Master Contract

Hayfield Community Schools

2025-2027

MASTER CONTRACT AGREEMENT 2021-2025

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AGREEMENT

ARTICLE I
PURPOSE

Section l. Parties:
THIS AGREEMENT is entered into between the Independent School District No. 203, Hayfield, Minnesota hereinafter referred to as the School District, and the Hayfield Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of l971, hereinafter referred to as P.E.L.R.A., as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II
EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:
In accordance with the P.E.L.R.A. of l971, the School District recognizes the Hayfield Education Association as the Exclusive Representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and 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 this Agreement and in said Act.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment:
The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, health insurance premiums for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. "Terms and conditions of employment" are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. 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 the assistant principals who devote more than fifty (50) percent of their time to administrative or supervisory duties, and such other employees excluded by P.E.L.R.A.

Section 3. Other Terms:
Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Definition of School District:
For purposes of administrating this Agreement, the term, “School District”, shall mean the School Board or its designated representative.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations:
The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Exclusive Representative also recognizes the right, obligation and duty of the School Board

and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. 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. Right to Views:
Pursuant to P.E.L.R.A. 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 full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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.

Section 3. Dues Check-Off:
Any teacher who is a member of the exclusive representative or who has applied for membership may sign and deliver to the School District an assignment authorizing deduction of membership dues in the exclusive representative, including Education Minnesota, the American Federation of Teachers and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing from the Union President during the week preceding October 1 of any year. The School District agrees to implement all the terms of dues check-off authorizations submitted to the School District by the Exclusive representative and agreed to by the Employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. Pursuant to such authorization, the School District shall deduct one-twelfth (l/l2) of such dues from the regular salary check of the teacher each month for twelve (12) months, beginning in September of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 5. Dues Remittance:
With respect to all sums deducted by the School District pursuant to authorization of the employee, the School District agrees promptly to remit to the exclusive representative all sums, accompanied by an alphabetical list of teachers for whom such deductions have been made, and indicating any change in personnel from the list previously furnished. The exclusive representative agrees promptly to advise the School District of all members of the exclusive representative in good standing from time to time, and to furnish any other information needed by the School District to fulfill the provisions of this Article, and not otherwise available to the School District.

Section 6. Board-Association Consultation:
The School Board shall consult with the exclusive representative on construction programs, renovation of classroom facilities, or major revisions of education policy, which are proposed or under consideration and the exclusive representative may be given opportunity to advise the School Board with respect to said matters prior to their adoption and/or general publication.

Section 7. Additional Rights:
Nothing contained herein in this Agreement shall be construed to deny or restrict to any teacher, rights he/she may have under the Minnesota School Laws and/or other applicable laws and regulations. The rights granted to

teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 8. Use of School Buildings:
The exclusive representative, together with its representative, shall have the right to use school buildings during non-teaching hours for meetings. The provisions of this section shall not be applicable during the period of a teacher work stoppage of any kind.

Section 9. Teacher Facilities:
In order to permit freedom of access both during and after regular hours, all teachers shall be given keys to the faculty lounge, teacher work area, and interior hallway doors of their base school, and upon request, and subject to School District regulation, shall be provided with a key or other means of access to an outside door in their area of the building during non-school hours. The provisions of this section shall not be applicable during the period of a teacher work stoppage of any kind.

Section 10. Payroll Deductions:
The School District agrees to authorize deductions from teachers' salaries for mutually agreed upon programs, i.e. annuities, insurance, and credit unions, etc.

Section 11. Staff Development Committee:
All teacher members of staff development committees, including the District Staff Development Committee and the Site-based Teams, will be selected by the Hayfield Education Association.

Section 12. Maintenance of Standards:
This Agreement shall constitute the full complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written signed amendment to this Agreement.

Any individual contract between the School Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix C, and shall be expressly made subject to, and consistent with, the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The School Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under P.E.L.R.A.

This Agreement shall supersede any rules, regulations or practices of the School District, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the School District. All teachers covered under this Agreement who participate in the production of video and/or audio recordings, publications or other produced educational material shall retain residual rights should they be copy written or sold by the School District.

ARTICLE VI
SALARIES

Section 1. Basic Salaries:
All basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect July 1, 2025 to June 30, 2027 only.

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

B. Board Rights:
The School District has the right to withhold an increment with just cause. The School Board also has the right to pay above the salary schedule with the advice and consent of the bargaining agent. Present faculty above schedule will remain there.

Section 2. Salary Schedule:
The salary schedule is based upon the regular school calendar, and for the normal teaching assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at one-twelfth (1/12) of annual salary per month.

Section 3. Teachers' Checks:
Teachers' salaries will be paid monthly on the 20th of each month and summer salaries are to

be paid on June 20th, three separate deposits.

Section 4. Deductions:
All paid deductions for unexcused absences will be made on the basis of the eight-hour day and forty-hour week. Any pay additions shall be made on the same basis. The daily rate, for purposes of calculating deductions, will be l/182 of the annual salary of the employee for the 2025-2027 school years.

Section 5. Extra Teaching Assignments – Secondary and Elementary:

A. Current Teachers:
Pay for a sixth (6th) class in the high school shall be calculated at one-sixth (l/6) of the teacher's regular salary if the class is in lieu of a preparation period. This shall be reduced to one-twelfth (1/12) if the class is in lieu of a study period.

B. New Secondary Teachers:
For employees hired after January 10, 1996, a sixth class will not be reimbursed as described in the above paragraph. A sixth assignment shall be a "normal" assignment for such new secondary employees. A seventh assignment shall be paid in accordance with Article VI, Section 5, Paragraph A.

C. Elementary Combined Classroom:
In the event an elementary teacher is teaching a classroom of combined grade levels, they will receive additional compensation equal to 1/14 of their base salary.

D. Homebound Instruction:
The rate of pay for homebound instruction will be paid at a rate of $25.00 an hour. Mileage to and from the student's place of residence will also be paid for this service. When an opening is posted, the district teachers will have the right of first refusal. Openings will be posted for a minimum of 24 hours.

E. Elementary Overload:
In the event an elementary classroom teacher has over 30 students in their room, the teacher will be paid an overload of 1/12 of their annual salary prorated for the number of days over the 30 student limit.

F. Homeroom:
Teachers who will be assigned a Homeroom in the Middle School and High School for the purpose of delivering instruction in the areas of Ramp-Up to Readiness, digital literacy, financial literacy, et. al. will be compensated the following yearly stipends. Grades 9-12: $600, Grade 8: $400, Grade 7: $200, Grade 6: $0.00, Coordinator: $750 (in addition to extended contract)

G. College Credit Classes:
A teacher will receive a $1000 stipend per course for classes that are offered for college credit. If the class is a semester class, a $500 stipend will be paid per course.

