



**CONTRACT**

between

Independent School District No. 717  
Jordan, Minnesota

And

Education Minnesota, Jordan

July 1, 2025 - June 30, 2027

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**CONTRACT**  
**INDEPENDENT SCHOOL DISTRICT NO. 717**  
**Jordan, Minnesota**

**ARTICLE 1**  
**PURPOSE**

**Section 1. Parties:** THIS CONTRACT is entered into between Independent School District 717, Jordan, Minnesota, hereinafter referred to as the School District and the exclusive representative, Education Minnesota, Jordan, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Contract.

**ARTICLE 2**  
**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with P.E.L.R.A., the School District recognizes Education Minnesota, Jordan as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Contract.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all the teachers of the District as defined in this Contract and in the P.E.L.R.A.

**ARTICLE 3**  
**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 employer payment of, or contributions to premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. In the case of the teachers, "terms and conditions of employment" does not mean educational policies of a school district, but does include adult-to-student ratios in the classrooms, student testing, and student to personnel ratios. The term is subject to the provisions of P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

**Section 2. Teacher:** The term "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 Professional Educator Licensing and Standards Board (PELSB), in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus or prekindergarten program or other school district based early educational program, including substitute teachers substituting for the same teachers more than thirty (30) days; but shall not include superintendent, assistant superintendents, principals and assistant principals who devote more than 50% of their time to administrative or

supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Subd. 1. Full-time Teacher: The term, "full-time teacher," unless otherwise defined with respect to a specific term in this Agreement, means all regular teachers and long-term substitute teachers who work at least thirty (30) hours per week in the School District as a teacher.

Subd. 2. Part-time Teacher: The term, "part-time teacher," unless otherwise defined with respect to a specific term in this Agreement, means all regular teachers and long-term substitute teachers who work less than thirty (30) hours per week in the School District as a teacher.

Subd. 3. Long-Term Substitute Teacher: The term "long-term substitute teacher" means a teacher who is hired for a duration of time equal to or greater than one school year to replace one regular teacher on a leave of absence or, when hired, is expected to work for a duration of time equal to or greater than at least 30 consecutive days.

**Section 3. School District:** Any reference to the School District in the Contract shall mean the School Board or its designated representatives.

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

## **ARTICLE 4 SCHOOL DISTRICT RIGHTS AND OBLIGATIONS**

**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.** The School District has an obligation to meet and negotiate in good faith with the Exclusive Representative regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the School District to agree to a proposal or require the making of a concession.

**Section 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Contract shall perform the teaching and other teacher related 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 District. The Exclusive Representative also recognizes the right, obligation and 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 District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract and recognizes that the School District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules

and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Contract 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. Rights Reserved:** The School Board has been granted by the State Legislature the power to manage and control the School District. The School Board reserves these delegated powers to itself, except as they may be expressly limited by this Contract.

## **ARTICLE 5 ASSOCIATION-TEACHER RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Contract shall be construed to limit, impair or affect the right of any teacher or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment, or circumvent the rights of the Exclusive Representative, nor shall it be construed to require any public employee to perform labor or services against their will, except as provided in Article 12, section 3.

**Section 2.** The School District has the obligation to meet and confer with professional employees to discuss policies and school operations.

**Section 3.** Teachers, through their Exclusive Representative, have the right and obligation to meet and negotiate in good faith with the School District regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Exclusive Representative to agree to a proposal or require the making of a concession.

**Section 4. Right to Join:** Teachers 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 purposes of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District.

**Section 5. Request for Deduction, Authorization and Remittance:** Teachers shall have the right to request and be allowed payroll deduction for the exclusive representative and the political fund association with the exclusive representative and registered pursuant to Minnesota Statutes, section 10A.12. Upon notification and certification by the exclusive representative, the School District will deduct from the teacher's paycheck the deductions that the teacher has agreed to pay within thirty (30) days of notice of authorization from the exclusive representative., provided that payroll deduction and the proceeds thereof shall not be allowed any teacher organization that has lost its right to such remittance pursuant to P.E.L.R.A Pursuant to said authorization, the District shall deduct 1/8 of such deduction from the monthly salary check of the teacher of the first regular salary check of each month for eight (8) months, beginning in October, provided such

date is no later than thirty(30) days of notice of authorization/certification and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following May. Deductions shall be made and transmitted within 30 days of the deduction each month to the designated organizations together with a list of names of the teachers from whose pay deductions were made. A dues deduction authorization remains in effect until the District receives notice from the exclusive representative that a teacher has changed or canceled the teacher's authorization in writing in accordance with the terms of the original authorizing document with the District having the right to rely on information from the exclusive representative receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The exclusive representative must indemnify the District, including any reasonable attorney fees and litigation costs, for any successful claims made by the teacher for unauthorized deductions made in reliance on such information. Disputes under this section are not subject to the grievance process.

**Section 6.** Duly authorized representatives of the Association and their affiliates shall be permitted to transact official Association business on school property outside of the normal teacher day or as otherwise permitted by PELRA. If a representative of the Association who is not an employee of this District desires to meet with a teacher during the non-student contact portion of a teacher day, the teacher shall first obtain the permission of the Superintendent of Schools, or his/her designee.

