a workable, sustainable compensation system for teachers that rewards effective classroom performance and contribution to improving student performance at each site in Lac qui Parle Valley School District 2853. All positions, definitions, criteria, processes and expectations presented in the MDE approved application apply to the implementation of the Quality Compensation system.

Section 3. Salary Schedule: Step advancements on the salary schedule will be based on performance and are titled "Performance Increments." To receive a performance increment, a teacher must have earned a "Performance Award" in the previous year. "Career Increments" will not be affected by the "Quality Compensation system." Credit lanes are titled "Education Increments" and will be earned in approved 15-credit increments. All compensation based on "Quality Compensation components" is considered an annual award; therefore, it is not permanent and is not considered part of a teacher's base salary.

Section 4. Quality-Based Compensation Opportunities: Every teacher will have an opportunity to earn up to \$1600 more than the 2006-2007 salary schedule amount and in subsequent contract years the Quality-Based Compensation may be pro-rated to not exceed the District's Quality-Compensation aid and levy revenue total.

A. Performance Awards: Performance awards of \$225 will be granted in 2006-2007 and in subsequent contract years the Quality-Based Compensation may be pro-rated to not exceed the District's Quality-Compensation aid and levy revenue total, to teachers based on successful evaluations that focus on the following criteria:

1. Development and pursuit of individual professional growth plans;
2. Peer evaluations (a peer team includes a "Lead Teacher" and 1 other professional learning community (PLC) member):
 - > minimum of 2 peer evaluations per year (prefer 1 each semester),
 - > focused on individual professional enhancement goals,
 - > pre-observation, observation and post-observation guidelines;
3. Administrative evaluations conducted annually according to School District policy.

Approval of compensation for this component will be determined by the building principal and the "Lead Teacher." Compensation for this component will be made in the June payroll.

B. Site-Achievement Awards: Site-achievement awards of \$225 will be granted in 2006-2007 and in subsequent contract years the Quality-Based Compensation may be pro-rated to not exceed the District's Quality-Compensation aid and levy revenue total, to all site teachers

based on acceptable progress toward site-achievement goals as determined by MCA test data and achievement gains of the teacher's assigned students:

1. site-performance goals will be developed annually by the building principal and the building teachers;
2. site-performance goals must be linked to the site-improvement plan;
3. site-performance goals must be linked to School District goals.

Compensation for this component will be made in the fall of the following school year after MCA test data have been received and reviewed by the site teams.

C. PLC Awards: PLC awards of \$1150 will be granted in 2006-2007 and in subsequent contract years the Quality-Based Compensation may be pro-rated to not exceed the District's Quality-Compensation aid and levy revenue total, to teachers based on successful participation in PLC collaborative activities and acceptable progress toward personal growth plan goals:

1. participate in bi-weekly PLC meetings;
2. collaborate with the "Lead Teacher" and PLC members on instructional enhancement activities (*minimum of 10 hours of group participation excluding preparation time*) such as: peer review, lesson study, focus group, action research, case study
3. development and pursuit of individual professional enhancement goals;
4. research and implementation of best practices instructional strategies. Compensation for this component may be pro-rated based on the teacher's participation and commitment to the process. Acceptable participation and level of successful completion of required activities will be determined by the "Lead Teacher." At any time during the year, if concerns arise about a teacher's participation and commitment to the process, the "Lead Teacher" will consult with the building principal. In this case, final determination of performance-based compensation will be made jointly by the building principal and the "Lead Teacher." Compensation for this component will be paid in the June payroll.

Section 5. Career Ladder Opportunities: Commencing 2006-2007 contract year teachers will have opportunities to earn additional compensation by assuming leadership positions that are designed to help improve instruction and learning in the School District:

"Mentor Teacher"	\$300 - \$500	per year
"Curriculum Leader"	\$300	per year
"Lead Teacher"	\$1600	per site (A/M, MMN, MS (5-6), HS (7-12))

In subsequent contract years the Quality-Based Compensation may be pro-rated to not exceed the District's Quality-Compensation aid and levy revenue total.

Section 6. Limitations: Any "Quality Compensation funds" not expended in the current fiscal year will be carried into the next year to be used for "Quality Compensation expenditures" only. If adequate "Quality Compensation funds" are not available due to declining enrollment, because the School Board chooses to not levy for "Quality Compensation," a shift in the aid / levy formula or other factors, all "Quality Compensation" will be pro-rated. Compensation provided outside the salary schedule (extra-curricular, hourly pay, etc.) are not affected by the "Quality Compensation system." If future participation in "Quality Compensation" is terminated by the exclusive representative, the School Board, the Minnesota Department of Education, or the legislature, the previous salary schedule structure will be reinstated with current salary values.