Section 6. Salary Classification:
Salary classification for the year shall be based on the degree of training on September 1 with the following exception: Additional graduate credits earned during the year which cause a change in lane or degree status on the Master Agreement shall be credited to the teacher on September 10, January 10, and May 10 after receipt of official transcript of said change. Teachers who change classification will move horizontally on the salary schedule.

A. Masters Degree Equivalency:
All teachers who have the Masters Degree equivalency [sixty (60) hours of graduate credit] prior to September 30, 1991, shall remain on the Masters Degree lane for the duration of his/her career.

B. College/University Credits:
Acceptable credits and/or degree(s) earned shall be in courses that are germane to the teacher's teaching assignment, as solely determined by the School District. Fifty percent (50%) of all credits to be considered for application on any lane change must be germane in the area of teaching as specified on the teaching certificate. Fifty percent (50%) may be selected by the teacher in any area in which he/she would like to expand their instructional expertise.

C. Prior Approval:
All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing prior to the taking of the course. A 3.0 grade point average must be maintained to receive additional credits for a lane change. No more than twenty-five percent (25%) of the credits may be taken as pass/fail.

D. Credit tabulation:
One (1) semester hour equals 1.5 quarter hours.

Section 7. Payment of Present Salary:

The rules contained herein relating to the application of credits on the salary schedule, shall not deprive any teacher on any salary schedule placement already recognized and actually being paid for the 1992-93 school year (grandfathered BS-60).

Section 8. Prior Teaching Experience - Teacher Hiring:
The School Board agrees to hire only fully certified teachers holding standard certificates issued by the Department of Education for every teaching assignment.

Section 9. Part-Time Teachers:
All teachers under contract half time or more (a minimum of three class assignments - secondary, and three instructional hours - elementary) will advance one step on the salary schedule for each year of employment. Teachers under contract for less than half time will advance one-half step.

Section 10. Longevity Pay:
A teacher employed by the School District with at least fifteen (15) years of teaching service to the School District and in his/her at least second year at "Step 17" shall receive an annual longevity payment of $1000 to his/her applicable salary schedule above "Step 17" for 10 years. After being eligible to receive 10 years of $1000 of longevity pay, teachers will receive an annual longevity payment of $1500 to his/her applicable salary schedule above "Step 17" for the remaining years of employment. If a teacher is less than 1.0 FTE, the longevity pay will be prorated the same as their salary (i.e., someone at 0.5 FTE would receive $500 for the first 10 eligible years). In the event of a hard freeze of the salary schedule, longevity pay will not be given that year, but the year counts toward the 10 years at $1000 before going up to $1500.

OR

A teacher in his/her 5th through 14th year of assignment at "Step 17" of the salary schedule shall receive an annual longevity payment of $1000 to his/her applicable salary schedule above "Step 17" for 10 years. After being eligible to receive 10 years of $1000 of longevity pay, teachers will receive an annual longevity payment of $1500 to his/her applicable salary schedule above "Step 17" for the remaining years of employment. If a teacher is less than 1.0 FTE, the longevity pay will be prorated the same as their salary (i.e., someone at 0.5 FTE would receive $500 for the first 10 eligible years). In the event of a hard freeze of the salary schedule, longevity pay will not be given that year, but the year counts toward the 10 years at $1000 before going up to $1500.

ARTICLE VII
EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule:
The wages and salaries reflected in the attached Appendix B shall be a part of this Agreement.

ARTICLE VIII
INSURANCE

Section 1. Insurance Coverage:
The School District shall provide for full-time employees up to $13,704.00 for the 2025-26 school year, and $14,208.00 for the 2026-27 school year toward family coverage, to a faculty member with dependents, for major medical insurance policy. The School District shall provide for full-time employees, up to $10,704.00 for the 2025-26 school year, and up to $11,208.00 for the 2025-26 school year toward an employee + spouse or employee + child(ren) major medical insurance policy. The School District shall provide for full-time employees up to $9,108.00 for the 2025-26 school year, and $9,108.00 for the 2026-27 school year toward single major medical insurance policy. For those employees electing to take the HSA Option that is offered within each tier, the school district will match up to $504 per school year, deposited directly into an established HSA per ACA regulations. For members of School District faculty in which both husband and wife are full-time employees, one (1) family policy or two single policies will be offered at no cost. The School District shall provide a long-term disability insurance coverage for full-time faculty members, paid in full by the District. The School District shall provide for full-time employees term life insurance coverage of $25,000.00, effective July 1, 2015. The School District will provide pro-rated coverage for part-time teachers. Part-time teachers shall be defined as those employees who are employed at a minimum average of 20 hours per week and a minimum average of 90 contract days. Employees will have the option to increase life insurance coverage to $50,000 at their own costs. The rates for increased coverage will be based on age and will require a minimum of ten (10)

participants.

Section 2. Sick Leave Insurance:
In the event that an employee, absent because of illness or injury, has exhausted sick leave, the above mentioned fringe benefits shall continue throughout the balance of the school year.

Section 3. Payment of Insurance:
The School District shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

Section 4. Retirees' Health Insurance:
Staff hired before July 1, 2011, who have been employed fifteen (15) consecutive years in the district, will receive annual district contributions to a Health Care Savings Plan (HCSP). Each eligible retiree shall receive $300 per month (if retired before January 1, 2018) or $350 per month (if retired after January 1, 2018) for ten years following retirement or until becoming Medicare eligible, whichever comes first. The annual amount will be contributed to the HCSP by September 1 of each year. Retirees may participate in the district's health insurance plan at their own expense.

A. Death of Retired Teacher Benefit:
If a retired teacher dies before all or a portion of the HCSP contributions have been made, the teacher's spouse and/or dependents and/or beneficiaries shall be eligible to receive the remaining annual payments in cash on September 1 of each year.

B. Teachers who plan to retire must submit a letter of resignation to the Superintendent by no later than March 1 of the year in which retirement will take effect in order to qualify for the retirees' health insurance benefit that is offered by the school district. The school district may, at its discretion, waive this date for unusual circumstances.

Section 5. 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; no claims shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Section 6. HRA Option for Non-Insurance Participants:
Any employee who (a) is not enrolled in the district health insurance plan and (b) provides the School District proof of health insurance coverage qualifies for the following: Will contribute $300.00 a month for the 2025-26 school year, and $300.00 a month for the 2026-27 school year into a HRA account for all employees eligible to receive full benefits. Employees not eligible for full benefits will have this contribution prorated.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:
Each teacher shall be credited with **fifteen (15) days of sick leave** at the beginning of each contract year. Sick leave is pre-loaded in full on the first day of the teacher's work year, cumulative to 180 days.
If a teacher does not complete their full contract year, sick leave shall be **prorated on a monthly basis** (1.5 days per month of service). In the event that the teacher has used more sick leave than the prorated amount earned at the time of separation, the value of the excess days used shall be **deducted from the teacher's final paycheck** or otherwise reimbursed to the District.