**Section 7. Use of Facilities and Access to Members:** The District must allow the exclusive representative to meet with bargaining unit members in facilities owned or leased by the public employer regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, provided the use does not interfere with governmental operations and the exclusive representative complies with worksite security protocols established by the public employer. Meetings conducted in government buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative conducting a meeting in a government building or other government facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

The District must allow the exclusive representative to meet in person with newly hired employees without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations at individual or group meetings. An exclusive representative shall receive no less than ten days notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable, Notice of and attendance at new employee orientations and other meetings under this

paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purpose of the meeting. Meetings may be held virtually for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

The District must also allow the exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigations of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of exclusive representative, consistent with employer's generally applicable technology use policies.

The Association shall have the right to use the building, equipment and mailboxes of the school district after prior consultation with and approval of the Superintendent or their designee. The purpose of the prior consultation with and approval by the Superintendent is to avoid conflicts in the use of district property.

The Association shall reimburse the district for the cost of all materials and supplies and for its use of district equipment. In the event special custodial services are required because of the Association's use of the school buildings, the School District may make a reasonable charge on the same basis as charged other non-commercial users. Provided, however, district buildings, equipment and mailboxes shall not be used for preparation of materials to be used in any strike, withholding of services, for picketing or bannering, or for the purpose of publicly attacking the School District, its Board, or its agents and employees.

In addition, district buildings, equipment and mailboxes shall not be used by the association or any teacher to support or oppose any candidate for any public elective office or any question that is being submitted to the voters of the district, county or state.

**Section 8.** The District agrees to furnish the Association all information concerning its budget, both present and proposed, revenues, and other financial information. If the Association wishes to make copies of this material, and other copies are not available, it shall pay for the cost of reproduction.

**Section 9. Association Leave:** At the beginning of each odd numbered school year, the Association shall be credited with ten (10) days to be used in the manner as designated by the Association. These days shall be used during the duration of the contract and shall be non-accumulative. The Association agrees to notify the Superintendent of Schools at least two (2) working days prior to the intended use of the leave.

**Section 10.** Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the existing laws of Minnesota or valid regulations promulgated by any state department or agency. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by such laws and valid regulations.

**ARTICLE 6  
PERSONNEL FILES**

**Section 1.** All evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher, who is subject to Minnesota Statutes, section 122A.40, upon his/her written request to the extent the teacher's access to any such document is not limited by applicable law. A representative of the Association may, at the teacher's request, accompany the teacher in this review. An appointment must be made in advance for the teacher to review his/her file. The official personnel file for each teacher shall reside at the District office.

**Section 2.** The individual teacher involved will be provided with a copy of any material that is placed in the teacher's personnel file.

**Section 3.** The teacher shall have the right to reproduce any of the contents in his/her file at his/her own expense.

**Section 4.** A teacher may submit for inclusion in his/her file written information in response to any material contained therein, and such response shall become part of the teacher's file.

**Section 5.** The School District may destroy such files as otherwise provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure provided in Article 17. Expungement proceedings shall be commenced within the time period provided in Article 17, Section 4, for the commencement of a grievance.

**ARTICLE 7  
TEACHING VACANCIES AND TRANSFERS**

**Section 1. Vacancies:** All vacancies or new positions in the certified staff, including, but not limited to, classroom teachers, specialists, and positions in programs funded by the federal government, will be publicized by the District to existing District teaching staff as such vacancies may occur. The vacancies shall be publicized by electronic communication to all certified staff. District teaching staff may apply for vacancies or new positions for the next school year through the electronic application system within five (5) days of initial publication by the District. After July 1<sup>st</sup>, and for positions through the following school year, positions may be posted "open until filled" both internally and externally, immediately.

**Section 2. Voluntary Transfers:** Teachers who desire to change grade, subject matter or building assignment must electronically communicate such desire to the building principal. Teachers will be notified by the building principal if their request is approved or denied.

**ARTICLE 8  
LENGTH OF THE SCHOOL YEAR**

**Section 1. Teacher Duty Days:** The School Board shall establish the number of school days and teacher duty days for the coming school year, and the teacher

shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to such authority has determined to conduct school. The School District and the Association shall meet and confer on the calendar.

**Section 2. Emergency Closings:** When schools are closed for emergency reasons such as inclement weather, teachers are instructed as follows:

Subd. 1. On days the school starting time is delayed, teachers' starting time is delayed correspondingly.

Subd. 2. On the days school is dismissed early, the teachers may leave after the buses have left.

Subd. 3. On days school is canceled and not rescheduled, the following procedure will be observed:

- a. On the first school closing of the school year, teachers will not be expected to report to school.
- b. On the second through sixth school closing of the year teachers in grades 5-12 will post assignments on Google Classroom or any other District endorsed Learning Management System. Teachers will be available via email to answer questions about the assignment from 10:00 AM to 3:00 PM. Specialists and teachers in grades PreK-4 will utilize the time for paperwork. Teachers will be allowed to work from home to the extent possible.

Subd. 4. In the event that school is closed for more than six (6) days in a school year, additional classroom days will be scheduled. The School District, upon request from EMJ, shall meet and confer with EMJ prior to rescheduling any days lost greater than six (6).

**Section 3.** Through the length of the 2025-2027 contract, the school calendar will consist of 184 teacher duty days, 169 (longer days, or the equivalent of 174 basic days) of which will be student contact days. New staff members will be required to fulfill 185 teacher duty days. The School District reserves the right to call a teacher to service for all or any part of one additional day. Pay for the same shall be pro-rated as indicated in Article 11, Section 9, Subd. 1.