Section 7. Future Considerations: Further development and refinement of the "Quality Compensation system" and further restructuring of the salary schedule may be considered through the negotiations process between the exclusive representative, and the School District. The "Staff Development Committee" (teachers, administrators, School Board) will provide recommendations and direction to the negotiations process regarding any need for future changes to the "Quality Compensation system."

ARTICLE XXII

RETIREEES RETURNING TO WORK AS REGULAR TEACHERS

A teacher who has retired from the School District and returns to work in the School District will be issued an individual teaching contract that specifies the following terms and conditions of re-employment that differ from those specified in the Master Agreement:


1. He/she understands his/her statutory continuing contract rights and willingly agrees to waive those rights and seniority rights
2. He/she has agreed to placement on the salary schedule as mutually agreed between the retiree and Superintendent of Schools.
3. He/she will receive health insurance as per Article VIII, Section 2. If not full time, benefit will be pro-rated or benefit may be eliminated if retiree is eligible for Medicare.
4. He/she will not be eligible to receive severance benefits more than once as specified in the Master Agreement;
5. He/she is not eligible for the 403b match;
6. He/she will be eligible for pro-rated leave as specified in the Master Agreement;
7. He/she has the right to join the local and state organization that represents the local teachers;
8. He/she absolves the School District from any action that may result in relationship to the terms and benefits agreed upon.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS
FOLLOWS:


FOR: BOARD OF EDUCATION



School Board Chair



School Board Clerk



Chief School Board Negotiator

Date March, 2024

FOR: THE EXCLUSIVE REPRESENTATIVE:



President



Secretary



Chief Teacher Negotiator

Date March, 2024

SINGLE STEP COMPENSATION

*All new hire's credits above the BA lane will be honored for minimum lane placement.
The credit references at the top of each lane is Quarter Credits. One semester credit is equal to 1.5 quarter credit*

SCHEDULE A – 2023-2024 SALARY SCHEDULE

BA	BA+15	BA+30	BA+45	BA+60/MA	BA+75 MA+15	BA+90 MA+30	MA+45	MA+60
\$43,500	\$45,200	\$47,200	\$49,200	\$51,200	\$53,200	\$55,200	\$57,200	\$59,200

SCHEDULE B - 2024-2025 SALARY SCHEDULE

BA	BA+15	BA+30	BA+45	BA+60/MA	BA+75 MA+15	BA+90 MA+30	MA+45	MA+60
\$45,000	\$46,700	\$48,700	\$50,700	\$52,700	\$54,700	\$56,700	\$58,700	\$60,700

SCHEDULE C

BA	BA+15	BA+30	BA+45	BA+60/MA	BA+75 MA+15	BA+90 MA+30	MA+45	MA+60
20%	20%	60%	100%	100%	100%	100%	100%	100%

In order for a teacher to receive a career increment, the following procedures must prevail:

Career A - \$400. Each teacher who has received compensation for the full year will automatically, after their 15th credited year of service with the District, qualify for the pro-rated amount up to a maximum of \$400.

Career B - \$600. This provision may be earned consecutively and/or concurrently and pro-rated to "Career A" in any lane and must be accomplished in the following manner:

1. * 6 quarter hours of credits in the personnel file;
 * 1 hour - approved college credits at the graduate level
 (2 undergraduate credits shall equal 1 graduate credit);
 enrollment record of course completion must have been within the last 10 years; **OR**
2. 10 hours of workshop or 10 hours of in-service are equivalent to 1-hour credit and must be germane to the teaching assignment;

- A. Must have been earned within the last 10 years, and
- B. Must be pre-approved in writing by the Superintendent, and
- C. Evidence must be completed and in teacher's personnel file no later than Oct. 15 thereafter. Any teacher requesting such increment must have all information pre-approved in writing by the Superintendent who, if in doubt, will utilize committee input of the teacher request. The committee will consist of:
 - * 1 administrator,
 - * 1 negotiator – exclusive representative (2023-2025),
 - * 1 School Board member - (2023-2025),
 - * 1 member appointed by the president of the exclusive representative.