~~Annual sick leave shall accrue at the rate of five (5) days per month for the first three (3) months of employment of each school year, cumulative to 180 days.~~

A. Illness:
Sick leave shall include: personal illness of the teacher and illness of child (which includes stepchild, biological, adopted or foster children) or any person that the teacher or spouse is a legal guardian for. Up to five (5) days of sick leave per year may be used for the care of a parent, grandchild, step-parent, father-in-law, mother-in-law, or adult child. Up to a total of fifteen (15) days per year of sick leave may be used for the illness of the teacher's spouse, except that the Superintendent can grant the use of additional sick leave days at his/her sole discretion.

In addition, employees who have worked 12 months or more for the district can use up to 20 days per year of the employee's sick leave as sick or safety leave as per Minnesota Statutes section 181.943 for an adult child, spouse,

sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent provided the employee has unused sick time at the time of such absence. The School District shall have the right to request a medical certificate from a qualified physician as evidence of serious illness of the above listed persons.

B. Bereavement:

When a death in the teacher's family occurs, the amount of paid time off to attend the funeral is allocated according to the relationship of the deceased person. Up to eight (8) sick leave days are allowed for the funeral of a spouse or child or any person that the teacher or spouse is a legal guardian for. Up to five (5) sick leave days are allowed for the funeral of mother, father, brother, or sister. Up to three (3) days of sick leave are allowed for the funeral of a grandchild, son-in-law, daughter-in-law, grandfather, grandmother, mother-in-law, father-in-law, grandparent-in-law, sister-in-law, and brother-in-law, and one (1) sick day for aunts, uncles, nieces and nephews of the employee and his/her spouse. One sick day may also be granted in such case that the employee may be requested to participate in a funeral in a non-compensatory manner. The Superintendent can grant the use of additional sick leave days at his/her sole discretion. Staff members attending funerals for persons other than those listed above must use personal time off or leave without pay.

C. Overused Sick Leave:

If the teacher exceeds accrued sick leave, the School District shall withhold 1/182 of said teacher's salary for each day of absence.

D. Emergency Leave:

When serious illness or injury occurs within a teacher's family, the teacher may use up to a total of 15 sick leave days for the serious illness or injury of the teacher's mother, father, brother, sister or grandchild. The teacher, with the Superintendent's approval, may use up to three (3) days' sick leave for illness or injury of the teacher's in-laws and grandparents. This is deducted from the fifteen (15) sick leave days.

E. Sick Leave Bank:

Leave donation for extraordinary and/or catastrophic need.

1. Catastrophic Illness –

The School District and HEA recognize that occasions may arise when HEA members may deplete the usual sick leave benefits available to them, due to their own or an immediate family member's catastrophic illness or accident.

2. Eligibility –

A full-time HEA member may be eligible to receive donated leave only after the employee has exhausted the sick leave and personal leave, which they were entitled to use. In order to receive donated leave an employee must file a request with the superintendent.

3. Establish Purpose/Need –

A leave recipient may only use the donated days for the purpose for which the leave was approved and only for the time lost from scheduled work hours. The employee may be required to submit documentation to establish need and the length of time for which the leave is needed.

4. Voluntary Pledge –

When need has been established, a pledge program will be put into place whereby fellow employees may voluntarily pledge one (1) day of paid personal leave to the employee with the need. Employees wishing to donate a day of paid personal leave shall complete and sign a pledge sheet, which will be filed with the superintendent. The leave will be deducted from the donor's balance of personal leave and credited to the record of the employee in need.

~~5. School District Match –~~

~~The School District will match each day of paid personal leave donated by HEA members up to 45 days. This will create two (2) days of sick leave for each of the 45 days of paid personal leave donated by HEA members for a maximum of 90 days. If more than 45 HEA members donate a personal day, the number of days over 45 will not be matched but will still go to the sick leave bank.~~

6. Unused Days –

Any unused sick leave bank days will be carried over for future established needs. A record of unused days will be available in the District Office.

7. Anonymity –

All pledges will remain anonymous and information relating to this program shall be handled in accordance with Government Data Practices Act M.S. 13.43, Subd 2.

F. Unused Sick Days:

1. Sick Leave Buy Out –

Every two (2) years beginning in 2019-2020 a teacher may trade in twenty (20) sick days for the use of (2) PTO days. A minimum of eighty (80) sick days are required in order to participate. If a teacher opted to use this option in 2019-2020, they would not be eligible again until 2021-2022.

Section 2. Other Leaves of Absence:

A. Jury Duty & Witness Obligation:

A teacher called for jury duty or receiving a subpoena as a witness in a legal proceeding, shall be compensated for the difference between the teaching pay and pay received for the legal obligation on a jury or as a witness for the performance of such obligation if testimony occurs on a contracted day of work and during the basic teaching day and providing such obligation does not involve any action brought against the School District. The teacher will receive any remuneration in excess of the teacher's per diem pay.

B. Professional Growth Leave:

A teacher with a minimum of three (3) years' service in the School District may be granted a leave of absence for professional growth according to the following:

1. Written application must be made to the School Board prior to March 1 of the school year preceding the intended leave. Such application shall state the nature of the leave, including the specific activities in which the teacher expects to participate.

2. The School Board shall notify the teacher of an approved/disapproved leave no later than April 15.

3. Leaves may be approved under this section for a period of up to one (1) year for purposes including, but not limited to, study at an accredited college or university related to the teacher's professional responsibilities, foreign or military teaching, or a cultural or work program related to the teacher's professional position.

4. Such leaves shall be without wage or fringe benefit compensation by the School Board; however, upon return from such leave granted for teaching experience, the teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period and shall maintain the same fringe benefits to which he/she is entitled. Graduate credits earned while on such leave may be used to advance on the salary schedule.

C. Military Leave:

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist, in lieu of being drafted, for military duty in any branch of the armed forces of the United States. Such leaves shall be without wage or fringe benefit compensation by the School Board. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule, and shall maintain the same fringe benefits, as he/she would have accrued had he/she taught in the School District during such period.

D. Political Leave:

A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, an elected office. Such leaves shall be without wage or fringe benefit compensation by the School Board. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule, and shall maintain the same fringe benefits, as he/she would have accrued had he/she taught in the School District during such period.