## **ARTICLE 9 MODIFICATIONS IN CALENDAR, LENGTH OF SCHOOL DAY**

**Section 1.** In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the length of the school calendar, and, if school is closed on a normal duty day(s) the teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any. The District understands that the total number of hours shall not be increased, e.g., a four day week with increased hours per day, but the total weekly hours are not to exceed the regular five day week.

**Section 2.** Prior to modifying the scheduled length of the school day pursuant to Section 1 hereof, or scheduling make up days pursuant to Section 1 hereof, the School District shall afford the Association the opportunity to meet and confer on such matters.

## **ARTICLE 10 HOURS OF SERVICE**

**Section 1. Building Hours:** The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

**Section 2. Basic Day:**

Subd. 1. The teacher's basic day, inclusive of a "duty free" lunch, shall be eight (8) hours. A duty free lunch shall last no less than 25 minutes. In accordance with past practices, on Fridays, or days before a school holiday, teachers may leave school buildings at a reasonable time after the close of the student contact portion of the day. All teachers may flex the work day to encompass an eight (8) hour block with the understanding that when morning meetings are scheduled, he/she is responsible for being at the meeting at the designated time and the flex option is not available on the designated meeting dates.

**Section 3. Prep Period:** Each teacher shall have a continuous preparation time equivalent to a standard secondary class period within each student contact day, during the individual building hours.

## **ARTICLE 11 RATES OF PAY**

**Section 1. Basic Compensation:**

Subd. 1. 2025-2027 Rates of Pay: The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be effective only for the applicable school years and teachers shall advance one increment on the salary schedule.

**Section 2. Status of Salary Schedule:** The salary schedule is not to be construed as a part of a teacher's continuing contract, and advancement on the salary schedule shall be governed by the provisions of this Contract.

**Section 3. Placement on Salary Schedule:** The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule: All courses must be pre-approved by superintendent.

Subd. 1. 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. Once a degree program has been approved by a teacher's advisor and the Superintendent, the teacher can continue taking courses set forth in that

degree plan without individual approval for each course. Courses required by PELSB for new or renewed licensure shall be considered germane credits as described in this article.

Subd. 2. Germane and Curriculum Related: Credits to be considered for application on any lane of the salary schedule must be germane or related to the teaching assignment as determined by the superintendent. Each teacher's lane change request of ten (10) semester credits may include two (2) workshop/in service experience credits in the field related to his/her teaching assignment. Quarter credits equal 2/3 (.677) semester credits. Fifteen (15) hours of workshop time equals one (1) semester credit. Criteria for workshop credit: If a workshop is sponsored or conducted by the district, no credit may be earned. If a teacher attends a workshop on a school day, and the district pays expenses, no credit may be earned. If a workshop is attended on a school day, but the teacher pays all expenses (except sub teacher), credit may be earned. Workshop credits may not be banked from one lane change to another. All courses approved must be the credit granting institution's own courses.

Subd. 3. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree should normally be graduate credits. The Superintendent may, however, in cases where the educational program of the School District would be furthered, approve undergraduate credits. Undergraduate and Graduate credits must be taught by the university offering the credit, and credits must be as rigorous as those eligible for an advanced degree. Eligibility of credits will be determined by the Superintendent. Only one grade below 3.0 will be allowed for any lane change, or as a part of any block of credits. In a course graded on a pass/fail basis, a pass grade shall be deemed to be a 3.0, or its equivalent. In no circumstance will a grade lower than a "C" be accepted for movement on the salary schedule.

Subd. 4. At the time a block of credits are considered for a lane change, no credits more than seven-years old will be counted toward the lane change.

Subd. 5. All credits counted toward lane changes beyond the BA lane must be earned after a teacher has received the BA degree. All credits counted toward lane changes after the MA degree must be earned after a teacher has received the MA degree.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the Superintendent.

Subd. 7. The training level of teachers as of the beginning of each school year will be the basis of pay for that school year. Applications due to qualified lane changes shall be made to the Superintendent by submission of a transcript or course grade report. A payroll change shall be effective at the following pay period or within thirty (30) days as approved by the Superintendent of Schools. The payroll change will be

based on the number of days remaining in the school year from the date of the lane change submission to the district office.

Subd. 8. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule payment already recognized and actually being paid for the applicable school year.

Subd. 9. Prior Experience: A teacher who has had experience in other school systems may receive credit for such past teaching experience or experience in other fields of endeavor at the discretion of the Superintendent of Schools, if it is in the interest of the District and the candidate.

Subd. 10. Experience Credit: To receive a year of credit for experience, teachers must work at least 100 days of the total number of teacher duty days as specified in the school calendar. To receive a full year credit for experience, half-time teachers must work at least 100 four hour days of the total number of teacher duty days as specified in the school calendar.

Subd. 11. Lane changes on the salary schedule will be limited to twice a year on September 1 and March 1.

Subd. 12: District Requested Certification: Based upon the needs of the School District for Concurrent Enrollment (College in Schools – CIS), Advanced Placement (AP) or other academic programs, a teacher may be asked to earn additional college credit for certification to qualify to teach these classes.

