

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 111

AND

EDUCATION MINNESOTA – WATERTOWN-MAYER

**2023-2024 & 2024-2025
SCHOOL YEARS**

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ARTICLE I: PURPOSE

THIS AGREEMENT is entered into between Independent School District No. 111 Watertown, Minnesota, hereinafter referred to as the School District and Education Minnesota – Watertown-Mayer, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teacher during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition: In accordance with PELRA, the School District recognizes Education Minnesota – Watertown-Mayer as the Exclusive Representative of the teachers employed by the School Board of Independent School District No. 111 which, as exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

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

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment: “Terms and Conditions of Employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of a school district. “Terms and Conditions of Employment” is subject to the provisions of PELRA.

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

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

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel (M.S. 179A.07: Rights and obligations of employers). The rights and responsibilities shall be executed by the School District in conformity with the provisions of this Agreement.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform teaching and nonteaching services prescribed by the School District and shall be governed by the laws issued of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officers of the School District. The Exclusive Representative also recognizes the rights, the obligation and the duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. It is further recognized that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws, rules and regulations of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V: TEACHER RIGHTS

Section 1. Rights 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 the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the 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 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for teachers with the School Board of such unit.

Section 3. Union Membership Dues Deduction:

Subd. 1. Union Dues: Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one-fourteenth (1/14) of such dues from the regular paycheck of the bargaining unit member for each pay period for 14 consecutive pay periods. The deductions will begin the first pay period in October and end the second pay period in April. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District equally between existing pay periods between the date of the bargaining unit members' first pay date and May 15. Dues authorization continues from year to year unless the bargaining unit members authorize a change by submitting a written notice to the local president within the member's drop window.

Subd. 2 Drop Window: Education Minnesota and many other labor unions employ a drop window to maintain the predictability of the union to provide services to members. The drop window is the period of time during which members must notify the union if they intend to drop their membership. The Education Minnesota drop window is from September 1 to September 30. A member seeking cancellation must provide written notice to the Union President during the drop window.

Section 4. Meet and Confer: Under provisions of PELRA, the School District shall meet and confer with the Exclusive Representative on matters as identified in this law. Each fall, a minimum of three (3) Meet and Confer session dates shall be established.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19 (Employment; contracts; termination; Records relating to individual teacher, access; expungement), as amended, all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense (material costs, not personnel costs) and to submit for inclusion in the file written information in response to any material contained therein. Each teacher shall be promptly furnished with a copy of all evaluative and disciplinary entries placed into his/her permanent personnel file.

Section 6. Academic Freedom: Academic freedom is essential to the fulfillment of the educational purposes of the School District. Therefore, teachers have the right to introduce into classroom presentation and discussions politically, religiously or otherwise controversial materials, provided that said material is relevant to the course content, that the material is suitable to the students' background and maturity, and the teacher presents or arranges for the presentation of both sides of issues on which there exist conflicting opinions, after consultation with a leadership team representative within their department, the grade level chair, or the department chair and with the approval of the supervising principal.

Section .7 Teacher Evaluation:

Subd. 1. Evaluation: All written evaluations must be conducted openly and with full knowledge of the teacher. Casual observations may be conducted with or without the knowledge of the teacher, but these casual observations shall not be the sole basis for written evaluation.

Subd. 2. Right to Second Evaluation: Any teacher who believes that an evaluation of his/her performance is unjust, incorrect, or represents poor evaluation shall have the right to a second evaluation within thirty (30) calendar days by a certified supervisor. The second evaluation shall not be conducted by the original evaluator.

Section 8. Notification of Staff Openings: Prior to filling the position, the School District shall post all permanent teaching vacancies on the district's website for a minimum of five (5) business days.

ARTICLE VI: TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section 1. Certification: No teacher shall be employed for a regular teaching assignment that does not have a bachelor's degree from an accredited college or university, and/or a teaching license issued by the State of Minnesota.

Section 2. Assignment:

Subd. 1. Scope: Teachers shall not be assigned outside the scope of their teaching licenses and their major or minor field of study without their mutual consent.

Subd. 2 Teacher Assignment Requests: By March 1, all teachers may submit a request for their teaching assignment for the upcoming year with rationale for the request. If a teacher receives an assignment other than his or her request, he/she may meet with the principal and discuss the decision. After the meeting, the reasons for the decision will be provided in writing if requested by the teacher.

Section 3. Teacher Assignments: All teachers shall be given written notice of their tentative assignment for the coming year by approximately May 1st. In the event that changes in such assignments are proposed, all teachers affected shall be notified at least fifteen (15) working days prior to the proposed change and consulted about the nature and extent of the change.

Section 4. Additional Assignments: Any assignment in addition to the normal teaching schedule during the regular school year shall not be obligatory but will be with the mutual consent of the teacher and the School District.

ARTICLE VII: LENGTH OF SCHOOL YEAR

Section 1. Calendar: The School District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year. The School Board and the Exclusive Representative shall meet and confer to discuss a school calendar prior to April 1 of each school year. The School Board will have final approval of the school calendar. The teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Teacher Duty Days: The school year shall consist of 182 duty days which shall include two or more workshop days prior to the first student contact day.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. Calendar Modifications: In the event of severe weather, or other exigency, the School Board reserves the right to change the normal duty day in the following manner: First, modification to a Flex Learning Day per the District's Flex Learning Plan. Second, if the number of Flex Learning Days that have been used has met the maximum amount that is allowable by state statute, cancellation will occur and up to two days will be allocated for teachers to perform staff development work as agreed upon by the administration and the Exclusive Representative. Third, once the Flex Learning days and the 2 days of cancellation have been exhausted, the school calendar may be altered to meet educational goals.

It is understood that in unforeseen circumstances such as an energy shortage where a Flex Learning day is not feasible, the district may cancel or modify as deemed necessary.

Subd. 2. School Day Length: In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of weekly hours shall not be increased. For example, a four (4) day week with increased hours per day shall not exceed the regular five (5) day week.

Subd. 3. Meet and Confer : Prior to modifying the length of the school day, scheduling make-up days, or any other calendar alterations pursuant to this Section, the School District shall afford to the Exclusive Representative the opportunity to meet and confer on such matters.

ARTICLE VIII: TEACHER WORK DAY AND HOURS OF SERVICE

Section 1. Basic Day: The teaching day shall consist of a continuous eight hour day. On Fridays or on days preceding holidays/vacations, the teacher's day shall end at the close of the pupil's day.

Section 2. Lunch Period: All teachers shall be entitled to a duty-free, continuous lunch period of not fewer than 20 minutes.

Section 3: Normal Weekly Teaching Load

Subd. 1. Classroom Instructional Time: Teachers shall be scheduled for a maximum of three hundred sixty (360) minutes of regular classroom instructional time within the teacher’s basic day, averaging during a week.

- a) Early childhood and Pre School Grade - Primary School: The school district shall assign the number of days and the hours per day in accordance to the below chart. All assignments shall be on an as-needed basis and shall also be determined by the fiscal limitations of the program. An early childhood teacher FTE will be determined by adding all of the assigned class total time hours + the number of staff development and conference hours from the current school year calendar.

Contact Time Hours	Prep Time Hours	Non-Contact Hours	Total Time - Hours
.25 - .75	.25	.25	1.25
1	.25	.25	1.5
1.25	.25	.25	1.75
1.5	.25	.25	2
1.75	.29	.29	2.33
2	.33	.33	2.67
2.25	.38	.38	3
2.5	.42	.42	3.33
2.75	.46	.46	3.67
3	.5	.5	4
3.25	.54	.54	4.33
3.5	.58	.58	4.67
3.75	.63	.63	5
4	.67	.67	5.33
4.25	.71	.71	5.67
4.5	.75	.75	6
4.75	.79	.79	6.33
5	.83	.83	6.67
5.25	.88	.88	7
5.5	.92	.92	7.33
5.75	.96	.96	7.67
6	1	1	8

- b) Grade K - 4 - Elementary School: A teaching load for a full-time teacher will not exceed 10 - 30-minute periods of pupil teaching contract time per day and 60 minutes of non teaching time. A part time teacher’s FTE will be determined by the total number of 30 minute periods teaching / 10. Any calculation over 1.0 will be considered an overload.
- c) Grades 5 - 12 - Secondary School:
- i) 4 Block Day: A teaching load for a full time teacher will consist of:

- a. Three (3) blocks of approximately equal lengths but not to exceed 90 minutes each,
- b. One (1) block with approximately two-thirds ($\frac{2}{3}$) being prep time and one third ($\frac{1}{3}$) being supervisory time,
- c. A possible student advisory period.

A part time teacher's FTE will be determined by the total number of 90-minute periods teaching / 3. Any calculation over 1.0 will be considered an overload.