E. Maternity/Paternity/Adoption Leave:

The School Board shall grant an adoption or maternity leave to any teacher who makes a written application for such leave. Up to thirty (30) working days' sick leave may be used by the pregnant teacher for normal pregnancies.

1. Upon learning of the date of adoption or three (3) months prior to the effective date of the maternity/paternity leave, the teacher shall submit a written application for said leave to the School Board.

2. Adoption, maternity, and paternity leave will commence at the date of adoption or birth for a period of time that does not exceed twelve (12) calendar months.

3. Upon signifying his/her intent to return to work within the twelve (12) calendar month period, the teacher shall be reinstated to his/her original job, or to a position of like status and pay. The continuing agreement shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits, which he

or she has accrued prior to taking adoption or maternity leave.

F. Family and Medical Leave (FMLA):
FMLA leave shall be granted pursuant to applicable law.

G. Association Leave:
A teacher(s) needing to attend an NEA, MEA, or HEA meeting, approved in writing by the Superintendent and HEA president, and scheduled on a school day, shall be granted an association leave of up to three (3) days total. The substitute teacher's salary for such leave will be paid by the HEA, and dependent on the availability of teacher substitutes.

H. Personal Time Off (PTO):
At the beginning of every school year, each teacher shall be credited with three (3) days, without the loss of wages or benefits, to be used for personal time off work. A teacher planning to use a PTO day shall notify his/her principal in writing, as early as possible, but in any event at least three (3) days in advance, except in cases of emergency. A maximum of three (3) teachers in the high school (6th-12th grade) and three (3) teachers in the elementary (PreK-5th) may take their PTO leave, paid or unpaid, on a given day. One additional PTO day will be granted in each building if the School District can find a substitute for that day.

1. A teacher may choose to return ~~up to two (2)~~ any PTO days to the District for the minimum sub pay rate.

2. No teacher may take PTO days the last week, full or partial, of student-contact days at the conclusion of the school year.

3. PTO must be taken in one-half day or one full eight (8) hour duty day.

4. No teacher will be allowed to take more than one (1) PTO day without pay.

5. A teacher may carry over up to two (2) personal days to the next school year, and this transfer will occur automatically. At no time will the accumulated days exceed five (5) total days. Requests for payment must be submitted in writing to the district office by May 1st.~~Notification of intent to carry over unused personal days must be submitted in writing to the district office by May 20th~~. A teacher will not lose a PTO day for emergency closings.

I. Selective Service Exams:
Teachers called for selective service physical examinations shall be excused without loss of pay for such purposes.

J. Unrequested leave of absence and seniority policy:

1. Purpose –
The School District shall make the determination whether any teaching positions shall be discontinued. The School District may place a teacher on unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes cause by consolidation of districts.

2. Definitions -
a. For the purposes of this policy, the terms defined shall have the meanings respectively ascribed to them.

b. "Teacher" shall mean those members of the unit as defined by P.E.L.R.A. and this Agreement.

c. "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

d. “Subject Matter or Field” shall mean teachers in the following category:

Elementary Categories:
1) teaching, grades kindergarten - six (including instructional consultants); 2) art; 3) counselors.

Secondary Categories:
1) art; 2) business education/voc. business education: 3) counselor; 4) foreign language; 5) family and consumer sciences; 6) industrial arts/voc. industrial arts; 7) mathematics; 8) science; 9) social studies; 10) agricultural education; 11) language arts.

K-12 Categories:
1) special education teaching categories; 2) instrumental music; 3) school nurse; 4) vocal music; 5) physical education; 6) health; 7) social worker; 8) media specialist; 9) counselor.

For seniority purposes, district-wide coordinators and consultants will be considered as part of the subject matter most closely related to the teacher’s current assignment.

e. "Seniority" means continuing contract, qualified teachers commencing with

the first day of actual service in the School District, and shall exclude probationary teachers. Teachers on authorized leave under Article IX shall continue to accrue seniority. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122.A.40, but whose employment was subsequently reinstated by action of the School District and teacher, without interruption of regular service, shall retain his/her seniority.

3. Unrequested Leave of Absences:

a. The School District may place on unrequested leave of absence for a period not to exceed three (3) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation with another district or districts. Such leave shall be effective at the close of the school year.

b. Unrequested Leave of Absence - Certifications: In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent's office for filing as of March 31 of such year, shall be considered for purpose of determining layoff within areas of certification for the following year. A certificate filed after March 31 shall be considered for purposes of recall, but not to the current reduction.

c. 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:

1. States the applicable grounds for the proposed placement;

2. 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

3. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action.

4. Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122.40 or M.S. 122A.41 and, therefore shall not be subject to the grievance procedure.

d. Teachers placed on such leave shall receive notice by May 1st of the school year prior to the commencement of such leave with reasons for said placement.

e. Placement: A Teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1-licensed, Tier-2 licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

f. In the event of a staff reduction, actions affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be:

1. Total years of teaching experience
2. Lane placement
3. Date/time of contract signing

g. Any teacher placed on such leave may engage in teaching or any other occupation during such period, and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave if the teacher is reinstated. Upon reinstatement, the teacher shall be credited with the amount of accumulated seniority earned during the time he/she had been placed on unrequested leave and his/her accumulated sick leave and other fringe benefits shall be restored.

h. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of 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 unrequested leave of absence process. If a teacher initiates the dropping of the license which qualified the teacher for the teacher's

current assignment, the School District may place the teacher on unrequested leave of absence, and the teacher shall have no bumping rights or realignments rights in another licensure area.

i. Employees accepting part-time positions after being placed on unrequested leave will be offered full-time positions they are qualified for as they become available.

4. Reinstatement:

a. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District covered by this Agreement, in the subject matter categories in which they are qualified, as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

b. When placed on unrequested leave, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by registered mail at the teacher's last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

c. If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher, who shall have ten (10) working days from the date of such notice to accept the re-employment. Failure to reply in writing within such ten-day period shall constitute waiver on the part of any teacher to further rights of employment or reinstatement.

d. Reinstatement rights shall automatically cease three (3) years from the date unrequested leave was commenced, and no further rights or reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

5. Establishment of Seniority List:

a. The School District shall create a seniority list (by name, amount of seniority, qualification and certification, number of approved credits and total years of public school teaching) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the School District, with a copy to the president of the exclusive representative.

b. Any person whose name appears on such list, and who may disagree with the findings of the School District and the order of seniority in said list, shall have twenty (20) teacher's duty days from the date of posting to supply written documentation, proof, and request for seniority change to the School District.

c. Within twenty (20) teacher duty days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list, and may make such changes. A final seniority list shall thereupon be prepared by the School District. If the exclusive representative disagrees with the final list prepared by the School District, it may bring a grievance pursuant to the provisions of Article XIII. Each year thereafter, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall, consistent with the provisions of this Article, govern the application of the unrequested leave policy until thereafter revised.