- A. To be eligible for participation in this program, teachers must be selected by district or building administration. Teachers who are hired with the expectation of getting a licensure or certification as a condition of employment, do not qualify for this program.
- B. Teachers selected for this program have two choices for credit reimbursement.
  - i. Reimbursement of 100% tuition (not to exceed the cost of a graduate credit at the University of Minnesota), books application fees, course fees, and any other required fees associated with needed classes. Credits earned will not count toward a lane change.
  - ii. Reimbursement of 50% tuition (not to exceed the cost of a graduate credit at the University of Minnesota) books, application fees, course fees, and any other required fees associated with needed classes. Credits earned will count toward a lane change.
- C. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School District. The

certifying college must agree that the credits will lead to desired certification prior to any financial support being provided.

- D. The teacher agrees to teach the Concurrent Enrollment, CIS, AP, or other academic program for a minimum of five (5) years in the district.
- E. If the teacher leaves the district or declines the Concurrent Enrollment, CIS, AP, or other academic program assignment(s), the teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the five (5) year period. The teacher will not be required to repay the district if failure to teach the required class(s) during the five (5) year period is caused by School District action.
- F. Classes approved by administration and started after July 1, 2021 will be eligible for reimbursement under this section.

Subd. 13. Longevity: Staff that have served the following cumulative quantities of years will receive a salary increase added to their base salary: After year 27, a teacher will receive an additional \$500 added to the teacher's base salary per year. Employees who qualified under the previous longevity language and received a higher payout will be grandfathered in for the 2025–2026 school year.

**Section 4. Payroll Deductions:** Teachers absent in excess of leave provisions during the school year shall have their salary reduced by the amount of 1/184 of their total salary for each day of absence.

**Section 5.** Direct deposits of contracted salary shall be issued on the 15th and last day of each month. If either payday falls on a Saturday, or a Sunday, direct deposits shall be distributed on the last school day preceding the 15th or the last day of the month. Extra-curricular salaries shall be paid either over the length of the season, or at the end of the season.

**Section 6.** Payments and insurance deductions will be made on the basis of twenty-four (24) installments.

**Section 7.** The School Board will approve tax sheltered annuity programs for staff members. However, no more than fifteen (15) active companies will be allowed.

**Section 8.** Teachers who have prior approval of their building principal to use their personal automobiles on District business shall be reimbursed at the federal mileage reimbursement rate.

**Section 9. Additional Assignments:**

Subd. 1. Teachers assigned to work beyond the regular school year shall be paid 1/184 of their annual salary for 2025-2027 for each additional day worked for the 2025-2027 school years. Exceptions to this is work beyond the school year mentioned specifically, with a stipulated rate of pay, in this Agreement. Partial days shall also be pro-rated.

**Section 10. Part-Time Teachers:** Part-time teachers shall be placed on Salary Schedule A or Schedule B for the applicable school year. All benefits will be pro-rata for all part-time teachers. Part-time teachers will also be prorated for VEBA, if they qualify and choose to be enrolled in the medical insurance plan offered by the District.

**Section 11.** Notwithstanding the definition of full-time status in Article 3, a faculty member teaching 80% or more of a typical full-time assignment shall be considered full-time and the teacher assigned the appropriate additional duties and time.

## **ARTICLE 12 EXTRA COMPENSATION**

**Section 1. Additional Assignments:** Extra assignments associated with additional compensation shall not be construed to be a part of a teacher's continuing contract, unless expressly provided in the individual contract.

**Section 2. Extra-Curricular Compensation:** The wages and salaries reflected in Schedule C, and Schedule D attached hereto, shall be part of the Contract for the applicable school years.

**Section 3. Assignment of Extra-Curricular Duties:** The School District may assign the teacher to extra-curricular, co-curricular, or other assignments subject to established compensation of such services. An assignment shall not be made without agreement of the teacher except where no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on an annual basis with a limit of two (2) years. In the event that there is more than one qualified teacher, the Superintendent will discuss the matter with the individuals involved and the Association prior to making the assignment. Said extracurricular or other assignments shall, insofar as possible, be described in the individual contract, together with a recitation of the compensation, if any, to be paid for said assignment during the term of the contract.

### **Section 4. Extra Duty Payment:**

#### Subd. 1.

- A. Payment of forty dollars (\$40) per hour will be paid for attendance at workshops outside the normal workday, where the staff member is receiving information.
- B. Payment of forty dollars (\$40) per hour will be paid for curriculum work connected with the graduation standards or other curriculum work not directly associated with the normal curriculum preparation expected as part of the teacher's regular assignment, including Homebound Instruction.
- C. Payment of forty dollars (\$40) per hour will be paid for teaching remedial (i.e., homebound instruction) or enrichment classes on

Saturdays, after school, or during the summer. These are classes not a part of the teacher's regular assignment. For every hour of teaching the teacher shall receive twelve (12) minutes of preparation time.

- D. Payment of forty dollars (\$40) per hour will be paid for time spent doing peer reviews.
- E. A stipend will be paid for each teacher participating in each of the programs listed below:
  - a. Carl Perkins Coordinator - \$2,000.00
  - b. School Site Assessment Coordinators - \$437.00
  - c. Mentoring Experienced Mentees - \$400.00
  - d. Mentoring New Mentees - \$650.00

Subd. 2: Payment of forty dollars (\$40) per hour, or compensatory time at the mutual agreement of the teacher and District, shall be made for any administrative assigned or requested extra-duty assignment not listed in this contract. In no case shall compensatory time be taken during student contact time. This agreement as to how the teacher shall be compensated will be made ahead of the scheduled event between the principal/superintendent and teacher/s.

