

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #727

AND

BIG LAKE EDUCATION MINNESOTA

JULY 1, 2023 TO JUNE 30, 2025

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ARTICLE I - PURPOSE

This agreement, entered into between Independent School District #727, Big Lake, Minnesota, hereinafter referred to as the School District, and Big Lake Education Minnesota Local #2250, hereinafter referred to as "B.L.E.M." exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition:

In accordance with the P.E.L.R.A., the Big Lake School District recognizes the B.L.E.M. 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 the provisions of this Agreement.

Section 2.2 Appropriate Unit:

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

ARTICLE III - DEFINITIONS

Section 3.1 Terms and Conditions of Employment:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of or contributions to premiums for group insurance coverage of retired teachers or severance pay and the employer's personnel policies affecting the working conditions of the teachers. In the case of the teachers, the term does not mean educational policies of a school district. "Terms and conditions of the employment" is subject to the provisions of the P.E.L.R.A.

Section 3.2 Definition of Teacher:

Teachers 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. It shall not include superintendent, assistant superintendents, 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 as excluded by law.

Subd. 1 - Full-time Teacher: "Full-time teacher" shall mean a teacher whose contract specifies performance of service during the entire basic day according to Article XIV, Section 14.1, and duty year according to Article XV, Section 15.1 herein.

Subd. 2 - Less-Than-Full-Time Teacher: "Less-than-full-time teacher" shall mean a teacher whose contract specifies performance of service for something less than the basic day according to Article XIV, Section 14.1 and duty year according to Article XV, Section 15.1 herein.

Section 3.3. Definition of District or School District:

For purposes of administering this Agreement, the word/term "District/School District" shall

mean the School Board or its designated representative(s).

Section 3.4 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 4.1 Inherent Managerial Rights:

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

Section 4.2 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 opportunity for the students of the School District.

Section 4.3 Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all teachers covered by this agreement shall be governed by applicable laws and by School Board rules, regulations, directives, and orders, issued by properly designated official of the School Board. 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 district insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. 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 4.4 Reservation of Managerial Rights:

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

Section 4.5 Teacher Suspension:

A teacher may be suspended without pay for just cause. Just cause is defined as proper or sufficient reasons for disciplinary measures imposed on a certified teacher by the School District. Such reasons for disciplinary action include, but are not limited to any conduct, action or inaction by, from, or indirectly connected with a teacher's work, which is inconsistent with his/her obligations to the school. Grievances contesting a suspension without pay shall start at Step Three of the grievance procedure.

ARTICLE V - TEACHER RIGHTS/RESPONSIBILITIES

Section 5.1 Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to same if 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, if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 5.2 Right to Join:

Pursuant to 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 5.3 Maintenance of Membership:

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

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

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing and forwarded to the School District Office within that week.

Section 5.4 Request for Financial Institution Deduction:

Upon written authorization from the individual teacher, the School District will deduct the requested amount from each paycheck and forward the money to the financial institution designated by said teacher.

Section 5.5 Personnel Files:

Pursuant to Minn. Stat. § 122A.40, Subd. 19, as amended, all evaluations and files relating to individual teacher shall be available during the regular School District business hours to teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file written information in response to any material therein. However, the School District may destroy such files as provided by law.

Section 5.6 Notification of Staff Openings:

The School District shall post all teaching staff openings on the School District web site and will notify all teachers of such openings by School District e-mail. Teachers seeking transfer must

apply on line by the closing date of the posting.

Section 5.7 Dropping a License:

All teachers are required to maintain a copy of their valid teaching license on file with the School District Office. A teacher may drop a certification on his or her license if they have not taught for the School District in the area of certification for the preceding five-year license period. Violation of this provision shall be deemed to be insubordination and grounds for termination of the teacher's individual contract under Minn. Stat. §122A.40.

Section 5.8 Resignation and Retirement Notice:

Except for an emergency, any teacher desiring to resign at a time not specifically authorized by Minn. Stat. Ch. 122A (April 1 in even numbered years and July 15 in odd numbered years) shall submit to the Human Resources Office a resignation and request for release from contract not less than forty-five (45) days prior to the date on which the release is to be effective. A release from contract will be granted at the discretion of the School District.

Section 5.9 Access to Membership Lists

Upon request, but no more than once per year, the School District shall provide in electronic form to the exclusive representative; the names, work telephone numbers, full-time equivalency (FTE) status, worksite location, and assignment of all bargaining unit members employed. Upon request but no more than once per quarter, the School District shall provide exclusive representative with a current bargaining unit list. Such request shall be filled within ten (10) business days.

Section 5.10 Access to Worksites

Representatives of the exclusive representative shall have reasonable access to worksites and school facilities to investigate teacher complaints, communicate with members, hold meetings, and conduct other business. Upon arrival, the exclusive representative will follow visitor check-in procedures. Such visits shall not interrupt normal work responsibilities. If a meeting is requested by the School District in which a member needs representation by the exclusive representative during student contact time, the School District will allow the exclusive representative access to the worksite.

**ARTICLE VI – EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE)
TEACHERS**

Section 6.1 Definition:

According to Minn. Stat. § 122A.26, a license that is required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of a teacher for the purposes of the continuing contract law.

Section 6.2 Duty Day/Duty Year:

Recognizing that ECFE teachers do not work a traditional duty day or duty year, the provisions of Article XIV, Hours of Service, and Article XV, Length of the School Year, do not apply to ECFE teachers.

Subd. 1 - Assignment: Hours and days of assignment shall be assigned by the School District.

Subd. 2 - Addition or Reduction in Hours: When additional hours are available, or when

hours need to be reduced, the Early Childhood Coordinator shall determine which of the staff is qualified for the available assignments and that decision is not subject to arbitration.

Section 6.3 Placement on Salary Schedule:

The salary for ECFE teachers will be prorated against the master salary schedule. Step advancement shall be granted to any ECFE teacher who teaches in the preceding school year (July 1 through June 30) the minimum number of hours as determined by the following formula:

$$\begin{aligned} &\text{Number of regular teacher contract days} \\ &\quad \text{Times 8 (eight)} \\ &\quad \text{Divided by 2 (two)} \end{aligned}$$

A teacher who works less hours per year, as determined by this formula, shall advance on a subsequent July 1 when paid service equals the minimum number of hours as determined by this formula since his/her last step advancement.

Section 6.4 Seniority:

Subd. 1 - Unrequested Leave: Article XII, Unrequested Leave and Seniority List, shall not apply to ECFE teachers. ECFE teachers shall not accrue seniority on the K-12 seniority list and may not bump a K-12 teacher. K-12 teachers shall not bump an ECFE teacher.

Subd. 2 - Seniority List: Separate seniority lists shall be maintained for the ECFE teachers. Seniority shall be defined as the effective date on which a teacher is hired as a regularly scheduled ECFE teacher. If there is a tie, it will go to the date the contract was received in the district office.

Subd. 3 - Reduction in Force: When it is necessary to reduce the number of ECFE teachers, layoff shall occur in inverse order of seniority. The School District may layoff an ECFE teacher out of seniority order to keep employed ECFE teachers who have the proper licensure to deliver programming as the School District shall determine.

Section 6.5. Sick Leave:

Each ECFE teacher shall earn one hour of sick leave for every 15 hours worked. Earned sick leave will be credited to each ECFE teacher at the end of each month.

Section 6.6 Personal Leave:

Each ECFE teacher will be eligible for personal leave pro-rated from the rate at which K-12 teachers accrue it. Leave will be calculated in hours and must be used in no less than half (1/2) hour increments.

Section 6.7 Bereavement Leave:

Each ECFE teacher will be eligible for bereavement leave pro-rated from the rate at which K-12 teachers accrue it. This leave will be granted, per occurrence, non-accumulative, as funeral leave per year for death in the immediate family. If the distance being traveled is greater than 500 miles one-way, an additional day (1) will be granted per occurrence.

Subd. 1 - Definition of Immediate Family: For purposes of this Agreement, immediate family shall include only: spouse, children, step children, sisters, brothers, parents, father-in-law, mother-in-law, brother/sister-in-law, grandparents, grandparents-in-law, and grandchildren.

Subd. 2 - Other Relatives: ECFE teachers will be granted up to two (2) days, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave for the death of an aunt, uncle, first cousin, niece, or nephew.

Special consideration by the Superintendent will also be given to any other person whose association with the employee was similar to any of the above relationships.

Section 6.8 Exclusions:

The following provisions of the Master Agreement do not apply to ECFE teachers:
Article: X. Leaves of Absence: Section 10.5 Long-Term Leave of Absence

ARTICLE VII - BASIC SCHEDULES AND RATES OF PAY

Section 7.1 2021-2022 and 2022-2023 Salary Schedules:

The wages and salaries reflected in Schedules A and B attached hereto, shall be part of the Agreement for the 2021-2022 and 2022-2023 school years.

Section 7.2 Status of Salary Schedule:

The salary schedules are not to be construed as 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.

Section 7.3 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. Notice will be given by last student contact day. An action withholding a salary increase shall be subject to the grievance procedure.

Section 7.4 Pay Deduction:

Whenever a pay deduction is made for unpaid leave, the annual salary divided by the number of teacher duty days shall be deducted for each day of unpaid leave.

Section 7.5 Placement on Salary Schedule:

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

Subd. 1 - Germane: Credits to be considered for application on any lane of the salary schedule must be appropriate in a major field of teaching licensure and/or germane to the teaching assignment as determined by the School District. Course credits in special education, reading or math instruction, and library/media science will be approved for all teachers covered under this agreement. Health and physical education courses for health or physical education licensed teachers will also be approved. The School District reserves the right to approve credits in educational administration as being germane on a case by case basis.

Subd. 2 - Grades and Credits: To apply on the salary schedule, all credits beyond the Bachelor's degree must be:

- a. Graduate credits earned from an institution of higher education accredited by the

- appropriate regional accrediting agency (i. e. Middle States, New England, North Central, Northwest, Southern and Western).
- b. Carry a grade equivalent of a “B” or better. (Under the satisfactory/unsatisfactory or pass/fail grading systems, satisfactory or pass will equal an “A” grade; the unsatisfactory or fail will receive no credit.).
 - c. Credits for placement on the salary schedule beyond the Master’s degree must be earned after the Master’s degree has been conferred.

Subd. 3 - Prior Approval: In order to be considered for application on the salary schedule, all credits must be pre-approved by the Superintendent or school district designee in writing on the “Request for Pre-Approval of College Credits” form.

Subd. 4 - Advanced Degree Program: A teacher shall be paid on the Master’s degree lane only if the degree program has been pre-approved in writing in advance of commencing the course work by the Superintendent or his/her designee as being germane to the teaching assignment. Written request for pre-approval should be made using the “Application for Approval of Advanced Degree Program” form.

Subd. 5 - Certification by the National Board of Professional Teaching Standards (NBPTS): Teachers who receive National Board of Professional Teaching Standards Certification (NBPTS), Licensed Independent Clinical Social Worker (LICSW), or Certificate of Clinical Competency in Speech-Language Pathology (CCC-SLP) may be eligible for placement on the National Board of Professional Teaching Standards lane and language regarding lane assignment within this subdivision shall be applicable to each certification in the same manner. If a teacher’s certification expires, they will be placed at the MA +30 lane or the appropriate step and lane, whichever is higher. The Human Resources Office may recognize other national or state certifications in this section after the Minnesota Board of Education approves them for continuing education clock hour exemptions.

Teachers who have earned an NBPTS certificate prior to January 1, 2010, may remain on the National Board Certification lane for as long as they have a valid NBPTS certificate. In the event the NBPTS certificate of a teacher who has earned an NBPTS certificate prior to January 1, 2010, expires, the teacher will be placed at the MA+30 lane or the appropriate step and lane, whichever is higher.