6. Effect:

This Article shall be effective at the beginning date of this Agreement, and shall govern all unrequested leaves until a new agreement between the School District and the exclusive representative, or its successor's exclusive representative, is officially signed and ratified. This Article shall govern for all certified teachers, and no other certified employees shall be entitled to the protection of this Article.

K. Workers' Compensation:

A teacher injured on the job in the service of the School District and collecting Workers'

Compensation Insurance may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance shall be deducted from his/her accrued sick leave.

Section 3. Personal Leave (Yearly):
For good cause shown to the School District, two (2) teachers annually may be granted a one (1) year leave. Conditions for such leave must be accurately represented and approved by the School District, prior to such leave. The leave shall be without compensation and fringe benefits. Upon return, said teacher shall be restored to his/her former position or a position of like nature or status. The teacher must notify the School District by February 1 during the year leave of absence if he/she plans on returning to his/her former position. If the teacher fails to notify the School District by February 1, he/she will automatically forfeit his /her right to return to his/her former position.

A. Continued Benefits:
A teacher on personal leave is eligible to participate in group insurance plans, but must pay the premium monthly for such benefits as he/she wishes to retain, commencing with the beginning of personal leave, if permitted under the insurance policy provisions.

B. Retainment of Sick Leave:
Sick leave days earned prior to personal leave will be retained by the teacher.

Section 4. Eligibility:
Full leave benefits provided in this article shall apply to only teachers who are employed as teachers on a full-time basis, up to a maximum of 1.0 FTE. Teachers who are employed as teachers on a part-time basis for at least 0.5 FTE shall be eligible for pro-rated benefits to the extent of their employment.

ARTICLE X
WORKING CONDITIONS

Section 1. Basic Day:
The basic teacher's day, inclusive of lunch, shall be eight (8) consecutive hours, but the specific hours at any individual building may vary according to needs of the educational program of the School District, and the specific hours for each building shall be designated by the School District. Starting times shall be confined to 7-9 A.M.

On days preceding holidays or vacations, a teacher's day shall end when the buses leave at the end of a regularly scheduled full day of school. For a day with an altered schedule, i.e., early dismissal, a teacher's day shall end at the regular time or through the completion of clock hours per arrangements made by the School District or its designated representative.

Section 2. Additional Activities:
In addition to the basic day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day, as is required by the School District or its designated representative.

A. Compensation Time:
Teachers required to work additional time shall have Principal/ Superintendent's approval. The teacher shall receive compensation time equal to the amount of time worked beyond the duty day. Compensation time will be paid at the rate of $20.00 per clock hour. Compensation time will be awarded for duties and responsibilities that are assigned outside of regularly scheduled contract time, i.e., elementary concerts, Title I nights, D.A.R.E. graduation, hiring committees, IEP meetings and high school registration. The Superintendent has the right to grant additional compensation time at his/her discretion. Compensation time shall not be granted to any teacher for time already compensated for under the provisions of this contract.

Section 3. Elementary Lunchroom:
The elementary teachers are free from the time they bring the children into the lunchroom until the children come back from eating.

Section 4. Preparation Time and Regular Student Contact Assignment:

A. Teachers shall be scheduled for a maximum of 360 minutes of regular classroom instructional time within the teacher's basic day, averaged during a work week.

B. For each 25 minutes of student classroom contact time, assigned as described in Subdivision 1 hereof, a licensed teacher will normally be provided a minimum of five (5) minutes of preparation time. While the School District will make reasonable effort to provide such preparation time on a daily basis, 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 activities. The School District shall make a reasonable effort to provide preparation time in usable blocks of time of at least 20 minutes in length insofar as practicable.

C. Full-time secondary classroom teachers shall, in addition to their lunch period, have six (6) class periods, one (1) preparation period, during which they will not be assigned to other duties, and one (1) period of an assigned duty, (study hall, etc.), and advisory or lunch duty.

Section 5. Emergency Late Starts:
In the event that the school starting time is delayed, the teachers shall report to school one (1) hour before school is designated to begin.

Section 6. Substitute Pay:
A teacher who subs during his/her preparation time shall be compensated twenty dollars ($20.00) per clock hour.

ARTICLE XI
LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:
Pursuant to M. S. 126.12, the School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school. The school year for the 2021-2025 school years shall consist of 182 duty days.

Section 2. Modifications in Calendar, Length of School Day:
In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day, or days, the teacher shall perform duties on such other days in lieu thereof as determined by the School District.

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 hours shall not be increased, i.e., a four day week with increased hours per day, but the total weekly hours not more than the regular five day week.

Prior to modifying the scheduled length of the school day pursuant to the above, or scheduling more than two (2) make-up days, the School District shall inform the HEA.

ARTICLE XII
SEVERANCE PAY and 403(B) TAX SHELTERED ANNUITY PLAN

Section 1.
Any teacher leaving the employment of the School District, having completed no less than fifteen (15) years of employment, shall be entitled to severance pay according to the schedule found in Section 2 of this Article.

Section 2.
A teacher terminating employment, after having completed no less than fifteen (15) years of employment with the School District, shall be entitled to a maximum of:

A. Up to one hundred and fifty (150) accumulated sick leave days at age 55 to retirement.

B. Such severance pay shall be based on 75% of the teacher's current per diem rate of pay, based on the salary schedule placement at the time employment is terminated, times the number of accumulated sick leave days (up to 150).

C. The severance payment shall be up to $30,000. The $30,000 shall be offset by any 403(b) match contributions (according to ARTICLE XII, Section 9) the school district has already made on the teacher's behalf while he/she was actively employed.

D. The school district will deposit the employee's severance pay directly into a Health Care Savings Plan (HCSP). The retiree will not receive any direct payment from the school district for severance pay.

Section 3.
An employee's age shall be determined by considering their age on the thirty-first (31st)

day of August in the school year that the teacher's employment is terminated.

Section 4.
Severance pay shall be paid out in two (2) equal payments commencing on June 20th of the current year, and the second payment on January 20th of the following year.

Section 5. Unrequested Leave of Absence and Severance Payback:
A qualifying teacher requesting and receiving severance funds after being placed on unrequested leave, shall be required to return all severance amounts to the School District if he/she is recalled back and accepts a teaching assignment in the School District.

Section 6.
Upon retirement, teachers may continue to participate in the School District's major medical health insurance program with one hundred percent (100%) of the premium rate paid by the retired teacher.