Subd. 3: AP Course/CIS/CE teachers - \$1,000 per semester – Teachers who teach more than one section of a subject (i.e. two sections of AP Calculus), in the same semester, shall receive the entire stipend for the first section taught and ½ the stipend for any additional sections. If a teacher teaches more than one AP/CIS/CE subject in the same semester (i.e. 1 section of CIS Calculus and 1 section of CIS Statistics) they will receive the stipend for each individual prep. Because of the added and elevated expectations of students in an AP/CIS/CE class, these teachers will have the right to decline the assignment of a sixth period class.

Teachers who agree to teach a 6th class shall receive the 6th class stipend and the AP/CIS/CE stipend.

A tutoring hour will be assigned but need may necessitate this hour being replaced with a supervisory period such as a study hall.

**Section 5.** Middle school and secondary classroom teachers who teach a 6<sup>th</sup> class period during a 7 period day, shall be paid one-twelfth (1/12) of their base salary. Elementary specialists in Music, Art, and Physical Ed. will be compensated with sixth period pay when they teach a 6<sup>th</sup> period. A semester length assignment would be 1/2 this amount. For the purposes of this section, payment would be for non-supervisory (i.e. classroom teaching) assignment as opposed to supervisory (i.e. study hall, lunchroom, or the like) assignments.

## Section 6:

Subd. 1: Prep Time Substituting: Whenever a teacher agrees to use their prep time, with administrative approval, to sub for another teacher, they shall be compensated at forty dollars (\$40) per hour.

Subd. 2: Payment for covering classes when no sub available:

- A. If several teachers cover another teacher's class for the entire day, while still having their classes, they will be compensated at forty (\$40) divided by the number of teachers splitting the class for the hour(s) of when combining classes occurred.
- B. If there is a teacher to teacher agreement (approved by the administration) to cover a teacher's class for a short period of time, no extra pay will be received.
- C. Teachers are granted a prep period daily and cannot be required to sub during the guaranteed prep period. All efforts will be made to try and find alternate coverage with a hired sub and/or by requesting coverage from building staff prior to cancellation of a partial or full specialist course load for a day. However, if a hired sub or requested coverage from building staff cannot be found and the specialist course is therefore cancelled, the classroom teacher will receive fifty dollars (\$50) compensation for supervising their students during their prep.
- D. When any elementary support staff, social worker, TOSA or another specialist is reassigned to a classroom for an entire day, the support staff teacher will be compensated with one (1) hour at the rate of forty (\$40) for emergency substitute coverage.

## ARTICLE 13 GROUP INSURANCE

**Section 1. Selection of the Carrier:** The selection of an insurance carrier shall be made by the School District pursuant to law. The School District hereby establishes VEBA With Health Reimbursement Arrangement for Active Employees for the 2025-2027 school years.

**Section 2. Establishment of VEBA:** Effective July 1, 2003, ISD #717 adapted the MN Service Cooperative's VEBA Plan and the Employees Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The employer and the employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 I (9) of the Internal Revenue Code.

**Section 3. Health and Hospitalization and Dental Insurance:**

Subd. 1. Enrollment: All full-time teachers are required to enroll in the health and dental insurance pools.

Subd. 2. District Contribution: The District will make the following contribution for single and family insurance plans for the school years listed below, with teachers being responsible for the remaining portion of their premiums paid by payroll deduction automatically via the Flex Benefits Program as per federal and state statutes.

2025-2026		2026-2027	
<b>Single</b>	\$7,822.80	<b>Single</b>	\$7,822.80
<b>Family</b>	\$15,000	<b>Family</b>	\$15,000

Subd. 3. HSA and VEBA: The School District shall contribute \$1,000.00 each fiscal year toward each full time teacher's HSA or VEBA Trust Account.

Sud. 4. Flex Spending Account: Teachers will also have the choice of additional monies being held from their paycheck and placed in the Flex Benefit Plan. Eligible health expenses will be reimbursed from the flex benefits cafeteria plan (Health FSA) until a participant's account is exhausted (except for required insurance premiums). Only then will eligible health expenses be reimbursed from the participant's VEBA account.

Subd. 5. In the event that two teachers employed by the School District are married, only one member of the couple is required to enroll in the health and dental insurance pools. Said member must enroll in a family plan. The School District shall contribute \$2,000 to the VEBA trust account of the employee carrying the family plan. The couple member not carrying a plan will receive no VEBA contribution. If the couple's marriage status changes due to death or divorce, each surviving member must carry at least a single policy. If the married teachers choose to retain or return to single plans as their dependent status changes, they may do so if allowed by the insurance company.

**Section 4:** Fees applicable to the administration of the health insurance and allocable to individual accounts of employees shall be paid by the employer.

**Section 5. Life Insurance:** The School District shall provide group-term life insurance protection in the amount of One Hundred Thousand and no/100 (\$100,000) Dollars per full-time staff teacher for the 2025-2027 school years for whomever qualifies for and is enrolled in the School District group term life insurance plan. The policy will also provide for double indemnity payment in the event of a teacher's accidental death, and settlement on the policy will be made with the teacher's beneficiary, if any, otherwise to the teacher's estate.