Teachers who achieve their NBPTS certification after January 1, 2010, will not be eligible for placement on the NBPTS lane, which shall sunset, but will be placed on the PhD/Ed.D lane when documentation of the certification is received in the Human Resources office. Any teacher who has already been accepted into the NBPTS certification program prior to February 1, 2014, will be grandfathered into the PhD/Ed.D lane once they achieve certification.

Teachers who are accepted into the NBPTS certification program or become a Licensed Independent Clinical Social Worker (LICSW), or gain a Certificate of Clinical Competency in Speech-Language Pathology (CCC-SLP) after January 31, 2014, shall receive an annual stipend of \$1,500 each school year their NBPTS, LICSW, OR CCC-SLP certification is in effect.

Subd. 6 - Timeline for Lane Changes:

To affect a lane change, the following appropriate forms must be completed and submitted to the Human Resources Department:

- a. For lane changes not requiring the earning of an advanced degree, either an official college transcript or the official grade report from the college will be acceptable. An

official college transcript with seal must be presented as evidence that an advanced degree has been earned.

- b. "Request for Pre-Approval of College Credits" form.
- c. "Salary Lane Change" form.
- d. For placement at the National Board Certification lane, the teacher must submit a "Salary Lane Change" form and documentation that the teacher was awarded National Board Certification. For school social workers, LICSW licensure shall be deemed to qualify them for placement on the National Board Certification Lane.

The lane change will be effective on the date all paperwork is received by the school district office, provided that the paperwork is received before May 1st and will be processed on the first possible payroll date following receipt of such forms, but no later than twenty (20) days (excluding Saturdays, Sundays, and holidays), following receipt. When paperwork for a lane change is received on or after May 1 but before the end of the school year, the lane change shall be effective at the start of the next school year. A teacher may not make more than four (4) lane changes per two-year contract and with the exception of moving to the National Board Certification lane or Masters Lane, the lane changes must be sequential (a teacher cannot skip a lane). A teacher at the BA30 lane may skip the BA45 lane and advance to the MA00 lane; however, this will be considered to be two lane changes.

Subd. 7 - Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the 2017-2018 and 2018-2019 school years.

Subd. 8 - Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher.

Subd. 9 - Actual Teaching Services: Definition of Actual Teaching Services for Career Increment: One year of teaching service will be granted to each teacher who works at least the equivalent to .5 FTE in any year (i.e., 183 day year = 1464 hours of qualifying time or 732 hours of FTE.)

ARTICLE VIII - EXTRA COMPENSATION

Section 8.1 Extra Curricular Schedule:

The wages and salaries reflected in Schedule C (Extra Curricular Schedule), attached hereto, shall be part of this Agreement. In the event a coach is promoted in the same sport (i.e. an assistant football coach is promoted to head football coach) the coach shall be placed on the Athletic Salary Schedule in his or her new appropriate Group and on the step on which the coach's new salary is closest to, but not less than, the coach's salary before the promotion.

Section 8.2 Preparation Period:

Any teacher giving up a preparation period to substitute for another teacher's class or study hall, by request or order of the administration, during the 2023-2024 and 2024-2025 school years shall be paid \$43.00 per high school/middle school class and \$32.00 per thirty minute class at the elementary school level. Any teacher taking a minimum of five (5) and no more than ten (10) students due to the lack of substitutes will be compensated at the rate of \$18.00 per high school/middle school class and \$16.00 per thirty minute class at the elementary school level.

Teachers volunteering to take more than 10 students will be compensated at the rates above.

Section 8.3 Additional Activities Pay:

All teachers will be paid at the rate of \$30.00 per non-teaching activity for the 2023-2025 school years. This includes ticket-taking, dance chaperones, musical/concert chaperones, score and time-keepers for games and any other activity as determined and pre-approved by the supervising principal or district administrator.

Section 8.4 Extra Class:

When a teacher volunteers to teach an extra class in place of his/her prep time, he/she shall be compensated at the rate of 1 divided by number of periods in the day times his/her daily rate of pay. The School District will notify BLEM when an overload is offered to a teacher.

Section 8.5 Non-Contract Added Hours:

With prior approval, a teacher will be compensated at an hourly rate of pay, to be calculated on his/her current placement on the salary schedule, for providing 1:1 student tutoring, Extended School Year (ESY) special education programming, curriculum writing, or homebound instruction. Teachers will be compensated at their hourly rate not to exceed \$47.00/hour for work through Targeted Services.

Summer school pay will be based on the teacher's hourly rate of pay, not to exceed \$47.00/hour, in effect for the previous school year and a teacher's hourly rate of pay for summer school will not change on July 1.

Extended School Year pay will be based on the teacher's hourly rate of pay in effect for the previous school year and a teacher's hourly rate of pay for summer school will not change on July 1.

For all other duties, the rate of pay shall be based upon the teacher's number of years of experience in the employ of School District #727 as follows:

- 0 - 5 years at \$25.00 per hour
- 6 - 10 years at \$29.00 per hour
- 11 + years at \$32.00 per hour

Section 8.6 Mileage Reimbursement:

A teacher will be reimbursed for any use of a personal automobile approved by the School District at the mileage allowance rate established by the Internal Revenue Service for reimbursement purposes, provided that the teacher submits the proper documentation as determined by school district procedure/policy.

Section 8.7 Mentors:

All teachers new to the School District will be provided a mentor. Teachers involved in the Mentor Program as a mentor will be paid at the minimum rate of \$300.00 for participation in program activities. Such activities include new teacher induction, new teacher professional development, new teacher consulting and/or coaching during the school year. Payment for documented participation will be processed in June upon completion of the Mentor Program.

Section 8.8 School District Requested Certification:

Through a mutually agreed upon plan between the School District and a teacher, any teacher

achieving certification in a specific area will be compensated by the School District for mileage, tuition, and instructional materials needed to complete the coursework. In the event a teacher is using credits from this certification to move across the salary matrix (lanes), the School District will not be responsible for any compensation regarding mileage, tuition, and instructional materials for the certification.

If the teacher chooses the reimbursement option, the teacher agrees to remain with the School District for a minimum of three years. If the teacher voluntarily leaves the School District prior to fulfilling the three year minimum requirement, he/she shall reimburse the School District the entire compensation paid for mileage, tuition, and instructional materials.

Reimbursement will be paid to the teacher upon completion of all agreed upon coursework with a minimum of a 3.0 grade point average on a standard grading scale. The teacher shall be required to produce an official transcript prior to reimbursement.

This incentive shall be available until the School District notifies the exclusive representative that a maximum limit has been reached and shall no longer be available until further notice from the School District to the exclusive representative.

ARTICLE IX - GROUP INSURANCE

Section 9.1 Health and Hospitalization Coverage:

Subd. 1 - Insurance Coverage: For the 2023-2024 benefit plan year, the School District will contribute \$721.00 per month or the premium (whichever is less) towards the single premium; for teachers who are eligible for and enroll in a family plan, the School district will contribute and \$1635.00 per month toward the cost of the family premium for insurance coverage, and for the benefit plan year 2024-2025, the School District will contribute \$742.00 per month or the premium (whichever is less) towards the single premium; for teachers who are eligible for and enroll in a family plan, the School district will contribute \$1685.00 per month toward the cost of the family premium. These contributions will be made for any full time teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. Proportionate contributions will be granted to part-time teachers per Article XIII, Section 2. Any premium amount over and above the School District contribution will be paid by the teacher(s).

Subd. 2 - Married Couples Who Are Both Employed by the School District 727. The School District will pay either two full single contributions or one full family contribution per month toward the premium policy in the School District's group health and hospitalization insurance plan for married couples who are both employed full-time as staff by District 727, to be decided by the teacher. Contributions will be pro-rated for part-time staff.

Subd. 3 - Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all district participation and contribution shall continue until the beginning of the subsequent school year. Exceptions:

- a. Any termination by the school district for cause.
- b. Any termination by the teacher before the end of the contractual year of student contact.

Subd. 4 - Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 5 – H.S.A. Contribution: For teachers electing to take the H.S.A. high deductible plan, the district will contribute any remaining dollar amount after the monthly premium has been paid, in to the teacher’s HSA account.

Section 9.2 Income Protection Insurance:

The School District shall provide each teacher, who qualifies and enrolls, with an income protection Long Term Disability. This policy will be effective after ninety (90) days of continuous absence due to disability. The School District will pay 100% (one hundred percent) of the premium.

Section 9.3 Life Insurance:

The School District shall provide each teacher, who qualifies and enrolls, with a group life insurance policy with a value of \$50,000. Teachers may purchase additional coverage at their own expense if permitted to do so by the life insurance carrier.

Section 9.4 Retirement Insurance Extension:

Subd. 1 – District Contribution: For any District teacher who retires from the District and had elected the severance package over the district matching contribution, with twenty (20) years of teaching service, of which at least 15 years are in the District, the School District will contribute \$16,000 to the Health Care Savings Plan with the Minnesota State Retirement System within three (3) months of the effective date of retirement. If the teacher dies prior to payment into their HCSP with the Minnesota State Retirement System, any or all payments not yet made cannot be directed to the HCSP and will be paid to the teacher’s beneficiaries or estate.

Subd. 2– Continuation: Any District teacher who retires from the District, and who qualifies for a current State retirement program, shall be allowed to continue the group health insurance coverage according to applicable State and Federal law. The teacher shall make payment of monthly premiums in advance to the District.

Section 9.5 Dental Insurance:

The School District shall contribute up to \$45.58 monthly for the premium for a single dental plan for any teacher who qualifies for and enrolls in the School District’s group dental plan for the 2021-2022 benefit plan year. A teacher may also enroll in a family dental plan by paying for the difference between the School District’s single contributions and family premiums.

Section 9.6 Long-Term Substitute Teachers’ Eligibility for School District Insurance Contributions:

A long term substitute teacher is eligible for School District contributions for group insurance benefits as provided in this Article upon employment by written contract with the School District for an entire school year.

ARTICLE X - LEAVES OF ABSENCE

Section 10.1 Sick Leave:

All full time teachers shall earn sick leave at the rate of 80 hours in each year of service in the employ of the School District. Part-time teachers shall earn a proportionate amount of sick leave per Article XIII, Section 13.2. Annual sick leave shall accrue at the start of the duty year.

Subd. 1. – Carry Over: Teachers may carryover a maximum credit of 1000 hours of accrued, unused sick leave to the following school year. Teachers who have more than 1,000 hours of accrued sick leave at the end of the school year shall have their accrued sick leave hours in excess of 1,000 bought back by the School district at the hourly rate of a casual substitute with the payment being deposited in the teacher’s Minnesota State Retirement System’s Health Care Savings Plan.

Subd. 2. – Use of Sick Leave: Sick leave with pay shall be allowed by the School District whenever a teacher’s absence is due to the illness or injury of the teacher or his/her minor child or his/her spouse/non minor child which prevented his/her attendance at school and the performance of duties on that day or days. A teacher may use sick leave benefits according to Minnesota Statutes 181.9413 for absences due to illness or injury to the teacher’s adult child, spouse, sibling, parent, grandparent, or stepparent, on the same terms the teacher is able to use sick leave benefits for the teacher’s own illness or injury. Proportional benefits will be granted to part-time teachers per Article XIII Section 13.2.

Subd. 3 - Definition of Minor Child: A minor child is defined as by state statute.

Subd. 4 - Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5 - Approval: Sick leave pay shall be allowed only upon submission of an electronic request for sick leave pay and approval by the teacher’s direct supervisor.

Subd. 6 - Deduction: Sick leave shall be deducted from the accrued sick leave hours earned by the teacher.