Section 7.
A teacher terminated from the School District for due cause, is not eligible for severance pay.

Section 8.
Any employee hired after the 1995-96 contract year, is not eligible for severance pay. The employee is eligible to participate in the 403(B) Savings Plan offered by the School District. The maximum contribution of the School District to the employee's 403(B) Savings Plan shall be $30,000.

Section 9. Deferred Compensation:
Effective upon ratification of the 2011-13 Master Contract, the School District shall make a contribution to a state approved 403(B) matching plan, in accordance with Minnesota Statute 356.24, as amended. Employees will be eligible for match amounts as indicated:

Year of Service Employee Is Starting in the	District Match Amount
0-3	$ 0.00
4-7	$ 500.00
8-11	$ 750.00
12-15	$ 1,000.00
16-19	$ 1,250.00
20+	$ 2,000.00

An employee must notify the School District business office digitally or in writing, of her/his intention to participate in, increase, or decrease participation amount in the plan by March 1 of each year. Unless otherwise notified, the School District shall continue the participation at the specified amount. Any retirement severance owed to an employee shall be reduced by the amount of matching dollars paid by the School District to the employee over the employee's career. Any remaining severance dollars shall be paid to the employee according to Section 4 of this Article (XII).

Section 10. Part-time FTE Match:
The School District's match amount will be equal to the FTE of the employee. *Example*: A .5 FTE employee with twelve years of service would be entitled to a maximum School District match amount of $500.

ARTICLE XIII
MISCELLANEOUS

Section 1. Academic Freedom:

A. Purpose:
The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inquire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of their values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is relatively free from censorship and artificial restraints upon free inquiry and learning.

B. Procedures:
Freedom of individual expression will be encouraged, and fair procedures will be developed to safeguard the legitimate interests of the school.

C. Due Process:
In case a conflict should occur, a hearing shall be held before the School Board, or its representative, within twenty (20) days of a request by the teacher or teachers involved in the conflict. During the hearing, the teacher, or teachers, may be represented by a member, or members, of the Hayfield Education Association of the Exclusive representative.

Section 2. Student Discipline:

A. Policy:
It is recognized that discipline problems

are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

B. Loss of Teacher Classroom Time:

Classroom time lost by a teacher while disciplining a student shall not be charged against the teacher.

Section 3. Teacher Discipline:

A. Suspension Without Pay –

This subsection covers all teachers in the bargaining unit.

1. Without Pay:

A teacher may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

2. Notice:

Suspension shall take effect upon the teacher's receipt of written notification from the superintendent of schools to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request within five (5) calendar days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested within such a five (5) calendar day period, it shall be deemed acquiescence by the teacher to the suspension.

3. Hearing:

If the teacher requests a hearing within the five (5) calendar day period the hearing shall take place within ten (10) calendar days (may be extended by mutual written agreement) after receipt of the request for hearing. At the option of the School Board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The teacher shall be notified of the date, time and place of the hearing, and the School Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

4. Grievance:

The decision of the School Board shall be subject to the grievance procedure as provided in this Agreement, commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School Board's decision.

B. Dismissal:

A member of the bargaining unit being considered for dismissal shall be covered by Minn. Statute §122.A, Subd. 7 and Minn. Statute §122.A. Subd. 13.

C. Disciplinary Action:

1. All disciplinary action, where possible, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following, but not necessarily in this order:

a. Oral reprimand, or
b. Written reprimand, or
c. Suspension with pay, or
d. Suspension without pay, or
e. Discharge / Termination

2. Before the School District takes action to terminate an employee, the School District will make a full and comprehensive investigation of the alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee(s) that could be sufficient cause for termination. If a preliminary investigation indicates that there may be sufficient cause for possible termination, the involved employee(s) will be so informed that the investigation will continue, and that the employee(s) may possibly be involved.

3. Association Representation:

The School District shall not meet with an employee, for the purpose of questioning the employee, during an investigation that may lead to discipline, without first offering the employee an opportunity for association representation. An employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the Local Association president or designated representative upon request. The

employee shall be advised of the nature of the allegation(s) prior to questioning.

4. Reprimand:

If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

5. Identifying Reprimands:

Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.

6. Notification:

A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When a suspension is intended, the School District shall, before or at the time the action is taken, notify the employee in writing of the specific reasons for such action.

C. Complaints:

No action shall be taken upon any complaint by a parent of a student directed toward a teacher, or shall be included in the teacher's personnel file unless the teacher is notified in writing. If any question of breach of professional ethics is involved, the exclusive representative shall be notified.

Section 4. Personnel File:

An employee's personnel file shall contain only materials that are related to his/her employment.

Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

An oral reprimand shall not become a part of an employee's personnel file. Investigations, which do not result in disciplinary actions, shall not be entered into an employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into the permanent personnel file. All entries shall be dated and signed. An employee shall have the right to place in his/her personnel file, a written response, which shall be attached to the relevant document.

Materials placed in the employee's personnel file, upon the employee's request and by a showing of the employee that such material is incomplete, inaccurate, or false, are to be corrected or immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee and/or to the employee's Association representative upon the written request of the employee. The employee shall have the right to reproduce any of the contents of his/her personnel file at their expense.

Section 5. Substitute Teachers and Student Teachers:

A. Once a teacher has reported unavailability, it shall be the responsibility of the School District to arrange for a substitute teacher.

B. For the school year, long-term substitute teachers over three hours per day shall go on the contract after 30 continuous days of substituting for the same teacher, and will be paid at an hourly rate equal to the current salary schedule divided by 182 days. Long-term substitute teachers over three hours per day that are hired for the entire school year will be placed on the contract according to this agreement. All salary and benefits will be on a prorated basis equal to the number of hours they work per day.

C. Supervisory Teachers:

Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a BS Degree in academic preparation who voluntarily accept the assignment, and they shall be known as "supervisory teachers." The parties recognize that "supervisory teachers" are not supervisory employees as defined in P.E.L.R.A.

1. Teacher Reimbursement –

The School Board shall disclose the amount received from the college placing the student teachers. Monies made available to the School District by the placing college shall be paid to the "Supervisory Teacher."

2. Evaluations –

The supervisory teacher shall file a written report and evaluation with the college coordinator and the administration, with a copy to the intern teacher each four (4) weeks.

Section 6. Publication of the Agreement:
One signed copy of this Agreement titled "Master Agreement between the Hayfield School District and the Exclusive Representative," shall be printed by the School District within thirty (30) days after the Agreement is signed and presented to the President of the Hayfield Education Association. Digital copies of the Agreement will be provided to all teachers now employed, hereafter employed or considered for employment by the School District. Further, the School District shall furnish a digital copy for each teacher of this Agreement.