Career C - \$1500. In order to qualify for this compensation, the teacher must have completed his/her 20th consecutive year of teaching service to the School District, be on or above the “BA + 45 lane,” and have completed 8 pre-approved credits within the last 10 years. Effective July 1, 2023, the Career Increment language will sunset - (the intention is those who have already achieved Career C stipend of \$1,500 will be held harmless but language shown as Career C stipend of \$1,500 will sunset and no longer be available to anyone not having received it by June 30, 2023).

SCHEDULE D

EXTRA-CURRICULAR SCHEDULE

Years	2023-2024	2024-2025
1	\$42,875	\$42,875
2	\$43,875	\$43,875
3	\$44,875	\$44,875
4	\$45,875	\$45,875
5	\$46,875	\$46,875
6	\$47,875	\$47,875
7	\$48,875	\$48,875
8	\$49,875	\$49,875
9	\$50,875	\$50,875
10	\$51,875	\$51,875
11	\$52,875	\$52,875
12	\$53,875	\$53,875
13	\$54,875	\$54,875
14	\$55,875	\$55,875
15	\$56,875	\$56,875

	<u>HEAD</u>	<u>1st ASST</u>	<u>2nd ASST</u>	<u>ASST</u>	<u>JR HIGH</u>
Football	11.75%	9.25%	7.5%	-	5.5%
Basketball	11.75%	9.25%	7.5%	-	5.5%
Volleyball	11.75%	9.25%	7.5%	-	5.5%
Danceline	11.75%	9.25%			
Softball	11%	-	7.5%	-	4.5%
Baseball	11%	-	7.5%	-	4.5%
Track	10%	-	7.5%	-	4.5%
Cross Country	10%	-	7.5%	-	4.5%
Tennis	10%	-	7.5%	-	4.5%
Golf	10%	-	-	-	4.5%

Robotics	Head - 7.5%	Asst – 3.5%
Yearbook Advisor	7.5%	-
Fall Play Director	5.5%	-
Speech	5.5%	-
Vocal Music Coordinator	5.5%	-
Instrumental Music Coord.	5.5%	-
School Musical	Head - 5.5%	Asst – 3.5%
Knowledge Bowl	5.5%	
Student Council	Senior High - 5.5%	Junior High – 3.5%
One Act Play	5.5%	-
Jazz Band	3.5%	-
Swing Choir	3.5%	-
FFA Advisors (3) 2023-2024	3.5%	-
FFA Advisor (1) 2024-2025	7.5%	Note: Divided by number of Ag Teachers
FCCLA Advisor	3.5%	-
YES Team	3.5%	-
Middle School Play	2%	-
Concessions	2%	-
National Honor Society	3.5%	-
Prom Advisors (2)	Prom (2 people) – 1%	Banquet (1 person) – 1%
Club Advisor	1%	-
Elem. Music Programs	1%	-
Elem. Yearbook	A/M – \$300	MMN - \$300

INTENTIONALLY LEFT BLANK



CAREER INCREMENT REQUEST

TO: SUPERINTENDENT _____

According to SCHEDULE C, I am requesting approval according to (specify which language you are utilizing): _____

For purposes of salary application, the following format is my time frame:

Teacher's Signature _____

_____ Approved

_____ Not Approved

Why? _____

Superintendent's Signature

Date



CLASS PRE-APPROVAL REQUEST

To: Superintendent _____

From: _____

All credits in order to be considered for application on the salary schedule must be approved by the Superintendent in writing prior to taking the course. In order for any course to be considered for pre-approval for a lane change the course must be germane to the field of teaching or to the academic discipline the teacher is teaching, or must be mutually agreed upon as relevant to the file of teaching and must be provided by a higher institution of education requiring .edu. if online.

COURSE TITLE	COLLEGE	NUMBER	DATES	QUARTER CREDITS

A. Course objective of outcomes _____

B. Means of Assessment _____

C. How the course will include a reasonable amount of interaction with the instructor and other students _____

Teacher Signature

DATE

Approved

Not Approved

Superintendent's Signature

Date



EDUCATION MINNESOTA, LAC QUI PARLE
BENEFICIARY DESIGNATION

In the event of my death while still employed by the Lac qui Parle Valley School District #2853, I designate that any money that I have qualified for in the severance and early retirement article of the Master Agreement would go to the following beneficiaries:

Signature of Teacher

Date



EXTRA-STUDENT CREDIT PAYMENT REQUEST FORM
ELEMENTARY TEACHERS

Must be submitted to Principal within two (2) weeks of the end of the semester

Teacher _____

Salary _____
(include steps, lanes, and career increments)