Subd. 7 - Coordination with Long Term Disability Insurance: At the time a teacher becomes eligible for long-term disability compensation, the teacher must accept the long-term disability compensation but may continue to use accumulated sick leave on a prorated basis provided that the combined benefit does not exceed 100% of salary.

Section 10.2 Personal Leave:

Upon advance notice and arrangement with the Building Principal, thirty-two (32) hours of personal leave will be available to teachers for each school year. Any teacher who has completed 20 or more years of teaching service in the School District shall earn an additional four (4) hours of personal leave each year. Personal leave hours may be accumulated up to forty-eight (48) hours. The Superintendent may grant additional hours without pay. Proportionate benefits will be granted to part time teachers per Article XIII Section 13.2.

Subd. 1 - Personal Leave Requests: Requests for personal leave must be made in writing to the teacher’s supervisor/building principal via the school district’s electronic system at least five days in advance except in the event of emergencies.

Subd. 2 - Building Limit: All personal leaves must have prior approval, but at no time shall the School District be required to approve more than five (5) teachers per single building per

day. Personal leave shall not be used on the first five and last five days of the school year nor on professional development, workshop, or scheduled parent/teacher conference days unless an exception is allowed by the Superintendent.

Subd. 3 - Conversion: Teachers not using their full entitlement of personal leave in a single school year will have the option to:

- a. Be paid at the end of the school year for such unused personal days at the daily rate of pay for casual substitutes with one personal day equal to eight hours for a full-time teacher, pro-rated for part-time teachers; or
- b. Have the unused hours added to the teacher's sick leave balance at the end of the school year with one personal hour being equal to one hour of sick leave; or
- c. Have the unused hours be accumulated up to forty-eight (48) hours for full time teachers or pro-rated for part time teachers.

Teachers must notify the Human Resources Department of their choice by June 1. Teachers who fail to notify the School District office will have their unused days accumulate up to six days or forty-eight (48) hours and any remaining will be converted to sick hours.

Section 10.3 Bereavement Leave:

Teachers will be granted up to a total of four (4) days, per occurrence, non-accumulative, as funeral leave for death in the immediate family. Two (2) additional days may be granted at the discretion of the Superintendent. These two (2) additional days will be deducted from sick leave. If the distance being traveled is greater than 500 miles one-way, an additional day (1) will be granted per occurrence.

Subd. 1 - Definition of Immediate Family: For purposes of this Agreement, immediate family shall include only: spouse, children, step children, sisters, brothers, parents, father-in-law, mother-in-law, brother/sister-in-law, grandparents, grandparents-in-law, and grandchildren.

Subd. 2 - Other Relatives: Teachers will be granted up to two (2) days, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave for the death of an aunt, uncle, or first cousin, niece, or nephew.

Special consideration by the Superintendent will also be given to any other person whose association with the employee was similar to any of the above relationships.

Section 10.4 Child Care Leave:

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a dependent child, provided such parent is caring for the child on a full-time basis. A child care leave is an extended leave beyond what is allowed under the Family Medical Leave Act (FMLA), and may run concurrently with FMLA leave.

Subd. 1 - Application for Leave: A teacher making application for child care leave shall inform the Superintendent, in writing, of intention to take the leave at least 30 (thirty) calendar days before commencement of the intended leave unless emergency circumstances require an alteration of this timeline.

Subd. 2 - Dates and Duration 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 coincide with some

natural break in the school year (i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.) The availability of a substitute teacher may also be considered by the School District in the granting of a child-care leave or the duration thereof.

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

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

Subd. 3 - Return from Child Care Leave: A teacher on a child care leave of one full school year or more must notify the School District in writing on or before January 31 of their intent to return from child care leave during the following school year or they will forfeit their reinstatement rights.

Subd. 4 - Probationary Teachers: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance.

Subd. 5 - Experience Credit During Child Care Leave: 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 unpaid child-care leave.

Subd. 6 - Eligibility to Participate in 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 unpaid child-care leave. If the teacher does not return to the School District pursuant to this section, the right to continue coverage will be administered in accordance with applicable State and Federal law.

Subd. 7 – Benefits: - Leave under this section shall be without pay or fringe benefits.

Section 10.5 Family Leave:

The School Board shall grant family and medical leave to eligible teachers pursuant to the Family and Medical Leave Act. District contributions for health insurance benefits while on a qualified family and medical leave are pursuant to the Family and Medical Leave Act.

Subd. 1 – Designation of Leave:

1. Disability Leave: If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the school district in writing at least thirty (30) calendar days prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated sick leave through the period of pregnancy-related disabilities, childbirth, and recovery. A maximum of six (6) calendar weeks, excluding full week breaks, may be used from the date of the delivery, unless otherwise prescribed by a doctor.
2. Adoption: A combined maximum of twenty (20) days of accumulated sick leave may be utilized per adoption event by a teacher for the adoption of child(ren), provided the leave is used

preceding and/or immediately following the placement of the child(ren). The teacher shall notify the school district in writing at least thirty (30) calendar days prior to the expected adoption date. The teacher may only use up to five (5) days of their accumulated sick leave prior to the placement of the child(ren). Staff will be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization and official documentation that he/she is an adoptive parent. If both parents are employed by the School District, they may use a combined total up to twenty (20) days of accumulated sick leave.

3. Paternity Leave: A teacher may use seven (7) days paternity leave (paid sick hours) for the birth of a child if the sick leave is available. The teacher shall notify the school district in writing at least thirty (30) calendar days prior to the expected delivery date.

Section 10.6 Long Term Leave of Absence:

The School District may grant a one (1) year leave of absence to a teacher after completion of his/her fifth year of teaching in the School District for professional reasons upon the recommendation of the Superintendent for advanced study, exchange teaching, travel abroad, or other purposes which the School District feels will be of direct benefit to students of the School District. Final decision in granting such leave of absence will rest solely with the School District.

Subd. 1 - Requests: All requests for long term leave of absence must be submitted in writing prior to March 15 of the preceding school year and shall include the following:

1. The reason for such request.
2. Explanation of how the teacher intends to spend the time of such leave.
3. The date the teacher will resume his/her duties.

Requests submitted after March 15 will be considered on a case-by-case basis.

Subd. 2 - Salary: A teacher on leave of absence without pay will not earn a step advancement on the salary schedule or accumulate additional sick leave and other benefits. The teacher may choose to participate in the group insurance programs, if permitted under the policy provisions. The teacher will pay 100% of the premiums in advance each month.

Subd. 3 - Return from Leave: The teacher on leave of absence must signify in writing on or before January 31, his/her intent to return to his/her duties at the opening of the next school term. Failure to signify such intent will cancel the leave of absence and the teacher shall forfeit any right or claims to his/her former position.

Section 10.7 Jury Duty:

A teacher who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge his/her responsibility without any loss of basic leave allowance. The compensation received by the teacher for jury duty service shall be deducted by the School District from the teacher's regular pay.

Section 10.8 Exclusive Representative Leave:

The exclusive representative shall be granted up to twelve (12) days of paid exclusive representative leave per school year, non-accumulative, to attend meetings or otherwise conduct exclusive representative business. Exclusive Representative leave for negotiations and/or mediation sessions with the District shall not be deducted from the twelve (12) total exclusive representative leave days. The exclusive representative shall reimburse the School District

100% of the cost of a substitute teacher for each day of exclusive representative leave that is used, if one is hired. The exclusive representative agrees to notify the teacher's immediate supervisor and the Human Resources Office by email at least one week prior to the use of any exclusive representative leave. The School District will submit an invoice to the exclusive representative for the cost of the substitute teachers.

Section 10.9 Professional Leave:

With pre-approval from the Executive Director of Teaching Learning and School Improvement, a teacher may be allowed up to two (2) days per school year for professional leave germane to the teacher's assignment to attend clinics (not sports/activities related), conferences, workshops, or visit other schools. A maximum of ten (10) days of professional leave School District-wide may be granted per year. The School District will pay only for the cost of a substitute teacher and no other expenses relating to the professional leave day.

ARTICLE XI – WORKER'S COMPENSATION

Section 11.1 Workers' Compensation:

Upon written request from a teacher who is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the teacher's regular rate of pay to the extent of the earned accrual of sick leave.

Section 11.2 Sick Leave Coordination:

A deduction shall be made from the teacher's accumulated sick leave accrual time according to the pro-rated portions of hours of sick leave which is used to supplement workers' compensation.

Section 11.3 Payment:

Such payment shall be paid by the School District to the teacher only during the period of disability.

ARTICLE XII - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY LIST

Section 12.1 Purpose:

The purpose of this article is to implement the provisions of Minnesota Statutes Section 122A.40, Subd. 10, as amended, which article, when adopted, shall constitute the required plan for unrequested leave of absence ("ULA"). The School Board may place on ULA without pay or benefits as many teachers as necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. The unrequested leave shall be effective at the end of the school year.

Section 12.2 Definitions:

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

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

Subd. 2. Qualified: "Qualified" shall mean a teacher who holds a state license.

Subd. 3. Seniority: “Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as School District-wide coordinators and consultants will maintain seniority in all areas of licensure.

Section 12.3 Unrequested Leave of Absence (ULA):

Subd. 1 - Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years after which the right to reinstatement shall terminate; the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the Human Resources Manager, by April 1st of each year, a written statement requesting reinstatement.

Subd. 2. - Notice and Procedures: Teachers placed on such leave shall receive notice of the ULA in accordance with the procedures and timelines set forth in Minnesota Statutes Section 122A.40, Subd. 7, as amended. The School District’s decision to place a teacher on ULA shall not be subject to the grievance procedure.

Subd. 3 - Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed except that teachers who are qualified to teach advanced placement courses, concurrent enrollment courses, or Project Lead The Way courses may be held exempt from the ULA process outlined in this article at the sole discretion of the School District’s administration.

Subd. 4 - Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District’s affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5 - Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be based on criteria that give preference to the teacher(s) in the order that follows:

- a. current employment in any School District curricular, extra-curricular, or co-curricular program as identified in this Agreement or subsequently created by the School District;
- b. lower Professional Educator Licensing and Standards Board (PELSB) file folder number.

Subd. 6 - Years of Service: Any teacher placed on ULA may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation 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 12.4 Realignment:

For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position in a subject matter or field in

which the teacher has not successfully taught in within the past five (5) years.

Section 12.5 Dropping of License:

Any teacher dropping a license in accordance with Section 5.7 of this Agreement shall provide notice to the School District's Human Resources office prior to October 1. A teacher failing to provide notice in accordance with this timeline shall not be permitted, in the School District's discretion, to exercise seniority to displace another teacher and the School District may place the teacher on ULA without the right to exercise bumping or realignment rights.

Section 12.6 Reinstatement:

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

Subd. 2 - Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the Human Resources office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3 - Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) business days from the date of such notice to accept the reemployment. Failure to accept, in writing, within the ten (10) business days shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. A teacher on ULA does not forfeit their right to reinstatement when accepting a position for less than the equivalent FTE that the teacher had when placed on ULA, or when they refuse a position that is less than equivalent to the FTE the teacher had when placed on ULA.

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

Section 12.7 Establishment of Seniority List:

Subd. 1 - Preparation: By October 1st of each school year, the School District shall create a seniority list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure by tier. The School District shall post the list on a designated website accessible to teachers and email the list to the teachers.

Subd. 2 - Request for Change: Any teacher whose name appears on the seniority list and who may disagree with the order of seniority in said list shall have fifteen (15) calendar days from

the date the email was sent with the list to supply written documentation, proof, and request for seniority change to the Human Resources Manager.