- ii) 7 Period Day: A teaching load for a full time teacher will not exceed 5 - 60 minute periods of pupil contract time per day and 60 minutes of non teaching time. A part time teacher's FTE will be determined by the total number of 60 minute periods teaching / 5. Any calculation over 1.0 will be considered an overload.
- iii) Combination Assignments: The FTE for a teacher working shall be $b/3 + p/5$ where b equals the number of blocks taught and p equals the number of 7 periods taught in a week.

Subd 2 - Preparation Time: In general, for each thirty (30) minute of regular classroom instructional time, assigned as described in Subd. 1 above, a teacher will normally be provided a minimum of five (5) minutes of preparation time. While the School District will make an effort to provide such daily preparation time, the provisions of this subdivision permit the averaging of such time on a weekly basis. Moreover, such preparation time may be interrupted, modified or rescheduled as necessary to attend to other responsibilities within reason. The School District shall attempt a continuous preparation time whenever possible.

Subd 3 - Other Responsibilities: During the remaining hours of the teacher's basic day when the teacher is not assigned regular classroom instructional time as described in Subd. 1 or preparation time as described in Subd. 2, the teacher will be available for individual help for students; parent conference; staff, department, or curriculum meetings; or other related tasks as assigned by the School District.

Subd 4 - Supervision Exceptions: Secondary teachers on overload, shared staff, and SPED teachers shall not be assigned supervision regardless of their number of daily preps. All other teachers may be assigned supervisions, within reason, on a rotating basis at the discretion of administration.

Section 4 -Building Hours / Schedules: The specific hours at any individual building may vary according to the needs of the School District. The specific hours for each building will be designated by the School District. In the event the District makes a change in daily building schedules, language in this article will be modified to reflect that change.

Section 5. School Meetings: Time spent in school meetings or School District-initiated conferences outside of the normal teaching day shall be reflected in adjusting the starting time on succeeding days. This shall apply only when the normal teaching day has exceeded eight hours. In each case, teachers will report fifteen minutes before the start of the student's day.

ARTICLE IX TEACHER: FACILITIES

Section 1. Facilities:

Each school shall have the following facilities:

Subd. 1. Faculty Lounge: An appropriately furnished room shall be reserved for the use of teachers as a faculty lounge. The lounge will be cleaned by the custodial staff.

Subd. 2. Telephones: Telephones will be located in strategic areas in each building.

Subd. 3. Dining Area: A private dining area shall be reserved for the use of teachers.

Subd. 4. Parking: Off-street parking facilities will be provided for teachers at no cost.

Section 2. Transportation:

The School District shall provide or arrange transportation for individual students or groups of students when they are attending approved events. Teachers shall not be required to transport students in their personal vehicles.

ARTICLE X: COMPENSATION

Section 1. Basic Compensation

Subd. 1. 2023-2024 Rates of Pay: The salaries reflected in Schedule A shall be effective only for the 2023 - 2024 school year subject to the provisions of Section 2 below.

Subd. 2. 2024-2025 Rates of Pay: The salaries reflected in Schedule B shall be effective only for the 2024 - 2025 school year subject to the provisions of Section 2 below

Subd. 3 Step Advancement: As negotiated during the compensation negotiation discussion, teachers will advance one increment on the salary schedule for 2023-2024 school year and teachers will advance one increment on the salary schedule for the 2024-2025 school year.

To qualify for a step advancement at the beginning of a school year, a teacher must work the equivalent of at least 0.4 FTE teaching position at Watertown-Mayer during the previous school year. For teachers who do not work at least 0.4 FTE, yearly FTE figures will be added until the teacher reaches the 0.4 FTE threshold, thus qualifying him or her to advance a step at the beginning of a school year. When a step has been granted, that part-time teacher's cumulative FTE shall be set at zero for subsequent calculations.

Section 2. Salary Schedules:

Subd,1 Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of the Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

Subd. 2. Withholding of Salary Increases: A teacher's advancement is subject to the right of the School District to withhold increments, lane changes or other salary increases for just

cause. A salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and has been given reasonable opportunity to correct such deficiency. An action withholding a salary increase shall be subject to the grievance procedure.

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

Subd. 1. Prior Experience: A new teacher who has experience in another school system or in other fields of endeavor may be placed on the lane and step of the salary schedule commensurate with experience. The School District reserves the right to negotiate a lower or higher step placement with the teacher.

Subd. 2. Conversion Formula: For purposes of placement on the salary schedule, conversions between quarter credits and semester credits shall be accomplished using the following formula: “ $Q = 1.5 \times S$ ” where “Q” equals the number of quarter credits and “S” equals the number of semester credits.

Subd. 3. Germane: Germane means credits taken in subject areas directly related to the major and/or minor certification of a teacher or credits taken in areas in which the teacher is currently assigned. Credits considered for application on any lane of the salary schedule must be germane as determined by the Professional Growth Committee which has the final power to sustain or deny credit requests.

Subd. 4. Grade and Credits: Credits beyond a bachelor’s degree must be graduate credits and carry a grade of B or higher. Undergraduate credits to complete a major in a given assigned area may be approved in advance by the Superintendent.

Subd. 5. Prior Written Approval: All credits to be considered for lane change must have prior approval by the Professional Growth Committee’s teacher representative and the Superintendent after receipt of all transcripts verifying completion of the credits.

If the Superintendent and/or teacher representative does not approve a credit or does not accept a lane change request, the teacher may request the forwarding of their application to the full site Professional Growth Committee, which may approve the credits or lane change request by majority vote. Each site’s Professional Growth Committee shall consist of a teacher from that site selected by the Exclusive Representative, an administrator from that site, the Superintendent, and one School Board member. A substitution may be made in cases involving a teacher who serves on the committee.

Subd. 6. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year.

Credits submitted and approved on or before September 15th shall entitle the teacher to the entire applicable lane increment if the teacher provides written verification of qualified credits to the Superintendent’s office on or before September 15th and an official transcript verifying earned credits to the Superintendent’s office on or before October 15th.

Credits submitted and approved after September 15th and on or before January 31st shall entitle the teacher to the one-half (1/2) the applicable lane increment if the teacher provides

written verification of qualified credits to the Superintendent’s office on or before January 31st and an official transcript verifying earned credits to the Superintendent’s office on or before February 28th.

Subd. 7. Advanced Degree Program: A teacher shall be paid on the master’s lane or higher lane only if the degree program is germane to the teacher assignment as approved by the Professional Growth Committee.

Subd. 8. Placement of Positions Requiring a Special Masters Degree for Licensure: The School District may grant advance approval to treat the completion of a special master’s degree program directly related to a teacher’s current teaching assignment as the equivalent of completing the requirements for a salary lane beyond the M.A. in field, such as the M.A.+10 or M.A.+20 salary lane. Approval for such an equivalency will require at least a showing that the special master’s degree program includes substantial additional course credits beyond the requirements generally applicable to the M.A. in field. (E.g. a Master’s Degree in Social Work requiring a B.A. degree plus 53 semester course credits compared to 30 semester credits generally required for an M.A. in other fields may be approved as the equivalent of an M.A.+20.). In the case of placement on the MA +10 lane, further advancement to the MA +20 lane will be based only on courses taken after the completion of the special master’s degree program.

Section 4 . Career Increments: Full-time teachers, whose approved step level is greater than the fourteen (14) steps in Schedule A and B, shall qualify for a yearly career increment using the below schedule for the 2023-2024 and 2024-2025 school years. The rates shall not be cumulative. Once granted, a career increment shall remain in effect until replaced by the next level career increment. Part-time teachers will receive career increments on a pro-rata basis.

Step	Career Increment
15	\$1800
16-17	\$3600
18-19	\$5400
20-21	\$7200
22-23	\$9000
24+	\$10,800

Section 5. Salary Payment: Teachers’ salary checks will be paid per one of the following options. A teacher will indicate his/her option in writing to the District Office by the last teacher contract day of the current school year.

Option One: Payment divided over the entire calendar year consisting of twenty-four equal payments payable on the fifteenth day or the last legal business day before the fifteenth of each month, and the last legal business day of each month.

Option Two: Payment divided into twenty-four equal payments, payable on the fifteenth day or last legal business day prior to the fifteenth day of each month, and the last legal business day of the month, except the teacher must take the last remaining checks for the months of June, July and August in a lump sum check payable at the next usual payroll day after the end of the school year.

Section 6. Impact of Unpaid Leave on Compensation: Whenever pay deduction is made for the absence of a teacher, the teacher's basis compensation, career increment pay, and excess load pay (if the unpaid absence occurs when the teacher has an excess load) will be:

Pay for a 1.00 FTE position at that step * revised FTE due to unpaid leave

Section 7. Employment of Part-Time Teachers:

Subd. 1. Primary and Elementary Part-Time Teachers: Primary and elementary part-time teachers will be employed on the percentage basis of the number of hours during which they are to be in the building as compared to the eight hour day. Such time will include a proportion of time for preparation unless mutually agreed upon between the teacher and the School District that a lesser amount of time is acceptable. All time must be in one continuous block. Primary and Elementary Specials should use the formula in Article VIII, Section 3, Subdivision 1.