Section 7. Conformity to Law:
If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 8. District Mileage Rates:
Mileage will be paid to school employees using their own automobiles for school business at the rate, which is in compliance with the maximum non-taxable business mileage reimbursement set by the School District at a rate no less than 90% of the current IRS rate.

ARTICLE XIV
GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

A. Extension:
Time limits specified in this Agreement may be extended by mutual written agreement.

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

C. 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 designated 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, but is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitations 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 of the Agreement allegedly violated and the particular relief sought within twenty-five (25) working days after the date that the first event giving rise to the grievance occurred. Failure to file a 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.

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

A. Level I:
If the grievance is not resolved through informal discussions, the school principal shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

B. Level II:
In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such

appeal is made in writing, within ten (10) working 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 (10) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

C. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) working days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within ten (10) working days after the receipt of the appeal. Within ten (10) working 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 grievance and provide recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance:

Failure by the School Board or its representative 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 7. Arbitration Procedures:

In the event that the teacher and the School District are unable to resolve the grievence, any grievance may be submitted to arbitration as defined herein.

A. 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 (5) days following the decision in Level III of the grievance procedure.

B. Prior Procedure Required:

No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provision.

C. Selection of Arbitrator:

Upon the proper submission of a grievance under terms of this procedure the parties shall within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven (7) arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question will be decided by the flip of a coin.

D. Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance, which shall include the following:

a. The issues involved.
b. Statement of the facts.
c. Position of the grievant.
d. The written documents relating to Section 5, Article XII of the grievance procedure.

2. The School District shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

E. 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.

F. Decision:

The decision by the arbitrator shall be rendered within thirty (30) 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 in P.E.L.R.A., as amended.

G. Expenses:

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses, 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 either party. The parties shall share equally fees and expenses of the arbitrator. The cost of the transcript or recording, if requested by either or both parties, shall be paid by the party or parties making the request.

H. 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 the 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.

ARTICLE XV
POSTING OF VACANCIES

Section 1: Vacancy Notices:
Notices of vacancies will be posted on the School District website, with the link to the posting sent in an email to each certified teacher as soon as the School District is aware of the existence of such vacancies. If interested in the vacant position, employees need to inform their building principal in writing.

Section 2: Notice Information:
Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned, and date by which the application is to be returned. Vacancies shall not be filled in less than two (2) weeks from the date of posting, except in the case of an emergency.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations:
This agreement shall be effective as of July 1, 2025, and shall continue thereafter according to P.E.L.R.A. until June 30, 2027. If a new and substitute agreement has not been duly entered into prior to June 30, 2027, the terms of this Agreement shall continue in full force and effect until such substitute agreement is adopted.

Section 2. Effect:
This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the teachers of the School District. The provisions herein relating to terms and condition of employment supersede any and all prior agreements, resolutions, practices, School District polices, rules or regulation concerning terms and conditions of employment inconsistent with these provisions.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR THE	***FOR***
Hayfield Education Association:	**Independent School District No. 203:**
_____	_____
President	School Board Chair
_____	_____
Secretary	School Board Clerk
_____	_____
Chief Teacher Negotiator	Superintendent

Dated:_____

2025-2026 SALARY SCHEDULE:

	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30
STEP							
1	46,608	47,839	49,167	50,908	51,849	53,103	53,633
2	47,642	48,870	50,201	51,567	52,896	54,153	54,695
3	48,675	49,908	51,244	52,585	53,942	55,198	55,751
4	49,705	50,940	52,281	53,628	54,991	56,250	56,812
5	50,739	51,978	53,320	54,671	56,032	57,296	57,869
6	52,801	54,043	55,396	56,756	58,129	59,390	59,985
7	54,869	56,114	57,469	58,839	60,219	61,489	61,551
8	56,928	58,180	59,550	60,924	62,313	63,585	64,223
9	59,001	60,247	61,624	63,008	64,406	65,685	66,341
10	61,065	62,317	63,706	65,099	66,501	67,778	68,457
11	63,126	64,387	65,780	67,185	68,591	69,874	70,572
12	65,192	66,456	67,853	69,264	70,684	71,973	72,692
13	67,879	69,146	70,557	71,974	73,402	74,699	75,447
14	69,786	71,056	72,476	73,905	75,340	76,639	77,406
15	70,715	71,990	73,413	74,841	76,280	77,582	78,358
16	71,641	72,919	74,346	75,783	77,225	78,526	79,310
17	73,055	74,333	75,761	77,196	78,640	79,939	80,739

2026-2027 SALARY SCHEDULE:

	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30
STEP							
1	47,423	48,676	50,027	51,798	52,756	54,033	54,572
2	48,476	49,725	51,080	52,469	53,821	55,101	55,652
3	49,527	50,782	52,141	53,506	54,886	56,164	56,727
4	50,575	51,832	53,196	54,567	55,953	57,235	57,806
5	51,627	52,888	54,253	55,628	57,012	58,299	58,882
6	53,725	54,989	56,365	57,749	59,146	60,430	61,034
7	55,829	57,096	58,475	59,869	61,273	62,565	62,628
8	57,924	59,198	60,592	61,990	63,403	64,697	65,346
9	60,033	61,302	62,702	64,110	65,533	66,834	67,502
10	62,134	63,407	64,821	66,238	67,665	68,964	69,655
11	64,230	65,514	66,932	68,360	69,791	71,097	71,807
12	66,333	67,619	69,040	70,476	71,921	73,232	73,964
13	69,067	70,356	71,791	73,233	74,687	76,006	76,767
14	71,008	72,300	73,744	75,198	76,658	77,980	78,761
15	71,953	73,250	74,697	76,151	77,615	78,940	79,729
16	72,895	74,195	75,647	77,110	78,577	79,900	80,698
17	74,334	75,634	77,087	78,547	80,016	81,338	82,152