**Section 6. Long-Term Disability:** The School District shall provide long-term disability for each full-time teacher who qualifies and is enrolled in the School District long-term disability plan. The contract shall provide that sixty-six and 2/3 percent (66.667%) of a teacher's basic compensation shall be paid in the event of disability in an amount not to exceed \$5,000 per month. Benefits shall become available after sixty (60) calendar days of disability.

**Section 7. Duration of Insurance Contributions:** An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the School District. If an employee is on a leave of absence not covered under FMLA, the employee shall pay the cost of the entire premium until returning to work. Upon termination of employment during the school year, all District participation and contributions shall cease, effective on the teacher's last working day. If a teacher leaves the system at the end of the school year, his/her insurance coverage will continue until the following September 1.

**Section 8. Claims Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy, provided the teacher has requested such insurance in writing and the Superintendent has acknowledged receipt of such request in writing, and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

#### **ARTICLE 14 LEAVES OF ABSENCE**

This article in a Memorandum of Understanding.

#### **ARTICLE 15 DEFERRED COMPENSATION/RETIREMENT BENEFITS**

**Section 1.** Severance/Early Retirement incentives pay shall be paid in two (2) annual installments when the qualifying teacher reaches the Rule of Ninety. If a qualifying teacher dies before reaching the Rule of Ninety, his/her severance shall be paid to the teacher's named beneficiary, if any, otherwise to the teacher's estate.

**Section 2.** Severance pay shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40 or the terms of this contract to the extent M.S. 122A40 does not apply to the teacher. A teacher placed on unrequested leave who is subsequently rehired shall have his/her severance pay accrual restored.

**Section 3.** Matched deferred compensation is available to all full-time teachers beginning their third (3rd) consecutive year of teaching in the District and teaching for at least 90 days in a school year. All District teachers who began their tenth (10th) year of teaching in the District prior to 7-1-91 are eligible to participate in the matching program in addition to the severance program. Should these teachers participate in the matching program and be eligible for severance pay, the total District matching contribution shall be subtracted from the severance amount.

- A. Teachers with over ten (10) years of service shall be eligible to pre-purchase from their earned severance pay balance as of 6-30-93. Once a teacher qualifies and receives severance benefits under Sec. 2 above, they will no longer be eligible to participate in the Deferred Match Program.
- B. Eligibility: Beginning with the third (3<sup>rd</sup>) year of employment, teachers will be eligible for a \$750 yearly match. Starting with the sixth (6<sup>th</sup>) year, teachers will be eligible for a \$2,000 yearly match. The district shall pay its share of FICA on the matching amount. The district's lifetime match will not exceed \$25,000 for the 2025-2026 school year and \$26,000 for the 2026-2027 school year.
- C. A minimum of fifteen (15) investment companies, selected by the EMJ, will be allowed in District 717.
- D. Any teacher desiring to participate in the matching program must notify the district office in writing by September 1<sup>st</sup> of the amount they wish to match. A teacher may not change this amount during the year; however, they may drop out at any time, if the district office is notified in writing.

**Section 4. Early Retirement Program:** Window will be yearly from January 1st to April 1st. This is the period of time when an employee desiring to take advantage of this program for the following school year must notify the District, in writing, that they desire to participate in the program. The board must take action to approve the request not more than one month from the date of the request.

- A. Goal: Enhance severance package for qualifying faculty.
- B. Eligibility: (1) District 717 employee for 25 years, or (2) Teachers with at least 20 years of experience in District 717 but less than 25 years in District 717 and 30 years total teaching experience will qualify on a pro-rated basis of 4% reduction per year.
- C. Incentives:
  - 1. Sick leave buy back at \$10 per hour, up to 1,000 hours at the time of retirement, payable in same units as severance pay. Accrued ESST leave shall not be eligible for sick leave buy back.
  - 2. Six years or to full Social Security/Medicare, whichever comes first of District Plan for:
    - a. single dental
      - i. In the event that the retired employee passes away prior to receiving the full benefit the remaining benefit will cease.
    - b. \$100,000 of life insurance
  - 3. Insurance Plan: Lump sum payment for single health insurance. Sum will be determined by adding \$1,100 (District VEBA contribution for

retirees) to the single health insurance premium at the time of retirement and multiplied by six years, or the number of years employee has to reach full Social Security/Medicare. This lump sum payment will be placed in the retiree's VEBA account. If the district discontinues the VEBA plan, only the single premium under the old plan will be multiplied by six.

4. Insurance will not be provided to retirees hired after March 12, 2012. Retirees may purchase insurance through the district at their own expense at the time of their retirement.

## **ARTICLE 16 UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT**

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

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

Subd. 1. Teacher: "Teacher" means a member of the appropriate unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1 or other law.

Subd. 2. Qualified: "Qualified" shall mean a teacher who is certified and has either taught within this area of certification as a Jordan staff member within the last ten (10) years or has taken course work within this area of certification.

Subd. 3. Seniority: Seniority applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. Teachers teaching less than a full contract day or year shall accrue seniority in their existing assignments, but shall not be able to either displace full-time teachers or claim full-time positions that may become vacant.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the action of the School District and the teacher, without interruption of regular service, shall retain his/her seniority.