Part-time teachers will receive compensatory time for attending required staff meetings, workshops, and conferences outside of their work schedules.

Subd. 2. Secondary Part-Time Teachers: Pay for secondary part-time teachers shall be based on their FTE. Part-time teachers shall be expected to be in the building on a proportionate basis of the eight hour day unless a part-time teacher and the School District mutually agree to a reduced work schedule and have his or her salary reduced accordingly. Part-time teachers will be assigned a proportionate amount of preparation and supervision time as a full-time teacher. All time must be in one continuous time block.

Part-time teachers will receive compensatory time for attending required staff meetings, workshops, and conferences outside of their work schedules.

Section 8. Extra Compensation:

Subd. 1. Extracurricular: Teachers involved in voluntary extra duty assignments and extracurricular activities as set forth in Schedule C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. The initial placement on the extracurricular schedule shall be determined by verifiable experience, including experience in other school districts, as a coach/advisor in the same or similar sport/activity. Placement will be determined by the School District. All experience in the School District in each particular or similar sport/activity will count for advancement.

Subd. 2. Overload Assignment: Teachers who are currently assigned to classroom instruction may teach an overload assignment under the following arrangements: An overload assignment is the assignment of an additional course to a volunteering teacher in lieu of a supervision assignment and/or preparation time. Teachers will receive additional pay for an overload assignment. The school district will determine the use of either the supervision assignment or preparation time. The overload assignment may be in any length.

The school district will determine the need to offer an overload assignment. The building administrator may consult with the department to find solutions to cover the overload assignment and discuss possible teachers interested in volunteering for an overload assignment. An overload assignment will be based on the following criteria:

- Appropriate licensure
- Experience and expertise with the course content
- Least recently assigned
- Most senior

The teacher is expected to prepare for each class, record grades, conduct conferences when needed, grade assignments/tests, assume communication with parents/guardians, and other responsibilities expected of a teacher who teaches a course.

Overload assignments will be paid at an hourly rate defined on Attachment D. The time below includes the number of minutes assigned for teaching and prep time.

Overload of 1 block of a 4 block day - 105 minutes (1.75 hours) per day

Overload of 1 period of a 7 period day - 60 minutes (1 hour) per day

Overload of 1 period of a 10- period day - 35 minutes per day

Subd. 3. Extended Contracts: Extended contracts apply to a continuation of regular school year activities beyond the negotiated contract days. Extended contracts do not include summer school teaching or curriculum writing. Teachers who work extended contracts as designated by the School District will be compensated as follows:

$(\text{Number of Contracted Days}/182) * (\text{Basic Compensation} + \text{Career Increment Pay})$

Subd. 4. Extra Duties: Extra duties such as bus chaperoning, ticket selling, and supervision but excluding athletic event officials will be compensated at \$70 per teacher per event. Extra duties which occur on any non teaching calendar day will pay \$90 per teacher per event. If these duties cannot be filled voluntarily, the assignments will be made on a rotating basis.

Subd. 5. Traveling Staff: Teachers who are assigned to regularly travel to more than one school on a given day throughout the school year and would normally drive between the buildings shall receive a stipend of \$200 per year regardless of the number of trips made per day between sites. If they typically travel fewer than five days per week, this yearly amount will be prorated. If a teacher is on unpaid leave, the stipend will be prorated.

Subd. 6. Leadership Team: The supervising principal shall every year appoint a Leadership Team in the primary school, elementary school, middle school or high school. This appointment shall take place at the end of the prior school year. The Leadership Team member shall coordinate programs and materials and shall serve as instructional liaison between the teachers of the building and the supervising principal. Such team members shall not be considered a supervisory employee as defined in PELRA. Any teacher selected as a Leadership team member shall be compensated at the rate of \$500 per year payment that will be made on June 15. Meetings or duties performed in the summer or outside of the regular school day will be recorded via the district's timecard process and paid according to the rates in schedule D.

Subd. 7. Special Education Lead Teacher: One special education teacher in each building (high school, middle school, elementary school, and primary school) will be designated by

the Special Education Director and / or supervising principal as lead teacher. That teacher will be compensated \$2,000 per year that will be paid on June 15. Meetings or duties performed in the summer or outside of the regular school day will be recorded via the district's timecard process and paid according to the rates in schedule D.

Subd. 8. Substitute Teachers: The School District utilizes Teacher On Call for obtaining substitutes for the district. It shall be the responsibility of the administration to arrange for a substitute teacher. The School District shall determine the daily substitute pay at the beginning of the school year.

Subd. 9. Coverage for internal absence within the school day: When a teacher subs for another teacher during the teacher's preparation time, the teacher shall be compensated in the form of additional personal days.

1 primary or elementary period	0.100 personal days
1 skinny or half-block in a 4-block day	0.167 personal days
1 block in a 4-block day	0.333 personal days
1 period in a 6-, 7-, or 8- period day	0.200 personal days
1 period in a 5 period day	0.250 personal days

If a substitute cannot be found and a teacher is asked by administration to take on 4 or more additional students to cover the absence of a teacher, the teacher will receive half of the amount of personal days assigned for subbing. Example: A teacher in the Elementary School asked to take on students for one period will receive .05 personal time (a full day would be 10 periods x .1 x ½ = .5 personal day).

If a teacher is not able to have a duty free prep, they will receive compensation in the form of additional personal time at the regular rate as defined in this section.

Subd. 10. Honorarium to Supervising Teacher: In the event the college placing a student teacher offers an honorarium to the supervising teacher, the teacher shall be allowed to accept such honorarium.

Subd. 11. National Board Certification: Any teacher who achieves certification by the National Board for Professional Teaching Standards (NBPTS) will receive an additional \$3,000 for the first year of certification and an additional \$2,000 per year for the remaining four years of the certification.

Speech and Language Therapists who achieve and retain the National Certificate of Clinical Competency (CCC) and Occupational Therapists who achieve and retain the Occupational Therapist Registered Certificate (OTR) will receive an additional stipend of \$2,000 per year each year they hold the certification.

Individual contracts will be modified to reflect the National Board Certification upon the receipt of verification of certification by the School District. Verification submitted on or before January 31 will entitle the teacher to be paid the full first year additional compensation equally on the remaining checks for that school year. Any verification received after January 31 will entitle the teacher to be paid the first year additional compensation beginning with the next school year.

Subd. 12. Curriculum Writing/Summer Writing/Workshops: Any time a teacher is asked to create curriculum for a class or perform extra curriculum related activities such as mandated coursework or activities for College in the Schools, adequate writing time should be provided and compensated at the hourly rate on Schedule D. Writing time/activities should be pre-approved by the administration.

- a) New Elementary Grade Level Assignment: In the event a teacher is assigned a new grade level in the elementary school, a minimum of 16 hours (2 days) of summer curriculum writing time will be granted to the teacher to prepare curricula and the number of fulfilled hours (up to 16) will be paid at an hourly rate on Schedule D. Writing time shall be pre-approved by the principal. Additional hours may be granted and compensated accordingly. Fewer hours can be mutually agreed upon by the teacher and principal.
- b) New Secondary Assigned Class: In the event a teacher is assigned a new class (prep) at the high school or middle school, a minimum of 8 hours (1 day) of summer curriculum writing time will be granted to the teacher to prepare curricula for each new class and the number of fulfilled hours (up to 8) will be paid at an hourly rate on Schedule D. Writing time shall be pre-approved by the principal. Additional hours may be granted and compensated accordingly. Fewer hours can be mutually agreed upon by the teacher and principal.
- c) Excess Secondary Class Assignment: If a teacher in any building is assigned more than 4 classes in which they will have to prep during a given semester, a minimum of 4 hours (1/2 day) of curriculum writing per each class over 4 will be granted. (i.e. 3 different classes 1st quarter and 3 different new classes 2nd quarter would be 2 classes over 4 and a minimum 8 hours would be granted, if it is the same 2nd semester, a minimum of 8 additional hours would be granted.) Writing time shall be pre-approved by the principal. Additional hours may be granted and compensated accordingly. Fewer hours can be mutually agreed upon by the teacher and principal.
- d) Workshops / Conferences: Teachers assigned to attend a district initiative workshop/class/ on a non-contract day such as College in the Schools shall be paid at a rate defined on Schedule D. Mileage can also be submitted for reimbursement in accordance with the district mileage reimbursement policy.

Subd. 13. Special Education Licensed Staff Due Process Work Days: Special Education certified teachers may be allowed two (2) days per year for the purpose of completing due process paperwork. If the special education teacher chooses to work during a non-contracted day (1 day = 8 hours) the teacher will be paid the Teacher on Call daily rate of pay set by the school board. Such time or days will be determined by the teacher with administrative approval. Additional days can be approved by the principal and/or the Special Education Director.