APPENDIX B

EXTRA-CURRICULAR SCHEDULE

2025-26 $5,500.00 2026-27 $5,500.00

YEARS OF EXPERIENCE INDEX

1.0=$5,500.00 1.0 = $5,500.00	0	1	2	3	4	5	6	7	8	9	10	11-15	16+
Academic Triathlon	0.10	0.12	0.14	0.16	0.18	0.20	0.22	0.24	0.26	0.28	0.30	0.35	0.40
~~Assistant Play Director (per play)~~	~~0.10~~	~~0.12~~	~~0.14~~	~~0.16~~	~~0.18~~	~~0.20~~	~~0.22~~	~~0.24~~	~~0.26~~	~~0.28~~	~~0.30~~	~~0.35~~	~~0.40~~
Band at Games	0.20	0.22	0.24	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.45	0.50
FFA Advisor	0.60	0.63	0.66	0.69	0.72	0.75	0.78	0.81	0.84	0.87	0.90	0.95	1.00
Folk Group, Jazz Band	0.25	0.27	0.29	0.31	0.33	0.35	0.37	0.39	0.41	0.43	0.45	0.50	0.55
Instrumental Music	0.20	0.22	0.24	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.45	0.50
~~Math Counts~~Math Masters (HES)	0.07	0.09	0.11	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.33	0.38
Math League (HHS) (Vacant)	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.29	0.31	0.33	0.35	0.40	0.45
Robotics (Vacant)	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.29	0.31	0.33	0.35	0.40	0.45
SADD (2)	0.07	0.09	0.11	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.32	0.37
School Patrol	0.06	0.07	0.08	0.09	0.10	0.11	0.12	0.13	0.14	0.15	0.16	0.21	0.26
Speech Advisor (2)	0.20	0.22	0.24	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.45	0.50
Student Council (2)	0.07	0.09	0.11	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.32	0.37
~~Target Team (2)~~	~~0.07~~	~~0.09~~	~~0.11~~	~~0.13~~	~~0.15~~	~~0.17~~	~~0.19~~	~~0.21~~	~~0.23~~	~~0.25~~	~~0.27~~	~~0.32~~	~~0.37~~
Vocal Music	0.20	0.22	0.24	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.45	0.50
Yearbook, School Paper	0.40	0.46	0.52	0.58	0.64	0.70	0.73	0.76	0.79	0.82	0.85	0.90	0.95

Event supervisor	$80.00 $160 for full day	
Athletic chaperones & workers	$50.00 ~~$30~~	
Summer/winter open gym supervisors	$25.00	
Volleyball Line Judge	$70.00	
Referees (Junior High Games)	$45.00 ~~$40~~	
Referees (9th & B Squad Games)	$55.00 ~~$50~~	
Weight Room Supervisor	$15.00	Per hour
Prom (On school grounds)	$800.00	Divided among advisors when dance is held on school grounds
Prom (Off school grounds)	$300.00	Divided among advisors when dance is held off school grounds
Elementary Music Director	$150 /concert ~~$100~~	
Play Director	$1500/Play, $2000/Musical	
Assistant Play Director	$750	
Musical Play Vocal Director	$750	
Accompanist for HS Concerts (Outside Accompanist)	$150/concert	

Activity Director position = .4 FTE, plus amount below from extra-curricular schedule

	0	1	2	3	4	5	6	7	8	9	10	11-15	16+
Activity Director	1.25	1.30	1.35	1.40	1.45	1.50	1.53	1.56	1.59	1.62	1.65	1.75	2.00
Head FB, VB, BB, WR	0.80	0.84	0.88	0.92	0.96	1.00	1.03	1.06	1.09	1.12	1.15	1.25	1.50
Ass't./JV FB, VB, BB, WR	0.52	0.55	0.58	0.61	0.64	0.67	0.70	0.73	0.76	0.79	0.82	0.92	1.17
C Squad, FB, VB, BB	0.43	0.46	0.49	0.52	0.55	0.58	0.61	0.64	0.67	0.70	0.73	0.83	1.08
7-8 Football, Volleyball	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.42	0.44	0.46	0.56	0.81
Head TR, BaB, SB, Golf, CC	0.58	0.61	0.64	0.67	0.70	0.73	0.76	0.79	0.82	0.85	0.88	0.98	1.23
Asst Track, BaB, SB, Golf, CC	0.35	0.38	0.41	0.44	0.47	0.50	0.53	0.56	0.59	0.62	0.65	0.75	1.00
7-8-9 Track, Golf, BaB & SB	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.42	0.44	0.46	0.56	0.81
7-8 Basketball, Wr,	0.31	0.33	0.35	0.37	0.39	0.41	0.43	0.45	0.47	0.49	0.51	0.61	0.86
Head Bowling	0.23	0.24	0.26	0.27	0.28	0.29	0.30	0.32	0.33	0.34	0.35	0.39	0.49
Assistant Bowling	0.14	0.15	0.16	0.18	0.19	0.20	0.21	0.22	0.24	0.25	0.26	0.30	0.40
Dance Team	0.58	0.61	0.64	0.67	0.70	0.73	0.76	0.79	0.82	0.85	0.88	0.98	1.23
Assistant Dance Team	0.26	0.28	0.30	0.32	0.34	0.36	0.38	0.40	0.42	0.44	0.46	0.56	0.81
Cheerleading – Fall & Winter	0.31	0.33	0.35	0.37	0.39	0.41	0.43	0.45	0.47	0.49	0.51	0.61	0.86

If a coach does two levels of play, i.e. 7th and 8th grade baseball, by themselves, they are to be paid $25 extra per day when there are two games on a given day. ~~per game when there are two games on a given night~~.

APPENDIX C

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOLS

Independent School District No. 203
Hayfield Community Schools

The School Board of Independent School District No. 203 of the State of Minnesota, Hayfield, Minnesota, enters into this agreement, pursuant to M.S. 122A.40 as amended, _____with a legally qualified and licensed teacher who agrees to teach in the public schools of said district as ***a***_____, for the school year, 2025-2026.

The following provisions shall apply and are a part of this contract:

1. **BASIC SERVICES**: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State of Minnesota, and any additions or amendments thereto for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **DURATION:** This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect, except if modified by mutual consent of the school board and the teacher, or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40**.**
3. **DUTY YEAR:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school, if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof, as determined by the school board.
4. **ADDITIONAL SERVICES:** The school board, or its designated representative, may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in Paragraph 1. Said extra-curricular, co-curricular or other assignments may be described in Paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment, shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **REFERENCE:** This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. **SPECIAL PROVISIONS:** *(Insert here any other contractual provisions).*
   In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service:	Additional Compensation:
Additional Service:	Additional Compensation:
Additional Service:	Additional Compensation:

7. **In consideration thereof**, the school board agrees to pay said teacher the following salary:

$	(step) 1.0 F.T.E. for basic services.
$	For additional services as set forth in Paragraph 6.
$	Total salary, exclusive of fringe benefits.

   Such salary shall be paid as authorized, and in such installments, during the term of the year, as may be determined by the appropriate school board regulation. The contract shall be effective only after it has been authorized by the school board, in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this _____ day of _____

_____

Teacher_____

IN WITNESS THEREOF, we have subscribed my signature this _____ day of _____

_____

INDEPENDENT SCHOOL DISTRICT # 203

Chair _____

Clerk _____