Subd. 3 - Final List: Within ten (10) calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in the list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District and served upon the teacher and exclusive representative president in accordance with Section 16.1, Subdivision.2, of this Agreement and shall be posted on a designated website accessible to teachers. Any teacher disagreeing with the decision of the School District may appeal the decision in accordance with Article XVI – Grievance Procedures except that the grievance process shall be shortened as follows:

- a. The teacher(s) shall file an appeal to the School Board in accordance with Section 16.5. If more than one teacher files an appeal, the appeals shall be consolidated.
- b. The appeal shall be heard by a committee of the School Board who shall meet with the teacher(s) and a School District administration designee within ten (10) calendar days, including Saturday and Sunday but excluding legal holidays, of receipt of the appeal to review the positions of the parties and shall issue a written decision within five (5) days of the meeting.
- c. A teacher who filed an appeal in accordance with Section 7, subdivision 3 (a) and attended the meeting set forth in Section 7, subdivision 3(b), may appeal the decision of the School District to an arbitrator pursuant to Section 16.6 except that the appeal must be made by the exclusive representative, on behalf any or all teachers seeking to appeal, within five (5) days of receipt of the decision and the request for arbitration shall be made to sending a request for a list of arbitrators to the BMS and sending a copy of the request to the Superintendent. No arbitrator shall be qualified to review grievance if the arbitrator is not available to hear the grievance and issue a decision by February 1.
- d. The parties shall select an arbitrator within three (3) days of receipt of the list of arbitrators by BMS.
- e. The arbitrator shall review the grievance based upon written submissions and exhibits provided by the parties. The time period for submission by the parties to the arbitrator shall be by mutual agreement of the parties and arbitrator and, if the parties cannot agree, by the sole decision of the arbitrator.
- f. The decision of the arbitrator shall be final and binding upon the parties.
- g. If any teacher fails to comply with the timelines set forth in this subdivision, the teacher shall have no further right to challenge his or her seniority and the final seniority list issued by the School District shall be final and binding subject to the decision of an arbitrator issued pursuant to this Section. In addition, if the arbitrator fails to issue a decision by February 1, the final seniority list issued by the School District shall be final and binding.

Section 12.8 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 Human Resources office for filing as of January 15th of that 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 solely at the discretion of the School District, but not for the current reduction.

Section 12.9 Effect:

This article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 12.2., Subd. 1, above and shall not be construed to limit the rights of any other licensed employee not covered by the Agreement or other Agreement affecting such licensed employee.

ARTICLE XIII – PART TIME POSITIONS

Section 13.1 Compensation:

Regular contract teachers who are employed less than full time will receive pro-rated compensation and prep time.

Section 13.2 Benefits and Leave:

Part-time teachers will be granted fringe benefits and accumulated leave hours in proportion to the amount of their employment.

Section 13.3 Return to Full Time:

A part-time teacher who desires to return to a full-time assignment must do so only when a vacancy occurs. A part-time teacher shall apply for the vacancy subject to Article V, Section 5.6, of the Agreement.

ARTICLE XIV - HOURS OF SERVICE

Section 14.1 Basic Day:

The teacher's basic day shall be a minimum of eight hours with a duty free lunch, with the exception that teachers may leave work on the last day of each week after the school buses have departed from their building. If the last day of the week is a student early release day or a non-student contact day then the specific hours for each building will be designated by the School District as per Section 14.2 Building Hours of this agreement. A full time teacher's average daily instructional assignment includes 300 minutes, excluding student passing time before, during and after the regularly scheduled school day. In addition, a full time elementary teacher will receive 60 minutes average daily preparation time and a full time middle school and/or high school teacher will receive 50 minutes average daily preparation time, during student contact time.

Section 14.2 Building Hours:

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 14.3 Additional Activities:

In addition to the basic day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's basic day as required by the School District. The normal duties for teachers include a reasonable share of the extra-curricular, co-curricular, and supervisory activities, as determined by the principal.

Section 14.4 Professional Days

Teachers will have 4 hours on the last day of each trimester in their classrooms set aside for completing professional duties.

Section 14.5 Teacher Workshop Time

Teachers will have eight (8) hours of total in no less than two (2) hour increments of unscheduled time during the first four (4) duty days of the contract year. These blocks of time are subject to scheduling of meetings/events by District Administration.

ARTICLE XV - LENGTH OF THE SCHOOL YEAR

Section 15.1 Teacher Duty Days:

Pursuant to Minn. Stat. § 122A.40, the School District shall establish the number of school days and teacher duty days for the next school year and the teachers shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The number of teacher duty days shall be 183. The School District reserves the right to add an additional duty day for staff development in any school year. If the School District exercises its discretion to add the staff development day, teachers shall receive an additional day's pay for that school year only.

Section 15.2 Emergency Closings:

In the event that any part of or all of a student day or teacher duty day is lost due to any emergency, the teacher shall perform duties on that day or any other day in lieu thereof as the School District shall determine if any. Emergency closings include, but are not limited to, closing schools due to a pandemic or other health issues and weather related closings.

Subd. 1 – Personal/Sick/Exclusive Representative Leave: If personal, sick, or exclusive representative leave was requested and school was closed for the entire day for teachers due to an emergency, a teacher would not be deemed to have used his/her personal, sick, or exclusive representative leave time on that date.

Subd. 2 – Other Paid Leave: If a teacher is on any other type of leave when school is closed due to an emergency, such as long term sick leave, bereavement leave, or child care leave, the teacher will be deemed to have used a day of leave on that date and any paid leave will be deducted from the teacher's account and the duration of the leave will not be adjusted.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 16.1 Grievance Definitions:

“Grievance” means a dispute or disagreement as to the interpretation or application of any terms of any agreement required under Minnesota Statutes § 179A.20 Subd. 1.

Subd. 1 - Days: “Days” mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Subd. 2 - Service: “Service” means personal service or by certified mail.

Subd. 3 - Reduced to Writing: “Reduced to Writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 4 - Small Group of Teachers: “Small Group of Teachers” means a group of teachers consisting of five (5) or less.

Subd. 5 - Answer: “Answer” means a concise response outlining the School District’s position on the grievance.

Section 16.2 Adherence to Time Limits:

Subd. 1 - Waive or Extend: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. With the exception of the timeline for filing a grievance, if either party fails to adhere to the timelines as agreed to, the grievance will automatically advance to the next step of the grievance process.

Subd. 2 - Severability: The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 16.3 Step One:

Whenever any teacher or group of teachers have a grievance, he/she/they or a designee of the exclusive representative shall meet on an informal basis with the teacher or teachers’ immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the event giving rise to the grievance occurred or within twenty (20) days after the teacher(s), through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. Failure to meet with the teacher’s immediate supervisor within twenty (20) days after the event giving rise to the grievance occurred or within twenty (20) days after the teacher(s), through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance will result in the grievance being forfeited. The immediate supervisor will render a decision on the grievance within fifteen (15) days of the first informal meeting.

Section 16.4 Step Two:

In the event that the grievance is not settled in step one, the grievance may be reduced to writing by the exclusive representative, signed by the President or designee, and submitted to the superintendent, provided such submission is made within five (5) days of the receipt of the decision in step one. The superintendent or the superintendent and his/her designee will meet with the exclusive representative within seven (7) days after receipt of the written grievance. Within fifteen (15) days after the meeting the superintendent or the superintendent and his/her designee will issue a decision in writing to the exclusive representative. If the superintendent or the superintendent and his/her designee have met with the exclusive bargaining representative earlier in the grievance process, the meeting requirement is waived and the School District will issue a decision within twenty-two (22) days after receipt of the written grievance.

Section 16.5 Step Three:

In the event that the grievance is not settled in the step two, the grievance may be appealed to the School Board provided such appeal is made in writing, signed by the exclusive representation president or designee, to the chairperson of the School Board or his/her designee within five (5) days of the receipt of the decision in step two. Upon receipt of the appeal, the School Board shall set a time to hear the grievance, and such hearing shall take place within twenty (20) days after receipt of the appeal. Within ten (10) days after the hearing, the School Board shall issue its decision in writing to the parties involved.

Section 16.6 Step Four:

Subd. 1 - Selection of Arbitrator: In the event that the grievance is not settled in step three, the grievance may be submitted to arbitration provided that a request for arbitration is made in writing, signed by the exclusive representation president or designee, to the superintendent within ten (10) days of the receipt of the decision in step three. The School District and the teacher representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the teacher representative are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 2 - Power of Arbitrator: The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing Agreement.

Subd. 3 - Decision: The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The arbitrator shall issue the decision to the parties, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 4 - Participation Limits: Processing of all grievances shall be during the normal work day whenever possible, and teachers shall not lose wages due to their necessary participation. For purposes of this paragraph, teachers entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of teachers equal to the number of persons participating in the grievance proceeding on behalf of the School District; or
- b. If the number of persons participating on behalf of the School District is less than three (3), three (3) teachers may still participate in the proceedings without loss of wages.

Section 16.7 Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a federal or state court of law, or before any administrative tribunal, federal 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 form as outlined herein, 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 - SEVERANCE PAY

Section 17.1 Severance Pay:

Any teacher who has completed at least twenty (20) years of teaching service, of which at least 15 years are in the School District, will be eligible for the following compensation upon termination of their employment with the District:

- 15-24 years of service in the School District.....40 days of severance pay
- 25-29 years of service in the School District.....50 days of severance pay
- 30 or more years of service in the School District.....60 days of severance pay

The rate of pay will be the annual basic contract pay divided by the teacher's work year.

Section 17.2 Early Severance Incentive:

Any teacher who has completed at least twenty (20) years of teaching service, of which at least 15 years are in the School District, will receive up to an additional 35 day's pay, with the days to be deducted from and limited to the teacher's accrued, unused sick leave bank. The rate of pay will be the annual basic contract pay divided by the teacher's work year. The teacher shall be eligible for this compensation upon termination of their employment with the School District.

Section 17.3 Payment:

For retirees in the fiscal year 2021-2022, and for retirees in the fiscal year 2022-2023, one hundred percent (100%) of the retiree's severance payments shall be deposited into the retiree's account with the Minnesota State Retirement System's Health Care Savings Plan. The severance amount shall be paid in 2 payments each occurring on the first regular payroll in July of each of the two consecutive fiscal years immediately following the teacher's retirement. Each payment shall be one-half of the sum of the early retirement incentive and the severance amount. If a teacher dies before all or a portion of the severance package has been disbursed, the balance due shall be paid as a lump sum to the deceased teacher's estate.

ARTICLE XVIII - MATCHING TAX DEFERRED SAVINGS PLAN

Section 18.1 Description:

The tax deferred savings plan is designed to encourage teachers to develop a financial plan for their future by providing a matching contribution to a teacher's tax deferred savings plan according to his/her eligibility as specified herein. The matching tax deferred savings program is subject to the rules as entitled under Minn. Stats. §§ 352.96 and 356.24 and Internal Revenue Service Code Sections 457 and 403B, and Roth 403B and Roth 457.

For teachers with a seniority date on or after August 1, 2001, and for teachers who signed a waiver choosing the School District matching contribution over severance benefits, the provisions of this Article replace the contractual provisions of Article XVII which provides for a severance payment, Article IX, Section 9.4, Subdivision 1 which provides for contributions toward a health care savings plan.

Section 18.2 Eligibility:

Teachers working .5 FTE or greater are eligible for the matching School District contribution.

Eligibility for the matching School District contribution commences at the beginning of the teacher duty year after a teacher has completed his or her probationary period with the School District. Teachers on unpaid leaves may not participate in the matching program while on leave.

Section 18.3 District Matching Contribution:

The School District will match the contribution of an eligible teacher towards either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity plan up to an annual amount of \$2,000 (two thousand dollars). The School District match will be made on a dollar-for-dollar basis up to the maximum annual amount. Teachers may not recover School District matching contributions for years in which they chose not to participate or participated at a level below the maximum School District contribution level. The annual year for District contributions shall be July 1 through June 30. The District contribution will be pro-rated for part time teachers. The School District's matching contribution shall be paid into the teacher's account with the State of Minnesota's Deferred Compensation Program (Section 457) or the teacher's 403(b) tax sheltered annuity plan through a vendor from the District approved list.