Sud. 14. Extended School Year (ESY). For ESY (mandated special education services provided in the summer) teachers should receive their daily rate of pay based on the step and lane of the previous school year.

ARTICLE XI: 403 B MATCH / POST RETIREMENT

Section 1. 403(b) Match:

Subd. 1. Applicable Laws: The School District will provide a matching 403(b) tax-sheltered annuity plan as allowed under M.S. 356.24 (Supplemental pension or deferred compensation plans; restrictions upon government units).

Subd 2. Eligibility:

- a) Teachers who have obtained tenure status with the school district, are eligible to participate in the match program. Tenure status is granted by the school board around April of each year. Once granted tenure status, the teacher may participate in the match program the next school year.
- b) Teachers who are beginning their third year of teaching in the district and have not been granted tenure.

Subd. 3. Approved Plans: Teachers may select an annuity plan from up to four vendors having been mutually agreed upon by the Exclusive Representative and the School Board.

Subd. 4. Elections: Eligible teachers may elect to participate in the 403(b) matching program pursuant to the annuity plan requirements. Said election must be made by the 9th of September (or the Friday before if the 9th falls on a weekend) of the plan year. Once an eligible teacher elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher at the beginning of a new school year.

Subd. 5. Amounts and Restrictions: The School District's 403(b) matching contribution shall be as follows for full-time teachers based on their current step (longevity step) placement.

Step	Match Amount
1-2	\$435
3-5	\$625
6-9	\$925
10-14	\$1325
15-19	\$1825
20+	\$2425

Subd. 6. Maximum Limit: There is no maximum lifetime School District contribution for an individual teacher.

Subd. 7. Required Match: In order to receive the School District's 403(b) contribution, a teacher must match the total School District contribution.

Subd. 8. Non-Accumulative Match: The School District's match responsibilities are non-accumulative. That is, a teacher who does not participate one or more years cannot reclaim the School District matched dollars in subsequent years.

Subd. 9. Payroll Deduction: The teacher's contribution to the 403(b) match plan shall be done via payroll deduction over 24 equal installments as directed by the teacher.

Subd. 10 - Effects for Part Time Teachers: A teacher's 403(b) match will not be reduced for a particular year if that teacher is paid for at least 80% of his or her contracted time for the year or if 80% of a full-time teacher's contracted time for the year, whichever is less. For a teacher who does not meet the 80% threshold, the 403(b) match will be: Benefit for a 1.00 FTE Teacher at that Step * Revised FTE due to unpaid leave / 0.8

Section 2. Post Retirement Health Care Savings Plan:

Subd. 1. Eligibility: Full-time teachers on step 10 or above shall receive a benefit of \$1,100 per year.

Subd. 2. Payment Schedule: The School District agrees to pay this benefit amount to the Minnesota State Retirement System's Post-Retirement Health Care Savings Plan on June 30 of each year.

Subd. 3. Maximum Limit: There is no maximum lifetime School District Contribution for an individual teacher.

Subd. 4 - Effects for Part Time Teachers: A teacher's 403(b) match will not be reduced for a particular year if that teacher is paid for at least 80% of his or her contracted time for the year or if 80% of a full-time teacher's contracted time for the year, whichever is less. For a teacher who does not meet the 80% threshold, the 403(b) match will be: Benefit for a 1.00 FTE Teacher at that Step * Revised FTE due to unpaid leave / 0.8

Section 3. Retiree Insurance Coverage: Teachers who retire shall be eligible to remain in the existing group health and hospitalization insurance program. It is the responsibility of the retiree to make arrangements with the School District's business office to pay the School District the monthly premium balance in advance and on such date as determined by the School District.

Upon their retirement, teachers hired by the school board before January 15, 2010 shall be eligible for School District contribution toward such insurance coverage, or an out-of-School District program selected by retiree. The amount of such School District contribution shall be \$200 per month and shall cease when the retiree becomes eligible for Medicare.

For each eligible teacher who chooses not to remain on the School District's health insurance plan upon retirement, the School District will pay the MSRS an amount equal to \$200 times the number of months of that teacher's eligibility during that fiscal year into the teacher's MSRS account. This payment will be made on or about December 31st of each fiscal year.

Upon retirement, teachers hired by the school board on or after January 15, 2010 shall not be eligible for School District contribution toward such insurance coverage or any payment made to the MSRS account pursuant to this section.

ARTICLE XII: GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law. Upon request, the Exclusive Representative and the School Board shall meet and confer on the selection of the policies.

Section 2. Health and Hospitalization Insurance - Single Coverage: The School District shall contribute a sum not to exceed \$9,065 per year toward the premium for individual coverage for each full time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of premium shall be borne by the teacher and paid by payroll deduction.

Section 3. Health and Hospitalization Insurance - Family Coverage: The School District shall contribute a sum not to exceed \$15,325 per year toward the premium for family coverage for each full time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of premium shall be borne by the teacher and paid by payroll deduction.

Section 4. Health and Hospitalization Insurance - Married couple both employed by the School District: If both spouses are employed as full time teachers and enrolled in the school district's health insurance plan, the School District shall contribute a sum not to exceed \$24,390. The contribution amount is one (1) single coverage and one (1) family coverage amount. Any additional cost of premium shall be borne by the teacher and paid by payroll deduction.

Section 5. Dental Insurance: The School District offers single and family dental insurance coverage options to all employees. The dental premiums are paid either from the remaining benefits contribution as defined in Section 2 - 4 above or borne by the teacher and paid by payroll deduction.

Section 6. Health Savings Account and / or VEBA: For each full time teacher who enrolls in the School District's High Deductible Health Plan, the teacher's remaining benefit contribution in excess of health and dental premiums shall be contributed into a Health Savings Account or VEBA.

Section 7. Long Term Disability Insurance: The School District shall provide full payment for long-term disability insurance of each teacher employed by the School District who qualifies for and is enrolled in the School District's long-term disability program in accordance with the respective teacher's salary. Benefits shall be paid in accordance with the terms of the existing insurance policy.

Section 8. Term Life Insurance: The School District shall provide full payment for a term life insurance policy in the amount of \$50,000 for each teacher employed by the School District who qualifies for and is enrolled in the School District's life insurance program.

Section 9. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. If a teacher is deemed uninsurable by the School District's group health and hospitalization plan or dental plan, the School District's only obligation is to pay only such amounts as agreed to herein to another carrier and no further claims shall be made against the School District. In the event a teacher's dependents are found to be uninsurable, no claim shall be made against the School District.

Section 10. 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 or as provided for under Article VII, Section 2. Upon termination of employment, all School District contributions shall cease when the proportional contribution has been made in its entirety by the School District.

Section 11. Eligibility: Full benefits provided in this article are designed for full-time teachers who are employed as teachers for one thousand four hundred fifty six (1,456) hours per school year. Teachers employed at a minimum of 500 hours in the school year, shall be eligible for partial benefits proportional to the extent of their employment (FTE). Teachers employed less than 500 hours in the school year shall not be eligible for any benefits. Eligible part-time teachers shall be eligible for full Retiree Insurance Coverage (Section 10).

Section 12. Impact of Unpaid Leave on Benefits:

Group Insurance benefits under this section will not be reduced for a particular year if that teacher is paid for at least 80% of his or her contracted time for the year or 80% of a full-time teacher's contracted time for the year, whichever is less.

For a teacher who does not meet the 80% threshold, the individual's group insurance benefits under this section, will be: Benefit for a 1.00 FTE Teacher at that Step * Revised FTE due to unpaid leave / 0.8

ARTICLE XIII: LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full time teacher shall earn sick leave at the rate of fourteen (14) days or one hundred twelve (112) hours per year and will be granted at the beginning of the year. In the event a teacher leaves the district prior to the last contracted day and their total balance of days falls below ($\#$ of days worked / 182 * 14) he/she will need to reimburse the district for the difference.

The School District reserves the right, at the sole discretion of the School Board, to grant or deny additional sick leave with pay in cases of extended illness or accidents.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours of sick leave per teacher. When a teacher reaches 120 days of sick leave accumulation during the school year, sick leave will continue to accumulate for the remainder of that school year. Any accumulation beyond 120 days will be eligible for trade or will revert back to 120 days on June 30th.

Subd. 3. Usage: Sick leave with pay shall be allowed only whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance and performance of duties on that day or days, except as provided for by other provisions in this article or by law. Effective January 1, 2024, the School District will follow MN Statute 181.9447 (Use of Earned Sick and Safe Time) . Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

An employee may use accrued earned sick and safe time for:

- (1) an employee's:
 - (i) mental or physical illness, injury, or other health condition;
 - (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - (iii) need for preventive medical or health care;
- (2) care of a family member:
 - (i) with a mental or physical illness, injury, or other health condition;
 - (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - (iii) who needs preventive medical or health care;
- (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - (ii) obtain services from a victim services organization;
 - (iii) obtain psychological or other counseling;
 - (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- (4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

"Family member" means:

- (1) an employee's:
 - (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;

- (ii) spouse or registered domestic partner;
 - (iii) sibling, stepsibling, or foster sibling;
 - (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
 - (v) grandchild, foster grandchild, or step grandchild;
 - (vi) grandparent or step grandparent;
 - (vii) a child of a sibling of the employee;
 - (viii) a sibling of the parents of the employee; or
 - (ix) a child-in-law or sibling-in-law;
- (2) any of the family members listed in clause (1) of a spouse or registered domestic partner;
 - (3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
 - (4) up to one individual annually designated by the employee.