Extra-student credit value _____

2023-2025: 184 days x 6 x 27 = \$29,808

Extra-student credits
(# of enrolled students minus
27 times # of days times
hours per day)

I have had

_____ students enrolled in my class for _____ days for _____ hrs per day _____

_____ students enrolled in my class for _____ days for _____ hrs per day _____

_____ students enrolled in my class for _____ days for _____ hrs per day _____

_____ students enrolled in my class for _____ days for _____ hrs per day _____

_____ students enrolled in my class for _____ days for _____ hrs per day _____

_____ students enrolled in my class for _____ days for _____ hrs per day _____

Total _____

Amount earned _____
(Extra-student credit value X total extra-student credits)

To the best of my knowledge, the information above is accurate and correct.

(Teacher's signature)

(Principal's signature)

(Date)



EXTRA-STUDENT OR COLLEGE COURSE CREDIT
PAYMENT REQUEST FORM SECONDARY TEACHER

Must be submitted to Principal within two (2) weeks of the end of the semester

Teacher _____

Salary _____
(include steps, lanes, and career increments)

Extra student credit value _____

(Teaching salary divided by \$27,600)

I have had

Extra student credits
(# of enrolled students minus
150 times # of days)

_____ students enrolled in my classes for _____ days _____

_____ students enrolled in my classes for _____ days _____

_____ students enrolled in my classes for _____ days _____

_____ students enrolled in my classes for _____ days _____

_____ students enrolled in my classes for _____ days _____

_____ students enrolled in my classes for _____ days _____

Total _____

Amount earned _____
(Extra-student credit value X total extra-student credits)

To the best of my knowledge, the information above is accurate and correct.

(Teacher's signature)

(Principal's signature)

(Date)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 2853, Madison Minnesota, (District) and Education Minnesota, Lac qui Parle (Union), collectively referred to as “the Parties;” and

WHEREAS, Education Minnesota and the District are parties to a Collective Bargaining Agreement covering the member's terms and conditions of employment effective July 1, 2021, through June 30, 2023; and

WHEREAS, the Parties recognize Earned Sick and Safe Time Act (“ESST”) as defined in Minnesota Statutes, sections 181.9446-181.9448 is effective January 1, 2024; and

WHEREAS, the Parties also recognize additional significant legislative changes impacting employee Leaves of Absence are scheduled to become effective January 1, 2026, and

WHEREAS, the Parties to said Collective Bargain Agreement recognize there currently is confusion and multiple interpretations of these statutory changes across the State of Minnesota, and

WHEREAS, the Parties to said Collective Bargain Agreement intend to create Master Agreement contract language that is compliant with Minnesota Statutes,

WHEREAS, in light of these legislative changes, the Parties wish to make relevant changes to the Collective Bargaining Agreement; and

WHEREAS, the Parties to said Collective Bargaining Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below; and

NOW THEREFORE, it is mutually agreed and understood as follows:


1. The Parties agree to appoint a Work Committee whose membership will work together between January 15, 2024 and June 15, 2024 to develop contract language that shall be lawful within the parameters of the ESST Statute (and as much as possible, the January 1, 2026 Statute) that may be implemented for the 2024-2025 school year.
2. The Parties agree the Work Committee shall be comprised of six members who shall be two members of the Union, two members of the School Board, the Human Relations Specialist and the Superintendent of Schools (or designee).
3. The Parties agree the focus of the Work Committee shall be on relevant sections of the contract addressing Disability/Sick Leave, Wellness Payments, Safe or Sick Leave and Emergency Leave.
4. The Parties agree that as part of the 2023-2025 Contract negotiations, the District will reserve for the 2024-25 school year an amount not to exceed \$34,000 to be added to the current Wellness expenditure projection of approximately \$9,400 that was agreed to as part of the 2023-2025 contract settlement.

This Memorandum of Understanding represents a full and complete agreement between the Parties hereto. Any provisions of the Agreement not modified by this Memorandum of Understanding remain in full force and effect. There are no covenants, promises, or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understand and fully agree to each, all, and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

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

For Education Minnesota, Lac qui Parle
this _____ day of March, 2024.



Education Minnesota, Lac qui Parle Rep.


For Independent School District No. 2853
this _____ day of March, 2024.



School Board Chair--Negotiator



Education Minnesota, Lac qui Parle Rep.



School Board Clerk--Negotiator



Education Minnesota, Lac qui Parle Rep.



School Board Negotiator