Subd. 4. School Board: "School Board" means the local governing board of the School District.

### **Section 3. Unrequested Leave of Absence:**

Subd. 1. Terms: The School District may place on unrequested leave of absence for a period not to exceed four (4) 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 after which the right to reinstatement shall terminate provided the teacher's right to reinstatement shall also terminate if the teacher fails to file a written statement requesting reinstatement with the Superintendent by April 1<sup>st</sup> of each year.

Subd. 2. Notice: Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 – licensed, Tier 2 – licensed, Tier 3 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 unrequested leave of absence in inverse order of seniority as calculated by the most recent date of hire as a licensed teacher with the exception of those teachers in whom the District has invested funds to send to specialized training or who have been hired with specialized academic training as a CIS or CE certified teacher. Teachers placed on ULA who have more seniority than another teacher in the same subject field, but do not have approval to teach CIS or CE courses, must receive notice by February 15<sup>th</sup> of that year that they are being proposed for ULA due to the fact that another teacher has been approved to teach CIS or CE courses. The teacher being proposed for ULA has until March 15<sup>th</sup> to notify the District of their ability to obtain certification to teach the CIS or CE course/s in question the following school year, and thus avoid ULA.

Subd. 3. Placement: 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 PELSB, unless that exercise of seniority results in the placement of unrequested leave of absence of another teacher who also holds a provisional license in the same field.

Subd. 4. Affirmative Action Program: The provisions herein shall not apply if it will result in any violation of the District's affirmative action program which shall include ethnic, race, color or sex, and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action programs.

Subd. 5. Tie Breaker: If there are teachers with identical seniority, the teacher or teachers to be placed on unrequested leave shall be those with fewer total years of teaching in public or private schools. If, after the application of the above criteria, there is still a tie, the teacher or teachers to be placed on unrequested leave shall be determined by the teacher

or teachers having the higher license number being placed on unrequested leave first.

Subd. 6. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period, and may be eligible for unemployment 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 district earned prior to the commencement of such leave if the teacher is reinstated. Teachers on authorized leaves, including unrequested leave, shall continue to accrue seniority credit for the period of time spent on leave, up to the total of four (4) years.

#### **Section 4. Reinstatement:**

Subd. 1. Process: No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the same field or subject matter. 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 for which the teacher is certified and qualified. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. Notices: 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 a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. Acceptance of Reemployment: 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 fifteen (15) working days from the date of the postmarked notice to accept the re-employment. Failure to reply in writing within such fifteen (15) working days period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, he/she shall forfeit any future reinstatement or employment rights. Provided, however, that if notice of an available position is given to any teacher on or after August 16 of any school year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year if he/she is employed by another public or private school or school district that will not release him/her from an existing contract. A teacher so deferring the date of her/his return to actual service shall sign an individual teacher contract for such next succeeding school year. In the event a teacher accepts a position but defers his/her effective date of return as provided herein, the School District shall be free to fill the vacant position on a temporary basis from any source, without regard to teachers

remaining on unrequested leave of absence. The School District shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease four (4) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

## **Section 5. Establishment of Seniority List:**

Subd. 1. Preparation: The School District shall cause a seniority list (by name, amount of seniority, areas of certification and qualification within those areas of certification, salary lane, and total years of teaching) to be prepared from its records as soon as practicable, but no later than December 15. It shall thereupon post such list in an official place in each school building of the district. Part-time teachers will receive seniority as part-time teachers on the part-time teacher seniority list. Teachers who have been full-time teachers and who become part-time teachers due to the ULA process shall not lose seniority on the full-time teacher seniority list, but shall establish seniority as both full-time and part-time teachers. Teachers who request a volunteer reduction in assignment will no longer accrue seniority on the full-time seniority list beginning on February 11<sup>th</sup>, 2019.

Subd. 2. Request for Change: 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) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Final List: Within twenty (20) 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, which list, as revised, shall be binding on the School District and any teacher. 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 govern the application of the unrequested leave of absence policy until thereafter revised.

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

**Section 7. Effect:** This Article shall be effective at the beginning of this Contract and shall govern all unrequested leaves until a new contract between the

Jordan School District and the Association is officially signed and ratified. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Contract or other agreement affecting such certified employees.

**Section 8. Review:** For purposes of review of the School District decision placing a teacher on unrequested leave of absence, the provisions of M.S. 122A.40 providing the right to a hearing shall apply and, therefore, shall not be subject to the grievance procedure.

## **ARTICLE 17 GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The administrator, School District, or teacher 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:**

Subd. 1. Extension: Time limits specified in this Contract may be extended by written mutual 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 weekdays not designated as holidays by state law or District action.

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 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 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 bears a postmark of the United States mail within the time period.

**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 of the Contract allegedly violated and the particular relief sought, within twenty (20) working days after the date the 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. The parties agree that the time limits specified herein are maximum time limits and further agree that the prompt resolution of all grievances is to their mutual interest. Every effort will, therefore, be made by both parties to complete each step of the grievance procedure as promptly as possible.

**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 within the School District who is subject to this Agreement in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the building principal shall give a written decision on the grievances to the parties involved within five (5) 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 of Schools, provided such appeal is made in writing within five (5) 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, mutually convenient to the aggrieved, regarding the grievance within seven (7) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: If the grievance is not resolved satisfactorily in Levels I and II, upon agreement between the parties, the Bureau of Mediation Services (BMS) will be petitioned to provide grievance mediation before the District's review of the grievance.