Subd. 4. Verification: For absences in excess of three (3) consecutive workdays, the School District may ask a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Sick Leave Abuse: In the event of a documented concern on the part of the School District regarding abuse of sick leave, the School District may ask that a teacher furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick pay.

Subd. 6. Notification: In the event that a medical certificate will be required under Subd. 5. the teacher will be advised at the time the illness or disability is reported. Such a certificate must be presented within five (5) working days. If the medical certificate validates that the absence was due to illness or disability, the School District will reimburse the teacher for the office visit charge not covered by insurance, up to a maximum of \$100 per incident.

Subd. 7. Approval: Requests for sick leave pay shall be submitted to the supervising principal for approval on a signed request form. Sick leave pay request forms are available in each school office.

Subd. 8 Sick Day Exchange: At the end of each school year, teachers may elect reimbursement for unused sick leave days accrued in accordance with Section 1, Subd. 2 and accumulated from prior years. The reimbursement will be paid to the teacher's VEBA/HSA account in accordance with the following schedule. Notification of such a decision will be given in writing to the School District's Payroll Clerk by the last teacher-duty day of the school year.

Total # of Unused Sick Days at Year End	Number of Unused Days a Teacher Can Exchange for Reimbursement	Rate – HSA/VEBA Deposit (Amt. per day)
Less than 60	0	Not Eligible
60-79.9	Up to 2	\$100
80-99.9	Up to 4	\$100
100-119.9	Up to 6	\$100
120+	Up to 8	\$100

Subd. 9. Sick Leave Bank: Teachers are allowed to participate in the District Employees Sick Leave Bank (SLB) in which the provisions are outlined in an addendum attached to this agreement.

Upon retiring from the school district, a teacher may elect to donate any amount of their unused sick days to the bank.

Section 2. Bereavement Leave:

Subd. 1. Up to five (5) days of leave will be allowed due to a death in a teacher’s immediate family. Immediate family is defined as the teacher’s spouse, child, parent, parent-in-law, and individuals for whom the teacher or spouse serves as legal guardian.

Subd. 2. Up to three (3) days of leave will be allowed due to the death of a teacher’s brother, sister, grandparent, grandchild, brother-in-law, or sister-in-law.

Subd. 3. Up to one (1) day of leave will be allowed to attend the funeral of a relative other than those relatives specified in Subds. 1 and 2 in this section, or a friend.

Subd. 4. Bereavement leave allowed in Subd. 1, 2, and 3 will be deducted from sick leave.

Subd. 5. The length of this leave will be arranged between the teacher involved and the Superintendent or designee. Additional day(s) can be granted by the Superintendent, and any additional days will be deducted from accumulated sick leave.

Section 3. Child Care Leave:

Subd. 1 Use. A child care leave shall be granted by the School District, subject to the provisions of this section, to the parent of a small child or disabled child, provided such parent is caring for the child on a full-time basis or during the period of disability of the other parent. This leave shall include cases of adoption.

Subd. 2 Request. A teacher making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least thirty (30) days before the commencement of the intended leave.

Subd. 3. Medical Statement: If requested, a teacher will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: 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:

- a) grant any leave more than twelve (12) months in duration;
- b) permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 5 Date of Leave: The School District and the teacher may agree to adjust the proposed beginning or ending date of a child care leave, making the paid leave longer, so that the dates of the leave are coincident with some natural break in the school year such as vacation breaks, semester or quarter breaks, end of a grading period or end of the school year. The availability of a substitute teacher may also be considered by the School District in establishing the duration of the child care leave.

Subd. 6 Reinstatement. A teacher returning from child care leave shall be reinstated in a position for which he/she is licensed unless previously discharged or placed on unrequested 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 leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

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

Subd. 8 Salary and Fringe Benefits. Leave under this section shall be without pay except in the below provisions where sick leave can be applied and / or provided by federal or state law.

- a) If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during the period of time covered by a child care leave, up to a maximum of 60 consecutive days (12 weeks).
- b) If the reason for the child care leave is occasioned by paternity, a teacher may utilize up to five (5) days of sick leave for the birth and immediately following the birth of the child.
- c) If the reason for the child care leave is occasioned by adoption, a teacher may utilize up to five (5) days of sick leave to provide parental care for the initial adjustment of a child of the teacher. In the case of adoption, the child care leave would commence subsequent to the date that the child is physically placed with the teacher-parent.

Except for the five (5) days above, sick leave cannot be used in the case of adoption except under the provision of Section 2 of this article.

A teacher on child care leave is eligible to participate in group insurance programs as permitted under the insurance policy provisions, provided he/she pays the full cost of the

premiums of said insurance during any unpaid portion of the leave as described in Article XII, Section 6.

Section 4. Personal Leave:

Subd. 1. Allowance: At the beginning of every school year a teacher shall receive:

- a) two (2) days or sixteen (16) hours for each teacher on longevity step 1 to 8 on the salary schedule.;
- b) three (3) days for each teacher on longevity step 9 to 16.
- c) four (4) days for each teacher on step 17 or higher.

Subd. 2 Accumulation: Unused Personal Days are allowed to accumulate past 20 days. On June 30 of each school year, all days in excess of 20, shall be forfeited without pay. Refer to Subd. 4., Personal Leave Trade for Salary, in the event Personal Days are in excess of 20 days.

Subd. 2. Restrictions: Not more than two (2) teachers in each building may use personal leave on any given day. Personal leave shall not be taken during the first five (5) or last (5) teacher-duty days of the school year. A teacher planning to use personal leave shall notify his/her supervising principal as early as possible, but in any event at least 24 hours in advance, except in cases of emergency. A teacher may not use more than five (5) personal days during one school year. Exceptions to any of the provisions in this subdivision may be granted by the principal and/or Superintendent.

Subd. 3. Sick-Leave Trade for Personal Leave: Teachers who have a minimum of 120 sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day. Teachers who qualify must make this election by September 15 of each school year.

Subd. 4. Personal Leave Trade for Salary: At the end of the school year, teachers may elect to receive \$160 for each unused personal leave day. Notification of such a decision will be given in writing to the School District's Payroll Clerk by the last teacher-duty day of the school year.

Section 5. Emergency Leave:

Subd. 1. Use: A teacher may be granted up to three (3) days or 24 hours per school year with pay for absence for any situation that arises requiring the teacher's emergency attention that cannot be attended to when school is not in session and that is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for emergency leave must be made in writing to the Superintendent at least three (3) days in advance, unless the Superintendent determines that such advance notice was not possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave, if under the circumstances involved he/she determines that such leave should not be granted. All leave must have prior written approval

Section 6. General Leave of Absence: Teachers with a minimum of three (3) years of experience in the School District may apply for a general leave of absence. A general leave of absence may be granted upon application to the School Board based on the merits of the request and in accordance with Minnesota statutes. Applications in writing for such leave must be submitted by April 1 for the following year. Placement on the salary schedule and seniority accrual upon return shall be determined by the School Board at the time of the leave. Notification in writing of intent to return shall be received no later than April 1 prior to the start of the next school year. This leave is without pay.

Section 7. Workers' Compensation Leave:

Subd. 1. Under the provisions of the Workers' Compensation Act, upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the teacher's sick leave accrual time according to the pro rata portions of days of sick leave used to supplement Workers' Compensation.

Subd. 3. Sick leave payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act who receives sick leave pursuant to this section shall display his/her Workers' Compensation check at the School District office prior to receiving payment from the School District for the absence.

Section 8. Jury Duty Leave: A teacher who is called to serve jury duty shall be granted leave with pay for each day of required service without any salary deduction or loss of basic leave allowance. The compensation received for jury duty services shall be remitted to the School District, except the teacher shall retain any mileage or meal allowance paid by the court. . The teacher shall notify his/her supervising principal upon being summoned for jury duty.

Section 9. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon request, be granted a medical leave of absence, without pay, for up to one year. The School District may, in its discretion, renew such a leave.

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

The School District reserves the right, at School District expense, to obtain a second opinion to determine the fitness of a teacher who is initiating, returning from, or requesting permission to extend a medical leave. Upon return from such leave, the teacher shall be placed at the next position on the salary schedule and maintain fringe benefits. A teacher shall not accrue seniority during this leave.