Section 18.4 - Transition Provisions:

The purpose of the matching tax deferred savings plan is to replace the severance payment and post retirement District insurance contributions provided for in Articles IX and XVII of the Agreement.

ARTICLE XIX - DURATION

Section 19.1 Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 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, it shall give written notice of such intent no later than May 1. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 19.2 Effect:

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event a successor agreement has not been executed at the time of the expiration of this agreement, a teacher shall be compensated at the status quo rate and step until such time that a new agreement is executed.

Section 19.3 Finality:

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

Section 19.4 Severability:

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

IN WITNESS THEREOF, The parties have executed the Agreement as follows:

BIG LAKE EDUCATION MINNESOTA

Kelby J. Jurek
President

D. Mueller
Secretary

Joe Hata
Chief BLEM Negotiator

Dated this 24 day of Aug., 2022

Ratification Date: 1-4-2022

INDEPENDENT SCHOOL DISTRICT 727

Ronya Reasoner
Chairperson

Anthony E. Jurek
Clerk

Christopher J. Jurek
Chief Board Negotiator

Dated this 25th day of May, 2022

School Board Approval Date: 1-6-2022

SCHEDULE A

An additional \$500 one-time stipend will be paid to teachers who are on Step 20 as of 12/31/2021. The stipend will be paid as part of the first payroll in May 2024.

2023-2024	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	PhD/EdD NBPTS	NBTS
(2)	43,777	45,158	46,662	48,171	50,589	52,809	53,447	55,969	58,469	60,969
(3)	44,449	45,933	47,493	49,054	51,858	54,118	54,901	57,499	59,999	62,499
(4)	45,130	46,721	48,339	49,953	53,159	55,458	56,395	59,072	61,572	64,072
(5)	45,821	47,523	49,201	50,868	54,493	56,833	57,930	60,689	63,189	65,689
(6)	46,525	48,339	50,078	51,802	55,860	58,241	59,507	62,350	64,850	67,350
(7)	47,238	49,169	50,970	52,753	57,263	59,685	61,129	64,057	66,557	69,057
(8)	47,963	50,014	51,878	53,721	58,702	61,166	62,794	65,811	68,311	70,811
(9)	48,699	50,872	52,804	54,707	60,176	62,684	64,506	67,613	70,113	72,613
(10)	49,446	51,747	53,746	55,710	61,688	64,239	66,265	69,466	71,966	74,466
(11)	50,205	52,636	54,704	56,734	63,238	65,834	68,073	71,371	73,871	76,371
(12)	50,976	53,542	55,682	57,776	64,828	67,470	69,929	73,327	75,827	78,327
(13)	51,759	54,463	56,675	58,837	66,459	69,146	71,837	75,339	77,839	80,339
(14)	52,555	55,399	57,687	59,919	68,131	70,864	73,799	77,406	79,906	82,406
(15)	53,362	56,352	58,718	61,020	69,845	72,624	75,813	79,530	82,030	84,530
(16)	54,183	57,322	59,766	62,142	71,603	74,430	77,884	81,712	84,212	86,712
(17)	55,016	58,309	60,835	63,285	73,406	76,281	80,012	83,956	86,456	88,956
(18)	55,862	59,314	61,922	64,448	75,255	78,178	82,198	86,261	88,761	91,261
(19)	56,720	60,334	63,028	65,634	77,151	80,123	84,445	88,631	91,131	93,631
(20)	58,686	62,467	65,248	67,937	80,188	83,212	87,848	92,160	94,660	97,160

SCHEDULE B

2024-2025	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	PhD/EdD NBPTS	NBTS
(2)	44,872	46,287	47,829	49,375	51,854	54,129	54,783	57,369	59,869	62,369
(3)	45,560	47,081	48,680	50,281	53,155	55,471	56,273	58,937	61,437	63,937
(4)	46,258	47,889	49,547	51,201	54,488	56,844	57,805	60,549	63,049	65,549
(5)	46,967	48,711	50,431	52,140	55,855	58,253	59,378	62,206	64,706	67,206
(6)	47,688	49,547	51,330	53,097	57,257	59,697	60,995	63,909	66,409	68,909
(7)	48,419	50,399	52,244	54,071	58,695	61,177	62,657	65,658	68,158	70,658
(8)	49,162	51,264	53,175	55,064	60,169	62,696	64,364	67,456	69,956	72,456
(9)	49,917	52,144	54,124	56,075	61,680	64,251	66,118	69,304	71,804	74,304
(10)	50,682	53,040	55,090	57,103	63,230	65,845	67,921	71,203	73,703	76,203
(11)	51,461	53,952	56,072	58,152	64,819	67,480	69,774	73,155	75,655	78,155
(12)	52,250	54,881	57,074	59,220	66,449	69,156	71,678	75,161	77,661	80,161
(13)	53,053	55,825	58,092	60,308	68,120	70,875	73,633	77,223	79,723	82,223
(14)	53,869	56,784	59,129	61,417	69,835	72,635	75,644	79,341	81,841	84,341
(15)	54,696	57,761	60,186	62,546	71,592	74,440	77,709	81,519	84,019	86,519
(16)	55,537	58,755	61,261	63,696	73,393	76,290	79,831	83,755	86,255	88,755
(17)	56,391	59,767	62,356	64,867	75,241	78,188	82,012	86,054	88,554	91,054
(18)	57,258	60,796	63,470	66,059	77,137	80,132	84,253	88,418	90,918	93,418
(19)	58,138	61,843	64,604	67,275	79,080	82,127	86,556	90,847	93,347	95,847
(20)	60,153	64,029	66,879	69,635	82,193	85,292	90,044	94,464	96,964	99,464

ACTIVITIES

2023-2024	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
Step									
1	\$ 4,961	\$ 3,720	\$ 3,307	\$ 2,790	\$ 2,481	\$ 2,067	\$ 1,756	\$ 1,447	\$ 1,240
2	\$ 5,087	\$ 3,815	\$ 3,392	\$ 2,862	\$ 2,544	\$ 2,119	\$ 1,802	\$ 1,484	\$ 1,271
3	\$ 5,218	\$ 3,912	\$ 3,478	\$ 2,934	\$ 2,608	\$ 2,173	\$ 1,847	\$ 1,521	\$ 1,304
4	\$ 5,397	\$ 4,047	\$ 3,598	\$ 3,035	\$ 2,698	\$ 2,248	\$ 1,912	\$ 1,574	\$ 1,350
5	\$ 5,569	\$ 4,176	\$ 3,713	\$ 3,133	\$ 2,784	\$ 2,320	\$ 1,973	\$ 1,624	\$ 1,393
6	\$ 5,757	\$ 4,318	\$ 3,838	\$ 3,239	\$ 2,879	\$ 2,398	\$ 2,038	\$ 1,679	\$ 1,439
7	\$ 5,938	\$ 4,453	\$ 3,958	\$ 3,340	\$ 2,968	\$ 2,474	\$ 2,103	\$ 1,731	\$ 1,485
8	\$ 6,150	\$ 4,612	\$ 4,100	\$ 3,460	\$ 3,076	\$ 2,563	\$ 2,178	\$ 1,794	\$ 1,538
9	\$ 6,347	\$ 4,760	\$ 4,232	\$ 3,570	\$ 3,174	\$ 2,645	\$ 2,248	\$ 1,851	\$ 1,587
10	\$ 6,573	\$ 4,929	\$ 4,382	\$ 3,697	\$ 3,287	\$ 2,738	\$ 2,328	\$ 1,917	\$ 1,643

2024-2025	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
Step									
1	\$ 5,085	\$ 3,813	\$ 3,390	\$ 2,860	\$ 2,543	\$ 2,119	\$ 1,800	\$ 1,483	\$ 1,271
2	\$ 5,215	\$ 3,910	\$ 3,476	\$ 2,934	\$ 2,607	\$ 2,172	\$ 1,847	\$ 1,521	\$ 1,303
3	\$ 5,348	\$ 4,010	\$ 3,564	\$ 3,008	\$ 2,673	\$ 2,228	\$ 1,894	\$ 1,559	\$ 1,337
4	\$ 5,532	\$ 4,149	\$ 3,687	\$ 3,111	\$ 2,765	\$ 2,304	\$ 1,960	\$ 1,614	\$ 1,383
5	\$ 5,708	\$ 4,281	\$ 3,805	\$ 3,211	\$ 2,853	\$ 2,378	\$ 2,022	\$ 1,664	\$ 1,427
6	\$ 5,901	\$ 4,426	\$ 3,934	\$ 3,320	\$ 2,951	\$ 2,458	\$ 2,089	\$ 1,721	\$ 1,475
7	\$ 6,086	\$ 4,564	\$ 4,057	\$ 3,423	\$ 3,042	\$ 2,536	\$ 2,155	\$ 1,774	\$ 1,522
8	\$ 6,304	\$ 4,728	\$ 4,203	\$ 3,546	\$ 3,153	\$ 2,627	\$ 2,233	\$ 1,839	\$ 1,576
9	\$ 6,506	\$ 4,879	\$ 4,338	\$ 3,659	\$ 3,254	\$ 2,711	\$ 2,304	\$ 1,897	\$ 1,627
10	\$ 6,738	\$ 5,053	\$ 4,492	\$ 3,790	\$ 3,369	\$ 2,807	\$ 2,386	\$ 1,965	\$ 1,684

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Musical Director	HS Yearbook	Three Act Play	Head Speech	DECA
	HS Pep/Jazz Band	HS Student Council	One Act Play	
	Prom		Robotics	
			Trap	
<u>Group 6</u>	<u>Group 7</u>	<u>Group 8</u>	<u>Group 9</u>	
Asst. Speech	Cheerleading (per season)	MS Yearbook	School Patrol	
Tech. Director	MS Speech		Nat'l Honor Society	
MS Student Council	Concessions (per season)		Homecoming	
HS Knowledge Bowl	MS Knowledge Bowl		Destination Imagination	
			Math League	

Athletics

2023-2024	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Step						
1	\$ 5,167	\$ 4,650	\$ 3,927	\$ 3,411	\$ 3,203	\$ 2,481
2	\$ 5,300	\$ 4,769	\$ 4,027	\$ 3,498	\$ 3,285	\$ 2,544
3	\$ 5,435	\$ 4,892	\$ 4,130	\$ 3,586	\$ 3,369	\$ 2,608
4	\$ 5,622	\$ 5,060	\$ 4,272	\$ 3,710	\$ 3,485	\$ 2,698
5	\$ 5,801	\$ 5,221	\$ 4,409	\$ 3,829	\$ 3,596	\$ 2,784
6	\$ 5,996	\$ 5,397	\$ 4,558	\$ 3,958	\$ 3,718	\$ 2,879
7	\$ 6,184	\$ 5,566	\$ 4,701	\$ 4,082	\$ 3,834	\$ 2,968
8	\$ 6,407	\$ 5,766	\$ 4,869	\$ 4,228	\$ 3,972	\$ 3,076
9	\$ 6,611	\$ 5,950	\$ 5,025	\$ 4,363	\$ 4,099	\$ 3,174
10	\$ 6,848	\$ 6,163	\$ 5,204	\$ 4,519	\$ 4,246	\$ 3,287