Section 11. Professional Growth Leave: Teachers may visit other schools with exemplary programs, particularly those which are to be introduced into the School District or may attend such sessions, workshops, seminars, conferences, or other professional improvement sessions at the request of, or with the advance approval of, the supervising principal. Notification should be given a week in advance and approved by the supervising principal.

Expenses for substitutes and compensation for transportation incurred by the teacher will be agreed upon in advance. If the School District requests a teacher to be sent to such sessions, the School District will compensate for all expenses.

These professional days may be used for improving school programs and writing curriculum. These days are with pay.

Section 12. Sabbatical Leave:

Subd. 1. Application: Upon application to the School Board and if approved by the School Board, a teacher who has been employed for four (4) years in the School District may be granted sabbatical leave for up to one year for the purpose of professional growth.

Subd 2: Purpose: During said sabbatical leave, the teacher shall be considered to be in the employment of the School District and shall receive full health insurance benefits, dental insurance benefits, and post-retirement health care savings plan payment at the level he or she would have received if the sabbatical leave had not been taken.

A teacher, upon return from a sabbatical leave shall provide evidence of: (1) the leave's worth through providing a new area of certification which is necessary in the area in which he/she is teaching; or (2) evidence of being a full-time student working toward an advanced degree in an area in which the teacher was working, or was asked to work, upon return to the School District. A teacher who fails to display one of these forms if professional growth shall repay the School District for all pay and fringe benefits received during the leave. Professional growth is a condition of sabbatical leave.

Subd. 3: Notification: A teacher on sabbatical leave must inform the Superintendent in writing of his/her intent to return by March 15 of the sabbatical year.

Subd. 4. Number: Up to two teachers per school year may be granted sabbatical leave upon approval of the School District.

Subd. 5. Remuneration: During the period of sabbatical leave, a teacher may engage in remunerative employment and may accept grants or fellowships.

Subd. 6. Criteria: In order that all applicants are given equal consideration and in case the number of applicants exceeds the limitation, the following criteria will be considered in selecting the candidates for sabbatical leave:

- A. The merit of the objectives as they relate to improving the instructional program.
- B. Years of teaching experience in the District.
- C. Previous leaves.
- D. Evidence of acceptance of the teacher's program or project by the institution offering the advanced study or research.

Subd. 7. Return: A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be continued at the same position on the salary schedule as if he/she had taught in the School District during such a period. He/She shall maintain tenure, insurance benefits, accumulated sick leave and all other accrued benefits provided in the Agreement. Upon return, extracurricular assignments are not guaranteed.

Subd. 8. After Return: The returning teacher, upon completion of a sabbatical leave, shall be employed for two years in the School District. If a teacher elects not to return for the two years, benefits shall be repaid at the rate of 25% of the School District's costs during the sabbatical year.

A contract to this understanding shall be signed by the teacher and two School Board officers as a contingency to the School Board's permission to allow said leave. If the School District decides not to reinstate the teacher upon return, the compensation repayments will not be enforced.

Section 13. Political Leave: Political leave shall be granted pursuant to applicable law (MN State Statute 202A.135. may be granted upon 48 hour's written request to the Superintendent in accordance with M.S. 211B.10 (Inducing or refraining candidacy; time-off for public office meeting). This leave shall be without pay.

Subd. 1. Definition: A teacher who has been elected (or appointed to fill the unexpired term) to a public office of a local, county, state, or federal political subdivision may be considered for this leave for the purpose of attending meetings (regular, special or in-service/orientation).

Subd. 2. Usage: All efforts on the part of the teacher making the request must be made to keep the number of days of political leave to a minimum and to avoid such meetings after May 1st of any given school calendar year. This leave is extended for casual leave (a day at a time) and not for extended periods of time.

Section 14. Special Leave: Special leave will be granted when authorized by the Superintendent. All special leaves must have prior approval and are without pay.

Section 15. Exclusive Representative Leave: At the beginning of every school year, the Exclusive Representative shall be credited six (6) days with pay to be used by teachers who are elected officers or appointed representatives of the Exclusive Representative to conduct duties of the Exclusive Representative. Such use shall be at the discretion of the Exclusive Representative. The Exclusive Representative agrees to notify the School District at least 48 hours prior to the date for intended use of said leave. The Exclusive Representative shall reimburse the School District for the cost of those teachers using such leave in excess of these six days. The School District shall pay substitute teachers when such leave is used.

Section 16. School Chaperone Leave: At the beginning of every school year, a teacher shall be allowed one (1) day or eight (8) hours of leave with pay to chaperone a District #111 ECFE, primary, elementary, middle, or high school sponsored field trip or volunteer their time for another District #111 activities not related to their own regular classroom duties. Chaperone leave will not accumulate.

ARTICLE XIV: EARLY CHILDHOOD / FAMILY EDUCATION / PRESCHOOL

Section 1. Contract Status: Except as agreed to in this article, and as limited by M.S. 122A.26 (Community education teachers; licensure requirements), all other articles of this Agreement are applicable to the Early Childhood Family Education (ECFE) teachers, and/or preschool teachers licensed by the MN department of Education. For this article, an EC teacher includes a teacher with a current MN Department of Education teaching license and is teaching within the district's ECFE or School Readiness program.

Section 2. Teacher Duty Days: The School District shall assign the number of days and the hours per day for each EC teacher assigned to the program. Such assignment shall be on an as-needed basis and shall also be determined by the fiscal limitations of the program.

Section 3. Leaves: Leaves for EC teachers shall be administered pursuant to Article XIII, leave hours will be calculated by the following conversion factor: # of hours of EC contract time / # of hours for a full-time teacher (1,456) X # of hours of leave for a full-time teacher.

Section 4. Insurance and Other Benefits: Health and hospitalization insurance, dental insurance, long-term disability insurance, term life insurance, 403(b) match plan, longevity pay, and post-retirement health care savings plan shall be provided to eligible ECFE and PS teachers. For HRA/health and hospitalization insurance, dental insurance, 403(b) match plan, longevity pay, and post-retirement health care savings plan, full-time teachers in this article shall be defined as working 1,456 hours per annum.

Section 5. EC Salary Schedule: All EC teachers shall be paid at the rate per hour as determined by the following schedule: Schedule A and B of the Master Agreement converted to an hourly rate (cell salary / 1456 hours)

Subdivision 1. Minimum Hours for Step Advancements: An EC teacher must work a minimum of 435 hours (55 days) during the year to qualify for step advancement.

Subdivision 2. Effective Date: Teachers who do not work 55 days shall remain at their current step until such time as they complete 435 hours (55 days). Teachers who meet the accumulative 435 hours (55 day) threshold will be granted one step increase for the next school year.

Section 6. Probationary Period: EC teachers shall serve a probationary period of three calendar years from their first day of actual service. After completion of this probationary period, the teacher may be discharged only for cause.

Section 7. Seniority: After completion of the probationary period, EC teachers shall accrue seniority from their first day of continuous service. EC teachers shall have a separate seniority list and shall have the rights only in the EC program in which they are licensed. Other School District teachers shall not have bumping rights into the EC program.

ARTICLE XV: GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutually written agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designation period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. Existing Grievances: Any existing grievances being processed at the time of expiration of the current Agreement will be processed with the language of the Agreement in force at the time the grievance was filed.

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

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the supervising principal shall give a written decision on the grievance to the parties involved within seven days after receipt of the written grievance.

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

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section the grievant shall be in attendance. The School Board reserves the right to reverse or modify such decisions within ten days. After the School Board review, the grievant has the right to reverse or modify such decisions within ten days. After the School Board review, the grievant has the right to proceed to the next level in the grievance procedure within ten days.

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

Section 8. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179A.21 (Grievance arbitration), providing such a request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expense which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering any additional copies of such transcript shall pay for such copies.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the school district, its overall budget, utilization of technology, the

organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Election of Remedies and Waiver: A teacher instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately hereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive his/her 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 this Agreement or to enforce the award of an arbitrator. No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in the grievance procedure.

ARTICLE XVI: MAINTENANCE OF STANDARDS

This Agreement shall constitute the full complete commitments between both parties and may be revised only through the voluntary, mutual consent of the parties in written signed amendment to this Agreement. Any individual contract between the School District and a teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. The School District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under PELRA. Within 30 days of the execution of this Agreement, individual contracts shall be issued to all teachers. This Agreement shall supersede any rules, regulations or practices of the School District which shall be contrary to or inconsistent with its terms.

ARTICLE XVII: CONFORMITY TO LAW

If any provisions of the Agreement or any application of the Agreement to any teacher shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XVIII: STRIKE/LOCKOUT PROHIBITION

Section 1. A Strike Prohibition: The School District and Exclusive Representative recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the School District and Exclusive Representative have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, they have removed the basic cause of work interruptions during the period of this Agreement. The Exclusive Representative accordingly agrees that it will not, during the period of July 1, 2021 to June 30, 2023 directly or indirectly, engage in or assist in any EMWM teacher strike, as defined by PERLA. A teacher can engage in or assist a strike by another district or group on his/her own time before or after his/her duty day.

Section 2. Lockout Prohibition: The School District also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist a lockout or any unfair labor practice as defined in PELRA.

Section 3. Closing of Schools: Nothing in this article shall require the School District to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God.

ARTICLE XIX: DURATION

This Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025. If a new and substitute Agreement has not been duly entered into prior to June 30, 2025, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted.

ARTICLE XX: PUBLICATION OF THIS AGREEMENT

A copy of the Master Agreement will be available on the district's website. A printed copy of this Agreement shall be given at no cost to any Watertown-Mayer teacher or candidate for a teaching position who submits a request to the district office. Further, the School District shall furnish copies of this Agreement to the Exclusive Representative for its use.

ARTICLE XXI: UNREQUESTED LEAVE OF ABSENCE AND SENIORITY TIE-BREAKING POLICY

Section 1. Unrequested Leave of Absence (ULA): The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 1. Probationary teachers: The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subd. 2. Continuing contract teachers: Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district.

Subd. 3. Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses.

Subd. 4. Exceptions for tiered licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds a tiered license below another licensed teacher (tier 4 is retained over a tier 3), as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a similar tiered license in the same field. The provisions of this paragraph do not apply to vocational education licenses.

Subd. 5. Exceptions for affirmative action: Notwithstanding the provisions above, if the placing of any teacher on unrequested leave before another teacher would place the district in violation of its affirmative action program, the district may retain the teacher, even if the retained teacher is a probationary teacher, the teacher with less seniority, or the provisionally licensed teacher.

Section 2. Notice to teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a. states the applicable grounds for the proposed placement;
- b. provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 3. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement.

Section 4. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1, but not before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 5. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 6. Vacancies and notification: No new teacher shall be employed by the district while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board of their desire to accept the position within 15 days of the date of notification to the teacher by the school district that a position is available to that teacher on unrequested leave. It is the teacher's responsibility to provide up-to-date contact information to the school district.

Section 7. Length: The unrequested leave of absence for a teacher who is not reinstated shall continue for a period of five(5) years from the date of school board action commencing the ULA, after which the right to reinstatement shall terminate unless extended by mutual consent of the school district and the teacher. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board or district representative by April 1 of any year a written statement requesting reinstatement. E-mail is acceptable written notice. Failure to accept a position that has become available within the teacher's licensure and for which the teacher was properly notified will result in a waiver of any rights of further employment or reinstatement.

Section 8. Seniority: Seniority will determine the order in which tier 4 and tier 3 teachers have rights to a continuing contract in unrequested leave situations.

Section 9. Seniority tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken.

Step A. Years of continued service in teaching in District #111. The earliest first day worked under a teaching contract with District #111 will be senior to later dates. Working dates will not include coaching or activity assignments.

Step B. The total number of service under a teaching contract in District #111 shall be senior.

Step C. Multiple Licensures (as per October 1 date each school year) is senior to fewer licensures. The greater number of years licensed in multiple licensure areas shall be senior to a lesser number of years.

Step D. Teachers holding a graduate degree in subject area of teaching assignment or special or advanced certifications obtained in the teacher's field and subject matter employed will be senior.

Step E. Total credits beyond a graduate degree in the subject area of teaching assignment. Those with more credits beyond their master's degree will be senior.

Step F. Teachers with coaching and/or advising assignments will be senior. The higher number of coaching and/or advising assignments will be senior.

Step G. Teachers holding a graduate degree will be senior.

Step H. Total credits beyond a graduate degree. Those with more credits beyond their master's degree will be senior.

Step I. Total graduate level credits beyond a bachelor's degree. Those with more credits beyond their bachelor's degree will be senior.

Step J. The greater number of years taught under contract in a non-district school in Minnesota shall be senior.

Step K. The greater number of years taught under contract in a non-district school outside the state of Minnesota shall be senior.

Step L. An earlier date of employment approved by the school board shall be senior.

Step M. Most recent summative evaluation outcome

Step N. If a tie remains, further determination of seniority shall be made on the basis of which teacher has the lowest file number.

Section 10. Dropping of a License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have neither bumping rights nor realignment rights to another licensure area.

Section 11. Benefits while on leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 12. Employment rights during leave: Any teacher placed on leave may engage in teaching or any other occupation during the leave; may be eligible for unemployment compensation if otherwise eligible under that law for such compensation; and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 13. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

ARTICLE XXII: DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures to be placed hereon, all on the 18 day of December, 2023.

**EDUCATION MINNESOTA-
WATERTOWN-MAYER**

**INDEPENDENT SCHOOL
DISTRICT NO. 111
BOARD OF EDUCATION**

By: _____
Its President

By: _____
Its Chair

By: _____
Its Chief Negotiator

By: _____
Its Chief Negotiator

SCHEDULE A 2023-2024

All teachers advance 1 step

Step	BA	BA +10	BA +20	BA +30	MA	MA +10	MA +20
1	40,709	41,443	42,595	43,935	45,330	46,778	48,299
2	41,310	42,459	43,794	45,186	46,626	48,143	49,723
3	41,919	43,499	45,027	46,470	47,962	49,543	51,189
4	42,534	44,565	46,293	47,791	49,332	50,985	52,696
5	43,369	45,877	47,825	49,386	50,989	52,724	54,511
6	44,221	47,230	49,408	51,037	52,701	54,521	56,388
7	45,088	48,620	51,044	52,741	54,471	56,379	58,330
8	45,973	50,053	52,733	54,503	56,299	58,301	60,338
9	46,876	51,528	54,479	56,323	58,190	60,288	62,417
10	47,796	53,046	56,281	58,205	60,145	62,344	64,567
11	48,734	54,609	58,145	60,149	62,165	64,469	66,789
12	49,691	56,217	60,069	62,157	64,250	66,667	69,090
13	50,667	57,874	62,058	64,233	66,408	68,940	71,471
14	51,662	59,578	64,111	66,379	68,638	71,289	73,931

SCHEDULE B 2024-2025

All teachers advance 1 step

Step	BA	BA +10	BA +20	BA +30	MA	MA +10	MA +20
1	42,337	43,100	44,299	45,692	47,143	48,650	50,231
2	42,756	43,945	45,327	46,767	48,258	49,828	51,464
3	43,176	44,804	46,377	47,865	49,401	51,030	52,725
4	43,810	45,902	47,682	49,225	50,812	52,515	54,277
5	44,670	47,254	49,260	50,868	52,519	54,305	56,146
6	45,548	48,647	50,890	52,568	54,282	56,157	58,080
7	46,441	50,079	52,575	54,323	56,105	58,070	60,080
8	47,352	51,554	54,315	56,139	57,988	60,050	62,149
9	48,283	53,074	56,113	58,013	59,936	62,097	64,289
10	49,230	54,637	57,970	59,951	61,949	64,214	66,504
11	50,196	56,247	59,889	61,953	64,030	66,403	68,793
12	51,182	57,904	61,871	64,022	66,178	68,667	71,163
13	52,187	59,610	63,919	66,160	68,400	71,008	73,615
14	53,212	61,366	66,035	68,371	70,697	73,428	76,149