2024-2025	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Step						
1	\$ 5,296	\$ 4,766	\$ 4,026	\$ 3,496	\$ 3,283	\$ 2,543
2	\$ 5,432	\$ 4,888	\$ 4,128	\$ 3,585	\$ 3,368	\$ 2,607
3	\$ 5,571	\$ 5,014	\$ 4,233	\$ 3,676	\$ 3,453	\$ 2,673
4	\$ 5,762	\$ 5,186	\$ 4,379	\$ 3,803	\$ 3,572	\$ 2,765
5	\$ 5,946	\$ 5,352	\$ 4,519	\$ 3,925	\$ 3,686	\$ 2,853
6	\$ 6,146	\$ 5,532	\$ 4,672	\$ 4,057	\$ 3,811	\$ 2,951
7	\$ 6,339	\$ 5,705	\$ 4,818	\$ 4,184	\$ 3,930	\$ 3,042
8	\$ 6,567	\$ 5,910	\$ 4,990	\$ 4,334	\$ 4,071	\$ 3,153
9	\$ 6,777	\$ 6,099	\$ 5,151	\$ 4,472	\$ 4,202	\$ 3,254
10	\$ 7,019	\$ 6,317	\$ 5,334	\$ 4,632	\$ 4,352	\$ 3,369

Group 1

Head Basketball
 Head Wrestling
 Head Football
 Head Hockey
 Head Gymnastics
 Head Volleyball
 Head Swimming
 Head X-Country

Group 2

Head Baseball
 Head Softball
 Head Boys' Track
 Head Girls' Track
 Head Boys' Golf
 Head Girls' Golf
 Head Boys' Tennis
 Head Girls' Tennis
 Head Soccer
 Head Dance
 Head Lacrosse

Group 3

Asst. Basketball
 Asst. Wrestling
 Asst. Football
 Asst. Hockey
 Asst. Gymnastics
 Asst. Volleyball
 Asst. Swimming

Group 4

Asst. Baseball
 Asst. Softball
 Asst. Track
 Asst. Golf
 Asst. Tennis
 Asst. Soccer
 Asst. Dance
 Asst. X-Country
 Asst. Lacrosse
 Gr. 9 Softball
 Gr 9 Basketball
 Gr 9 Volleyball
 Gr 9 Baseball

Group 5

Gr 9 Wrestling
 Gr 9 Football

Group 6

All Middle School Coaches
 Strength Coach

MEMORANDUM OF UNDERSTANDING
Calendar Committee

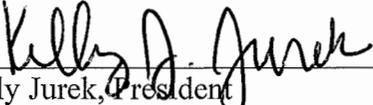
WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District have reached an agreement on the contract for 2023-2025; and

WHEREAS, the District Calendar Committee will include in its membership at least one representative per building, Liberty, Independence, Middle School, and High School, to be chosen by BLEM.

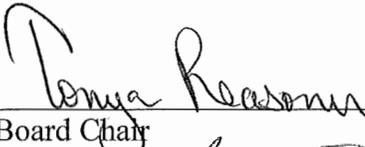
THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Agreement and shall remain in effect through June 30, 2025.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 3-10-2022

Dated: 3-10-2022

MEMORANDUM OF UNDERSTANDING
Teacher Longevity

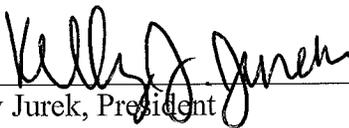
WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District have reached an agreement on the contract for 2023-2025; and

WHEREAS, Teachers with 20-24 years of service to Big Lake School District as of December 31, 2024 will receive a one-time stipend of \$500; Teachers with 25-29 years of service to Big Lake School District as of December 31, 2024 will receive a one-time stipend of \$750; and Teachers with 30 or more years of service to Big Lake School District as of December 31, 2024 will receive a one-time stipend of \$1000. The one-time stipends will be included on the first payroll in May of 2025.

THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Agreement and shall remain in effect through June 30, 2025.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 3-10-2022

Dated: 3-10-2022

MEMORANDUM OF UNDERSTANDING
K-12 Online Section(s) - Outside of Teacher Work Day - 23-25

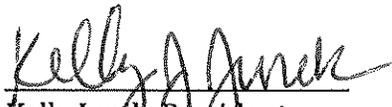
WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, a section of Big Lake Online is needed to be filled outside of the teacher work day. A licensed teacher may agree to teach a section(s) of Big Lake Online. The payment for each section taught per trimester is a stipend of \$3,805 (average of 57 days in a trimester *1.5 hours/day * \$44.50/hour).

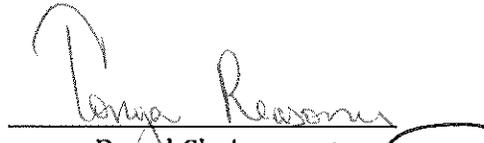
THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2023.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 8-12-23

Dated: 8-24-23

MEMORANDUM OF UNDERSTANDING
Modification to Section 8.2 for 23-25

WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, section 8.2 of the agreement states: Any teacher giving up a preparation period to substitute for another teacher's class or study hall, by request or order of the administration, during the 2023-2024 and 2024-2025 school years shall be paid \$43.00 per high school/middle school class and \$32.00 per thirty minute class at the elementary school level. Any teacher taking a minimum of five (5) and no more than ten (10) students due to the lack of substitutes will be compensated at the rate of \$18.00 per high school/middle school class and \$16.00 per thirty minute class at the elementary school level. Teachers volunteering to take more than 10 students will be compensated at the rates above.

WHEREAS, we agree to allow for the following modification to section 8.2 to: "Any teacher taking up to a maximum of ten (10) students due to teacher absence, as directed by administration, will be compensated at the rate of \$18.00 per high school/middle school class and \$16.00 per thirty minute class at the elementary school level. Teachers volunteering to take more than 10 students will be compensated at the rates above"; and

THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon signature, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2025.

Big Lake Education Minnesota

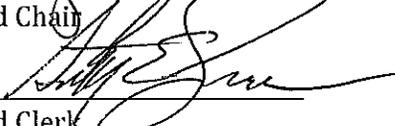
BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 12-24

Dated: 12-14-23

ALTERNATIVE TEACHER PROFESSIONAL PAY SYSTEM (Q-COMP)

MEMORANDUM OF UNDERSTANDING
Between
Independent School District No. 727, Big Lake,
And
Big Lake Education Minnesota

WHEREAS, Independent School District No. 727, Big Lake, (“District”) and Big Lake Education Minnesota (“BLEM”), agreed to collaboratively develop, plan and implement a career advancement compensation system which ensures opportunities for student and career growth, as well as qualify for Q-Comp funding by the Minnesota Department of Education (“MDE”); and

WHEREAS, the District and BLEM must enter into negotiations over all changes in terms and conditions of employment related to implementing an alternative teacher professional pay system;

WHEREAS, the MDE has approved the plan the District and BLEM jointly submitted for an alternative compensation system;

WHEREAS, the District and BLEM have mutually agreed to revisions to the ATPPS established in the MOU originally approved in 2022;

WHEREAS, the District and BLEM have mutually agreed that the previous MOU is no longer in force as of June 30, 2023 and has been replaced, in its entirety, with this MOU, signed and dated on January 25, 2024, effective July 1, 2023;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. If Q-Comp aid from the State of Minnesota or MDE is eliminated, all Q-Comp compensation to teachers shall cease effective June 30th of the fiscal year preceding. All alternative compensation funding from the State of Minnesota and from local alternative compensation levy shall be used exclusively for ATPPS or Q-Comp. The District may, at its discretion, supplement the funding of this program from the general fund or other funding sources. If the State increases the per capita dollar amount of alternative compensation funding, the extra funds will be allocated through a joint decision-making process between the District and BLEM.
2. Should there be any change to the alternative teacher professional pay systems statutes [Minn. Stats. §§ 122A.413 through 122A.41592011)], including changes to the expected level of funding, both parties agree to renegotiate the terms of the MOU. In such a case, neither party shall be obligated to continue participation in this program.
3. ATPPS will commence with the 2011-12 school year, contingent upon approval from the Union general membership and the district School Board. The District and the Union agree that the terms of this Memorandum of Understanding will continue into

successive years, unless by February 1 of a given year, the Union gives written notice of intent to vote on the continuation of Q-Comp. The District and Union may mutually agree to minor revisions to ATTPS during this time period without renewing the entire document.

Component 1: Career Ladder/Advancement Options—Provide career ladders or career advancement opportunities for teachers. The career ladder includes two positions with various duties and compensations:

A. Q Comp Oversight Committee

Job Description: Members will oversee that the Q Comp system is following protocol. The committee members will participate in the selection and hiring of teacher leaders and analyze relevant data and approve the measurement of Q Comp goals.

Oversight Committee Members

- Assistant Superintendent/Director of Teaching & Learning
- 4 Principals (one per building)
- Big Lake Education Minnesota President
- Big Lake Education Minnesota Vice-President
- 4 Peer Coaches (one per building)
- 4 Teacher Representatives (one per building) -Appointed

Qualifications:

- Highly qualified teacher per Minnesota licensure and federal standards.
- Knowledge of Q Comp and teacher evaluation state statutes.
- Tenured in the district preferred.
- Ability to manage information electronically.
- Lifelong learner with knowledge of or willingness to learn about current research-based best practices as outlined in the Big Lake Observation Framework.
- Demonstrates skills in organization, leadership, communication, presentation and collaboration.
- Flexible, self-motivated, collaborative and able to work with diverse teams.
- Commitment to school improvement in the district.
- A recommendation for serving on the Q-Comp Oversight Committee as an appointed member is two to five (2-5) years, with awareness given to having consistent members on the committee.

Responsibilities:

- Ensure Q Comp policies and procedures are maintained.
- Work with MDE on issues pertinent to Q Comp.
- Attend Q Comp meetings.
- Participate in the selection and hiring of teacher leaders.
- Analyze relevant data and approve the measurement of Q Comp goals.
- Coordinate the appeals process.
- Prepare communications for staff, school board, and MDE.
- Prepare materials and conduct the activities of the annual Q Comp Program Review.

Hiring Process (for appointed positions):

- The appointed positions will be posted electronically
- Personnel interested in applying for the appointed teacher representative positions of the Q-Comp Oversight Committee will complete an electronic application.
- The teachers at each building will appoint a teacher representative based on qualifications.

Evaluation:

- The Q Comp Oversight Committee members will be evaluated annually by the Assistant Superintendent/Director of Teaching & Learning.

Compensation:

- \$0 annual salary augmentation

Teacher Ratio:

- 1:25

B. Professional Learning Community (PLC) Facilitator

Job Description: Lead PLC meetings by developing meeting agendas, establishing a meeting schedule, facilitating meetings, preparing reports, and keeping records such as meeting minutes and attendance.

Qualifications:

- Highly qualified teacher per Minnesota licensure and federal standards.
- Tenured in District 727 preferred.
- Flexible, self-motivated, collaborative, and able to work with diverse teams
- Shows proficiency in communicating instructional strategies and skills to other teachers.
- Life-long learner with knowledge of or willingness to learn about current research based best practices that improve student learning.
- Demonstrates technology skills and a desire to “learn by doing.”
- Demonstrates skills in organization, leadership, communication and collaboration.
- A recommendation for serving as a PLC facilitator is three (3) years. PLC Facilitators are able to reapply upon completion of their term.

Responsibilities:

- Participate in scheduled PLC meetings and professional learning to support the development, implementation, and monitoring of building goals aligned to the School Improvement Planning (SIP) framework.
- Lead PLCs in best-practice instructional strategies
- Develop meeting agendas.
- Facilitate team meetings to assure that the team is working toward site goals.
- Prepare and report minutes (including attendance) of the meetings.
- Participation in required training.

Hiring Process:

- PLC team compositions will be determined at the building level.
- PLC facilitator positions will be posted with job responsibilities and qualifications.
- Interested staff will submit an application to building principals. The building principal will make the selection.

Evaluation:

- PLC team facilitators will be evaluated by building principal.

Additional Compensation for PLC Team Facilitators:

- \$1000 for leading PLCs.

Teacher Ratio:

- 1:6-8

C. Peer Coach

Job Description: This position will provide peer coaching, collaboration, & observation work with each teacher. The Peer Coach will schedule a minimum of four interactions per year with each teacher in order to support teachers with their Professional Growth Plans (PGP).

Peer Coaches will help to coordinate Professional Development and reflections.

Qualifications:

- Highly qualified teacher per Minnesota and federal standards.
- Ability to remain impartial and objective.
- Have a background of professional development and experience, with seven or more years teaching experience and five years or more experience in Big Lake Schools preferred.
- Be proficient in high yield instructional practices.
- Have experience and training in a wide range of instructional and student management strategies.
- Collaborator who will work with various teams and staff to design and improve professional development.
- Ability to interpret disaggregated student data and work to design instructional strategies to support student achievement gains.
- Demonstrates a high degree of technology skills and a desire to “learn by doing.”
- A recommendation for a minimum of a two-year term commitment, with a maximum of five years per term, with awareness given to having consistent members in the position. Coaches are able to reapply upon completion of their term.

Responsibilities:

- Coordinate the Q Comp record-keeping system, with Assistant Superintendent being responsible to submit records to MDE.
- Gather relevant data for the measurement of Q Comp goals with assistance from Assistant Superintendent.
- Participate in the planning and coordination of staff development opportunities.
- Monitor PLC function to ensure district consistency.
- Provide coaching and support for teachers, PLC facilitators, and mentors.
- Provide coaching and mentoring to new teachers on an as-needed basis, with participation in new teacher orientation recommended.
- Facilitate connections among teachers through peer-to-peer observations where applicable, by serving as a substitute if needed.
- Schedule, plan, and participate in Peer Coach meetings.
- Oversee teachers’ PGP and reflections throughout the year.
- Monitor PGP schedules to facilitate completion by established dates.
- Meet with and assist teachers in choosing and setting goals for their PGP.
- Meet with teachers each trimester for the coaching cycle to collaborate, coach, or co-plan regarding PGP.

- When necessary, provide teachers with information regarding effective strategies and education opportunities to assist with the teacher's progress toward proficiency.
- Work with the building administrator to plan PLCs.
- Attend all training and team meetings as required.
- Attend Cognitive Coaching or similar training as required by the district.

Hiring Process:

- Peer Coach positions will be posted by building with job responsibilities and qualifications.
- Interested staff will submit an application. Assistant Superintendent of Teaching & Learning, building principal(s) and representation of the Q-Comp oversight committee will make the selection.

Evaluation:

- Peer Coaches will be supported by the Assistant Superintendent/Director of Teaching & Learning and the Q Comp Oversight Committee. Building principals and/or the Assistant Superintendent/Director of Teaching & Learning will evaluate peer coaches.

Additional Compensation for Peer Coaches:

- Peer coaches receive an additional \$1,000 per year and are eligible to receive all performance pay.

Ratio:

- 1:60

Note: Mentor positions are part of the contract.

Component 2: Job-embedded Professional Development—Provide integrated, job embedded, ongoing, site-based and teacher-led professional development activities to improve instructional skills and learning that are aligned with student needs under section 122A.41 and led during the day by trained teacher leaders. As the focus for the Q Comp plan, the district has selected the following student achievement goals from the Educational Improvement Plan (EIP):

- See this [goal sheet](#) for Big Lake School's goals.
- PLC teams at each site will be configured for maximum student benefit. At each site, teams will meet weekly.

Component 3: Teacher Observation/Evaluation-Create an objective and comprehensive teacher evaluation system based on the educational improvement plan, the staff development plan, and multiple evaluations of a teacher's performance conducted by a locally selected and trained evaluation team that includes observations of instructional practice.

- The objective teacher evaluation system must establish a three-year professional review cycle for each teacher that includes:
 - An individual growth and development plan.
 - A peer review process.
 - At least one summative evaluation performed by a qualified and trained evaluator, such as a school administrator. The summative evaluation must include an overall, detailed description of the three-year professional review cycle.
- Each probationary teacher will be observed three times per year by administration.-

Component 4: Performance Pay: Describe how teacher performance measures of student academic achievement and progress under section 122A.414, subdivision 2, clause 3 align with at least 60 percent of increases in teacher compensation within the performance pay system. A teacher's compensation will be based on the following factors:

- Licensed staff members who meet their site student achievement goal, as stated and measured on the Big Lake Q Comp Goal Sheet, will receive \$10.
- Licensed staff members whose PLC meets their SMART goal, as measured by growth from FALL to SPRING on Fastbridge or another approved student assessment, will receive \$10.
- Licensed staff members who complete all components and show proficiency and growth on their yearly Professional Growth Plan through documentation of evidence and reflections will receive an equal portion of the remaining dedicated Q-Comp fund balance. For the 2023-24 year ONLY, performance pay will be \$1280, future years will be determined by taking the remaining dedicated Q-Comp fund balance and dividing it equally as explained in this section

Component 5: Alternative Salary Schedule Reform the steps and lanes salary schedule in order to tie pay to teacher performance and student achievement:

- The district has reformed the salary schedule by changing how teachers move vertically through it. Under the new salary schedule, teachers will only make vertical movement if they complete all components and show proficiency and growth on their yearly Professional Growth Plan through documentation of evidence and reflections.
- The goals for each site will be updated based on year-end standardized data prior to October 1 of each year and resubmitted to MDE.
- A final ratified master agreement including the salary schedule will be submitted to MDE along with a copy of the official school board resolution and a copy of the teachers union vote certification.
- The appropriate documentation for these conditions must be sent to MDE. As part of the program, MDE will be working with the Big Lake School District to conduct an annual program review as part of the report requirement in Minnesota Statutes, section 122A.414.

Note: To participate in Q-comp, a union eligible teacher needs to be employed by Big Lake Schools for a minimum of 120 days. In order to receive the stipend, teachers MUST complete all parts of PGP/TD&E. This also allows movement on the salary schedule. Special circumstances like medical, maternity, etc. leave will be on a case by case basis as determined by the Q-comp Oversight Committee.

4. Seniority Exception for Q-Comp Leadership Positions

Notwithstanding Minn. Stat. § 122A.40 (2011) and Article XII, Unrequested Leave and Seniority List, per BLEM Master Agreement, teachers shall not have the right to bump into or be recalled to the Professional Learning Community (PLC) Facilitator or Peer Coach positions on the basis of seniority.

The District reserves the right to withhold any salary increases for just cause pursuant to Section 7.3 of the Master Agreement.

5. Any Q-Comp aid received by the District from the State of Minnesota or MDE that is not used to compensate teachers during a fiscal year will be transferred to a Q-Comp fund where the funds will remain in a reserved account to be used for future school years.

6. This agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stats. §§ 122A.414, 122A.4144, and 179A.01 et seq.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727

Kelly Jurek
Kelly Jurek, President

Donna Reason
Board Chair

Debbie Brown
Board Clerk

Dated: 1-30-24

Dated: 1-25-24

MEMORANDUM OF UNDERSTANDING

BETWEEN

Big Lake Independent School District # 727 (hereinafter referred to as "District")

AND

Big Lake Education Minnesota (BLEM) (hereinafter referred to as "Union")

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in LETRS by Lexia or OL&LA by Consortium on Reaching Excellence in Education; and,

WHEREAS the total anticipated number of hours of training required for LETRS and OL&LA will be completed during contracted time except for approximately 3 days for LETRS and 1 day for OL&LA

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between July 1, 2024 and July 1, 2025 and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

District will schedule the majority of training requirements, according to vendor recommendations, during contract time.

Teachers will earn additional compensation as follows, for training requirements, outside of contracted time, according to vendor recommendations:

- Three (3) days for LETRS OR 1 day for OL&LA

3. Credit Recognition

Language found in Article VII, Section 7.5 does not apply to this training.

Teachers are not eligible to apply graduate credits from the state sponsored LETRS or OL&LA training toward a lane change, due to the training taking place during contract time and/or additional compensation provided as per this MOU.

4. Proof of completion and payment timeline

In all cases, participating teachers shall submit proof of successful training completion in the form of a transcript to Minda Anderson, Assistant Superintendent of Teaching and Learning by May 1, 2025. If proof of successful training completion is provided by May 1, payments will be processed in June.

7. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute.

8. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025. The requirements for 25-26 LETRS training will be discussed in the negotiations for the 25-27 contract.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

Tonya Reasoner
Tonya Reasoner

For the Union:

KELLY JUREK
Kelly Jurek

Dated:

9/26/2024

Dated:

9-13-24

MEMORANDUM OF UNDERSTANDING
Preschool Teachers - Grandfathered In Benefits 2024-2025

WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, the 2023 legislation allowed for Preschool Teachers to be a part of the Teacher contract.

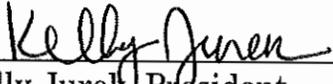
WHEREAS, Casey Mork and Sara Golder were eligible for a match of \$2,500 in the tax deferred savings plan as a non-affiliated employee. The district has agreed to match this amount for the 2024-2025 school year.

WHEREAS, Casey Mork was eligible for a \$1,000 deposit into the employee's account with the Minnesota Health Care Saving Plan each year after 5 years of service with the District as a non-affiliated employee. The district has agreed to match this amount for the 2024-2025 school year.

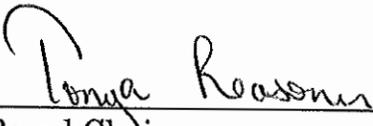
THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2025.

Big Lake Education Minnesota

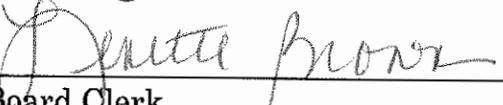
BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 9-14-24

Dated: 9/26/2024

MEMORANDUM OF UNDERSTANDING
Fitness Center Discount

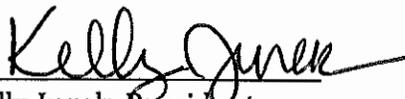
WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, the Fitness Center offers a discounted rate to residents of Big Lake starting in the Fall of 2024. BLEM members are eligible for the discounted rate to residents of Big Lake.

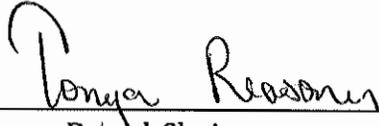
THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2025.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair

Board Clerk

Dated: 9-13-24

Dated: 9/26/2024

MEMORANDUM OF UNDERSTANDING
EPIC Advisor

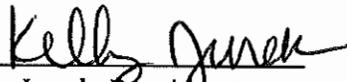
WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, the EPIC Advisor has not been on the Activities schedule of the contract previously. It has been funded through a combination of grant (\$2,000) and county funds (\$1,800). The funding from the grant will continue through the school year 2025-2026, the funding from the county will cease after the 2023-2024 school year. The School District has agreed to provide the \$1,800 each year of the 2024-2025 and 2025-2026 school years for the EPIC Advisor to maintain the full \$3,800 annual stipend.

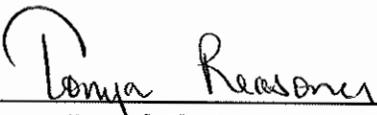
THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2026.

Big Lake Education Minnesota

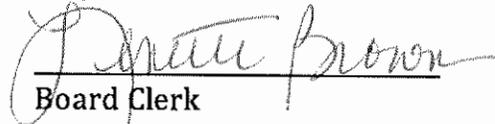
BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 9-14-24

Dated: 9/26/2024

MEMORANDUM OF UNDERSTANDING
Preschool Teachers 2024-2025

WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to an agreement on the contract for 2023-2025; and

WHEREAS, the 2023 legislation allowed for Preschool Teachers to be a part of the Teacher contract.