SCHEDULE C: Extra-Curricular Salaries for 2023-2024 & 2024-2025

Group 1	1-3	4-7	8+	Group 5	1-3	4-7	8+
Head Football Coach	12%	14%	16%	7 th – 8 th Grade Football Coach	5.5%	6.5%	7.5%
Head Basketball Coach	12%	14%	16%	7 th – 8 th Grade Basketball Coach	5.5%	6.5%	7.5%
Head Wrestling Coach	12%	14%	16%	7 th – 8 th Grade Wrestling Coach	5.5%	6.5%	7.5%
Head Gymnastics Coach	12%	14%	16%	7 th – 8 th Grade Gymnastics Coach	5.5%	6.5%	7.5%
Head Swimming Coach	12%	14%	16%	Middle School Drama Director	5.5%	6.5%	7.5%
High School Band Activities	12%	14%	16%	Weight Room Supervisor-5 day plan	5.5%	6.5%	7.5%
Musical Play Director	12%	14%	16%	One-Act Play Director	5.5%	6.5%	7.5%
Group 2	1-3	4-7	8+	MS Student Council	5.5%	6.5%	7.5%
Head Baseball Coach	9.5%	12%	14%	MS Soccer	5.5%	6.5%	7.5%
Head Track Coach	9.5%	12%	14%	Group 6	1-3	4-7	8+
Head Volleyball Coach	9.5%	12%	14%	7 th – 8 th Grade Golf Coach	4.5%	5.5%	6.5%
Head Softball Coach	9.5%	12%	14%	7 th – 8 th Grade Track Coach	4.5%	5.5%	6.5%
Head Cross Country Coach	9.5%	12%	14%	7 th – 8 th Grade Volleyball Coach	4.5%	5.5%	6.5%
Head Golf Coach	9.5%	12%	14%	7 th – 8 th Grade Swimming Coach	4.5%	5.5%	6.5%
Head Soccer Coach	9.5%	12%	14%	7 th – 8 th Grade Softball Coach	4.5%	5.5%	6.5%
Head Winter Danceline Coach	9.5%	12%	14%	7 th – 8 th Grade Baseball Coach	4.5%	5.5%	6.5%
High School Yearbook Advisor	9.5%	12%	14%	Fall Danceline Advisor	4.5%	5.5%	6.5%
Non-Musical Play Director	9.5%	12%	14%	Assistant FFA Advisor	4.5%	5.5%	6.5%
Group 3	1-3	4-7	8+	Choir Extra Activities	4.5%	5.5%	6.5%
Assistant Football Coach	7%	9%	11.5%	HS Assistant Mock Trial	4.5%	5.5%	6.5%
Assistant Basketball Coach	7%	9%	11.5%	HS Assistant Speech	4.5%	5.5%	6.5%
Assistant Wrestling Coach	7%	9%	11.5%	Group 7	1-3	4-7	8+
Assistant Gymnastics Coach	7%	9%	11.5%	Weight Room Supervisor-3 day plan	3.5%	4.5%	5.5%
Assistant Swimming Coach	7%	9%	11.5%	ES Student Council Advisor	3.5%	4.5%	5.5%
Assistant Musical Play Directors-1	7%	9%	11.5%	National Honor Society Advisor	3.5%	4.5%	5.5%
Head Speech Coach	7%	9%	11.5%	MS Yearbook Advisor	3.5%	4.5%	5.5%
Assistant Musical - Vocal Instructor	7%	9%	11.5%	ES Yearbook Advisor	3.5%	4.5%	5.5%
Group 4	1-3	4-7	8+	Supermileage Advisor	3.5%	4.5%	5.5%
Assistant Baseball Coach	6.5%	7.5%	8.5%	MS Band Extra Activities	3.5%	4.5%	5.5%
Assistant Track Coach	6.5%	7.5%	8.5%	Group 8			
Assistant Volleyball Coach	6.5%	7.5%	8.5%	Middle School WEB Coordinator	\$1000		
Assistant Softball Coach	6.5%	7.5%	8.5%	12 th Grade Class Advisor	\$250		
Assistant Golf Coach	6.5%	7.5%	8.5%	11 th Grade Class Advisor	\$300		
Assistant Soccer Coach	6.5%	7.5%	8.5%	7 th – 10 th Grade Class Advisor	\$100		
Speech Coach	6.5%	7.5%	8.5%	Future Leaders of America Advisor	\$700		
Cheerleading Advisor	6.5%	7.5%	8.5%	ELC Coordinator	\$500		
BPA Advisor	6.5%	7.5%	8.5%	Middle School Math League	\$200		
Mock Trial Advisor	6.5%	7.5%	8.5%	High School Math League	\$200		
Knowledge Bowl Advisor	6.5%	7.5%	8.5%	Middle School Advisory Coordinator	\$400		
HS Student Council Advisor	6.5%	7.5%	8.5%	High School Ecology (2)	\$250		
Robotics Coach	6.5%	7.5%	8.5%				
Lego League Coach-Asst Robotics	6.5%	7.5%	8.5%				
Musical Technical Director	6.5%	7.5%	8.5%				
Non-Musical Technical Director	6.5%	7.5%	8.5%				
Asst. Musical - Instrumental Director	6.5%	7.5%	8.5%				
Unified Sports	6.5%	7.5%	8.5%				
Assistant Cross Country	6.5%	7.5%	8.5%				

Percentages are based on BA Step (1) of the current year salary schedule.

Upon completion of an activity or sport and verification of completion, employees in Groups 1-7 above shall be paid at the next regular pay period. If there is not a varsity program for a particular sport, then the Junior Varsity Coach will be paid as a Head Coach.

SCHEDULE D - Extra Compensation Rates

2023-2024

Hourly rate for outside contract time for non student contact work - \$25.59

Hourly rate for outside contract time for student contract work - \$33.46

Hourly rate for Overloads - \$39.37

The hourly rate is determined by taking the average hourly rate of Schedule A of BA Step 1 and MA+20 Step 14. 65% for non student contract work, 85% for student contract work and 100% for overloads.

2024-2025

Hourly rate for outside contract time for non student contact work - \$26.45

Hourly rate for outside contract time for student contract work - \$34.59

Hourly rate for Overloads - \$40.69

The hourly rate is determined by taking the average hourly rate of Schedule B of BA Step 1 and MA+20 Step 14. 65% for non student contract work, 85% for student contract work and 100% for overloads.

MEMORANDUM OF UNDERSTANDING (MOU)

between

Watertown-Mayer Independent School District No. 111

and

Education Minnesota Watertown-Mayer

WHEREAS, Watertown-Mayer Independent School District No. 111 and Education Minnesota Watertown-Mayer have mutually agreed, through the 2023-2024 negotiation process, to waive the following requirements to reserve their basic staff development revenue for the 2024-2025 school terms according to the terms of the following Minnesota State Statute:

122A.61 RESERVED REVENUE FOR STAFF DEVELOPMENT:

Subdivision 1: Staff Development Revenue:

A district is required to reserve an amount equal to at least two (2) percent of the basic revenue under section 126C.10, subdivision 2, for in-service education for programs under section 120B.22, subdivision 2, for staff development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teachers’ evaluation, teachers’ workshops, teacher conferences, the cost of substitute teachers staff development purposes, pre-service and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. A district may waive the requirement to reserve their basic revenue under this section if a majority vote of the licensed teachers in the district and a majority vote of the school board agree to a resolution to waive the requirement. A district in statutory operating debt is exempt from reserving basic revenue according to this section. Districts may expend an additional amount of unreserved revenue for staff development based on their needs.

WHEREAS, this Memorandum of Understanding shall be effective on July 1, 2023 and shall expire on June 30, 2025, after which it shall have no force or effect.

WHEREAS, this Memorandum of Understanding constitutes the full and final agreement between the District and Union with regard to the waiving of the two (2) percent reserve requirement for basic staff development revenue as per the above Minnesota State Statute.

Date: _____

Education Minnesota Watertown-Mayer President

Date: _____

Watertown-Mayer ISD No. 111 Board Chair

ADDENDUM

Sick Leave Bank

A. Medical Emergency. The District and Association have established a sick leave bank (SLB) for qualifying employees and immediate family who experience a “medical emergency.” A “medical emergency” is defined as a medical condition of the employee that will require a prolonged absence from duty (meaning more than 5 consecutive duty days) and will result in a substantial loss of income because the teacher has exhausted all forms of paid leave.

B. Donations. Donations into the Sick Leave Bank will be open to all qualifying employees. Employees who choose to become a member of the SLB must donate one (1) day or eight (8) hours of their accumulated sick leave to the Sick Leave Bank. Employees will need to complete a donation form indicating participation by the 15th day of September the school year. An employee that previously declined membership, or is newly hired, can elect to participate at the beginning of the next school year. A completed SBL form must be completed and submitted to the District Office by the fifteenth (15th) day of September. Any employee who does not complete the proper form by the deadline stated within this section will not be a member of the Sick Leave Bank for that year.

C. Renewing SLB Balance. If the Sick Leave Bank reaches a balance below 120 days or 960 hours, each member will be notified and an additional donation of 1 (one) day or eight (8) hours to the SLB. If the employee does not donate the additional day or hours within the timeframe established by the school district, will not be a renewed member of the sick leave bank. At the renewal time, each member will need to complete a new SBL form. The SLB may not go into a negative balance.

D. Application Process. Employees who want to request a withdrawal of leave from the SLB must submit a written application to the District along with a medical certification from the teachers’ treating physician. The District will approve the application if all criteria in this Section are met.

The application will be reviewed by the SLB committee. Members of the committees shall consist of: 2 teachers, 1 person from the administration contracts, 1 from the managers group, 1 from the food services and custodial group, 1 from the para group, 1 from Secretary group and 1 from the school board. The committee will make the final decision on granting the use of SLB approval. The committee’s decisions are final and they cannot be grieved.

The SLB committee may approve fewer days than the employee requests, but the employee may reapply if approved days are exhausted. The number of approved days will be deducted from the SLB upon use by the employee.

E. Limit and Eligibility for Other Benefits. Employees may use up to 60 days or 480 hours from the SLB for full time employees. An employee may reapply if more days are needed. If a part time employees is granted SLB approval, the maximum amount of leave to be use is the employee’s FTE *60 days or 480 hours during their career with the School District. Employees will immediately become ineligible to draw from the SLB if they become eligible to receive long term disability benefits, workers’ compensation, other pay, or other benefits from the District or the State in place of any part of their salary.