ARTICLE XX

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

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

Section 2. Probationary Period: Time spent as a preschool, school readiness, school readiness plus, or prekindergarten instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A preschool, school readiness, school readiness plus, or prekindergarten instructor shall serve a probationary period of 180 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. Instructors who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

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

Section 4. Discipline: The School District shall have the right to impose discipline on preschool, school readiness, school readiness plus, and prekindergarten

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

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

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

Section 7. Holidays: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall receive holiday pay if the holiday falls within their assigned work year and on a day that they are regularly scheduled to work. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday. The following days are observed as holidays: President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day.

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

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,

ARTICLE V, TEACHER RIGHTS/RESPONSIBILITIES,

ARTICLE IX, GROUP INSURANCE,

ARTICLE X, LEAVES OF ABSENCE,

ARTICLE XI, WORKER'S COMPENSATION,

ARTICLE XVI, GRIEVANCE PROCEDURE,

ARTICLE XIX, DURATION,

ARTICLE XVIII, MATCHING TAX DEFERRED SAVINGS PLAN.

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

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VII, EXTRA COMPENSATION,

ARTICLE XI, HOURS OF SERVICE,

ARTICLE XII, LENGTH OF THE SCHOOL YEAR,

ARTICLE XIII, PART-TIME POSITIONS,

ARTICLE XV, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY LIST,

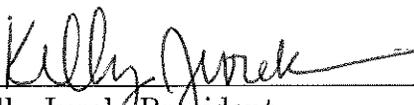
ARTICLE XVII, SEVERANCE PAY,

ARTICLE VI, EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE) TEACHERS.

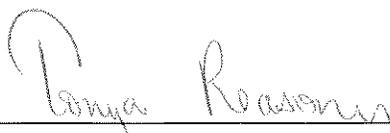
THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2023-2025 Master Agreement and shall remain in effect through July 31, 2025.

Big Lake Education Minnesota

BIG LAKE SCHOOL DISTRICT ISD 727



Kelly Jurek, President



Board Chair



Board Clerk

Dated: 11/18/24

Dated: 11/21/24

Schedule C

Step 1	\$ 32.00
Step 2	\$ 32.80
Step 3	\$ 33.62
Step 4	\$ 34.46
Step 5	\$ 35.32
Step 6	\$ 36.21
Step 7	\$ 37.11
Step 8	\$ 38.04
Step 9	\$ 38.99
Step 10	\$ 39.96
Step 11	\$ 40.96
Step 12	\$ 41.99
Step 13	\$ 43.04
Step 14	\$ 44.11
Step 15	\$ 45.22

MEMORANDUM OF UNDERSTANDING
Building Substitute Teachers 2024-2025

WHEREAS, Big Lake Education Minnesota (BLEM) and the Big Lake School District are parties to a collective bargaining agreement (CBA) governing the terms and conditions of licensed teachers who are part of the teacher bargaining unit for the period of July 1, 2023 to June 30, 2025; and

WHEREAS, in 2023 and 2024 the state legislature modified the Public Employment Labor Relations Act (PELRA), specifically Minnesota Statutes, section 179A.03, to include certain temporary and casual employees to be included within the definition of a “public employee”, thereby potentially bringing more licensed substitute teachers into the definition of a unit member under the CBA, including some teachers with a short-call substitute license, to the extent they otherwise meet the definition of a “public employee” pursuant to PELRA; and

WHEREAS, Building Substitute Teachers are a specific position created by School District to include licensed teachers that have a minimum requirement of a short-call substitute license and who agree to a schedule to sub in one or more licensed teaching positions in a school each student contact day for one school year; and

WHEREAS, because the current CBA was negotiated prior to these legislative changes, the current CBA does not address the terms specific to the inclusion of Building Substitute Teachers within the bargaining unit; and

WHEREAS, the Parties wish to enter into this MOU to add a new Article to clarify the terms and conditions of employment of the Building Substitute Teachers within the bargaining unit.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED by the and between the Parties as follows:

1. The current 2023-2025 CBA is hereby amended, by adding to it an additional Article, as follows:

ARTICLE XXI

BUILDING SUBSTITUTE TEACHERS

Section 1. Bargaining Unit Inclusion. This Article shall apply only to those substitute teachers that meet the definition of a “public employee” pursuant to Minnesota Statutes, section 179A.03, subdivision 14 (as amended).

Section 2. Probationary Period: Pursuant to Minnesota Statutes, section 122A.44, time spent as a Building Substitute Teacher may count toward the applicable probationary period in Minnesota Statutes, section 122A.40, of a

Building Substitute Teacher who holds a Tier 2, Tier 3 or Tier 4 license. The School District shall not be obligated to offer a new annual Building Substitute contract and may terminate the contract during its term pursuant to Minnesota Statutes, section 122A.44. Upon completion of the applicable probationary period under Minnesota Statutes, section 122A.40, the continued employment of a Building Substitute Teacher shall be governed by Minnesota Statutes, section 122A.40.

Section 3. Seniority and ULA: Building Substitute Teachers shall be entitled to seniority to the extent a teacher has satisfied the probationary terms of employment and to the extent the teacher has a Tier 3 or 4 teaching license on file with the District Office and has attained continuing contract status as of January 15 of the year in which reductions are made.

Subd. 1 – Unrequested Leave: Article XII, Unrequested Leave and Seniority List, shall not apply to Building Substitute Teachers. Building Substitute Teachers shall not accrue seniority on the K-12 teacher seniority list and may not bump a K-12 teacher or other teacher covered by this CBA. K-12 teachers, ECFE and other teachers covered by the CBA similarly shall not bump a Building Substitute Teacher.

Subd. 2 – Seniority List. A separate seniority list shall be maintained for Building Substitute Teachers. Seniority shall be defined as the effective date on which the teacher is hired as a regularly scheduled Building Substitute Teacher. If there is a tie, it will go to the date the substitute teacher contract was received in the District Office.

Subd. 3 – Reduction in Force. When it is necessary to reduce the number of Building Substitute Teachers, layoff shall occur first with those teachers who do not have a Tier 3 or 4 license on file as of January 15 and/or have not satisfied the probationary period as set out in Section 3. Those teachers shall be advised prior to July 1 that they will not be offered another Building Substitute Teacher contract the following year due to layoffs. The order of these layoffs shall be determined by the sole discretion of the School District. Building Substitute Teachers who have completed the probationary period and attained seniority rights shall then be placed on unrequested leave of absence in inverse order of seniority in accordance with the procedures set forth in Minnesota Statutes, section 122A.40, subdivision 5. Building Substitute Teachers shall be on an unrequested leave of

absence for a period of one year after which the right to reinstatement shall terminate. Teachers shall be reinstated to available positions within said one year period in inverse order in which the teachers were placed on ULA. To be entitled to such reinstatement, teachers must notify the School District of their current address and acceptance of the offer of reinstatement within ten business dates of the date of the notice of the offer of reemployment or such offer shall be deemed to be waived and there shall be no further right to reinstatement.

Subd. 4 – Movement to K-12 Positions. Building Substitute Teachers who apply for and receive a K-12 teaching position shall have Article XII applied to them upon commencement of employment in the K-12 position and credit for any probationary period accrued to them in accordance with this section while employed in a Substitute Building Teacher position.

Section 4. Discipline: The School District shall have the right to impose discipline on Building Substitute Teachers for just cause. Discipline shall consist of an oral reprimand, written reprimand, suspension with pay, and suspension without pay. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the Building Substitute Teacher and the Principal shall be held prior to the imposition of a written reprimand or suspension with or without pay. Disciplinary action may be grieved up to Level III of the grievance procedure but may not be carried to arbitration. Terminations during the contract term shall be conducted in accordance with Minnesota Statutes, section 122A.44 or, as applicable, pursuant to Minnesota Statutes, section 122A.40 once the appropriate probationary period has been satisfied.

Section 5. Hours of Service/Assignment of Duties: The hours of service and specific assignment for Building Substitute Teachers shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District's programs.

Section 6. Compensation: Building Substitute Teachers shall be compensated at a rate of \$225 per full day, or such other method as the Parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 7. Sick Leave. Building Substitute Teachers shall earn and be entitled to use sick leave pursuant to the School District's ESST Policy and Procedures.

Section 8. Group Insurance Building Substitute: Individuals serving as regular building substitutes shall be entitled to participate in the District's group health insurance plans. The School District shall contribute \$370.63 for single coverage on the HSA plan only. There are no contributions towards any elections of family coverage; no contribution towards a single coverage on the High or Value plan.

Section 9. Applicable Sections of the Master Agreement: Building Substitute Teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS, ARTICLE IV, SCHOOL DISTRICT RIGHTS, except Section 4.5,

ARTICLE V, TEACHER RIGHTS/RESPONSIBILITIES, except that with respect to Section 5.7 the grounds for termination shall be under Minnesota Statutes, section 122A.44. Section 5.8 also shall not apply,

ARTICLE IX, GROUP INSURANCE,

ARTICLE XI, WORKER'S COMPENSATION,

ARTICLE XIV – HOURS OF SERVICE,

ARTICLE XV – LENGTH OF THE SCHOOL YEAR,

ARTICLE XVI, GRIEVANCE PROCEDURE, except Section 16.6 related to arbitration shall not apply, and

ARTICLE XIX, DURATION.

Section 10. Sections of the Master Agreement Not Applicable: Building Substitute Teachers shall not be eligible for the following articles of the Master Agreement:

Article VI – EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE) TEACHERS,

ARTICLE VII, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VIII, EXTRA COMPENSATION, ARTICLE X, LEAVES OF ABSENCE,

ARTICLE XII – UNREQUESTED LEAVE OF ABSENCE AND SENIORITY LIST,

ARTICLE XIII, PART-TIME POSITIONS,

ARTICLE XVII, SEVERANCE PAY,

ARTICLE XVIII, MATCHING TAX DEFERRED SAVINGS PLAN,

ARTICLE XX, PRESCHOOL, SCHOOL READINESS, SCHOOL READINESS PLUS, AND PREKINDERGARTEN INSTRUCTORS (per MOU),

MOU's, including but not limited to Alternative Teacher Professional Pay System (Q-COMP).

2. The remainder of the CBA shall remain the same.
3. This MOU shall remain in effect during the duration of the current CBA and until such time as a successor to the CBA takes effect.
4. Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the School District and BLEM. No Party may submit this MOU, or any testimony regarding this MOU, in any proceeding as evidence of a precedent or practice, except for purposes of enforcing the terms of this MOU.
5. This MOU shall for all purposes be deemed to have been mutually drafted.
6. This MOU constitutes the entire agreement between the Parties relating to the subject matter described in this document. No Party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of the current CBA. No changes to this MOU are valid unless they are in writing and signed by all Parties.
7. The provision for this MOU shall be severable if any provisions hereof or the application of any such provisions under any circumstances is held invalid by a court of competent jurisdiction and such holding shall not affect any other provision of this MOU or the application of any other provision hereof.
8. This MOU may be signed in counterpart, and once executed by all the Parties, whether in a single instrument or several instruments, shall constitute the agreement of the Parties for any and all purposes.

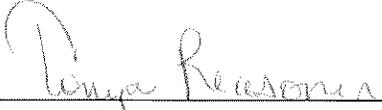
IN WITNESS WHEREOF, the Parties have entered into this MOU on the dates shown below. By signing below, each Party specifically acknowledges that it has read this agreement and that it understands and voluntarily agrees to be legally bound by all terms of the MOU.

**Big Lake Education Minnesota
Big Lake**

Independent School District No. 727,



Kelly Jurek, President



Donna Reesman
Board Chair



Jenita Brown
Board Clerk

Dated: 1-16-25

Dated: 1-22-25