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

**Section 7. Denial of Grievance:** Failure by the School District 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 8. Arbitration Procedures:** In the event that the teacher and the School District 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 (10) days following the decision in Level II 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, within 20 days of the request for arbitration, request from the BMS a list of seven (7) names. The list maintained by the Commissioner of the BMS shall be made up of qualified arbitrators who have submitted an application to the BMS. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Failure to agree upon an arbitrator or the failure to timely request a list of arbitrators 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: 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 P.E.L.R.A.

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 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, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 arbitration shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Contract; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of this 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 employer, its overall budget,

utilization of technology, the organizational structure, and selection and direction of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE 18 PUBLICATION OF THE CONTRACT**

**Section 1:** Copies of this Agreement titled "Contract" between the School District and the Association shall be electronically delivered within (30) days after the Contract is signed, and copies shall be made available upon request to all teachers now employed or hereafter employed.

## **ARTICLE 19 DURATION**

**Section 1. Term and Reopening Negotiations:** This Contract shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter until mutual modifications are made pursuant to P.E.L.R.A. In the event a successor Contract is not entered into prior to the commencement of school in 2027, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such a time as a successor Master Contract is executed. If either party desires to modify or amend this Contract commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Contract.

**Section 2. Effect:** This Contract constitutes the full and complete Contract between the School District and the Association representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Unless otherwise agreed, any matters relating to the current Contract term, whether or not referred to in this Contract, shall not be open for negotiation during the term of this Contract.

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

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

For:  
JORDAN EDUCATION ASSOCIATION

\_\_\_\_\_  
Sara Sievers, Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Peters, Lead Union Negotiator

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT 717

\_\_\_\_\_  
Deb Pauly, Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lauren Pedersen, Clerk

\_\_\_\_\_  
Date

**SCHEDULE A  
SALARY SCHEDULE 2025-2026**

2025- 26	LANES									
	BA	BA+10	BA+20	BA+30	BA+40/ MA	MA+10	MA+20	MA+30	MA+40	
<b>STEPS</b>	1	\$51,800	\$52,379	\$52,960	\$54,117	\$55,276	\$56,150	\$57,018	\$57,886	\$58,499
	2	\$53,552	\$54,142	\$54,735	\$55,917	\$57,101	\$57,991	\$58,878	\$59,765	\$60,389
	3	\$54,384	\$54,977	\$55,570	\$56,754	\$57,936	\$58,827	\$59,710	\$60,600	\$61,487
	4	\$55,414	\$56,002	\$56,595	\$57,780	\$58,965	\$59,850	\$60,738	\$61,627	\$62,514
	5	\$56,300	\$56,895	\$57,780	\$58,965	\$60,444	\$61,330	\$62,514	\$63,700	\$64,880
	6	\$57,189	\$58,077	\$58,965	\$60,150	\$61,920	\$62,808	\$64,289	\$65,769	\$67,247
	7	\$58,334	\$59,518	\$60,407	\$61,587	\$63,658	\$64,548	\$66,322	\$68,098	\$69,872
	8	\$59,551	\$60,702	\$61,587	\$62,772	\$65,137	\$66,322	\$68,390	\$70,168	\$72,239
	9	\$61,305	\$62,501	\$63,693	\$64,895	\$67,580	\$69,073	\$71,167	\$73,259	\$75,351
	10	\$62,694	\$63,892	\$65,387	\$66,879	\$69,569	\$71,364	\$73,454	\$75,844	\$77,937
	11	\$63,892	\$65,089	\$66,879	\$68,673	\$71,364	\$73,752	\$75,844	\$78,236	\$80,328
	12	\$65,089	\$66,582	\$68,373	\$70,767	\$73,454	\$76,146	\$78,236	\$80,927	\$83,032
	13	\$69,125	\$70,679	\$72,822	\$75,765	\$78,699	\$81,514	\$83,700	\$86,329	\$88,398
	14	\$70,645	\$72,215	\$74,382	\$77,353	\$80,314	\$83,157	\$85,367	\$88,022	\$90,112
	15	\$71,473	\$73,044	\$75,211	\$78,182	\$81,144	\$83,988	\$86,196	\$88,851	\$90,941
	16	\$72,303	\$73,876	\$76,041	\$79,012	\$81,973	\$84,816	\$87,026	\$89,678	\$91,769
	17	\$73,495	\$75,073	\$77,249	\$80,237	\$83,211	\$86,069	\$88,288	\$90,956	\$93,057
	18	\$74,328	\$75,907	\$78,083	\$81,069	\$84,046	\$86,906	\$89,123	\$91,790	\$93,891
	19	\$75,162	\$76,739	\$78,916	\$81,903	\$84,879	\$87,738	\$89,956	\$92,625	\$94,723
	20	\$75,995	\$77,571	\$79,750	\$82,737	\$85,711	\$88,570	\$90,789	\$93,459	\$95,559
	21	\$76,827	\$78,407	\$80,583	\$83,570	\$86,544	\$89,404	\$91,623	\$94,291	\$96,391
	22	\$77,663	\$79,240	\$81,415	\$84,403	\$87,378	\$90,237	\$92,456	\$95,124	\$97,224
	23	\$78,496	\$80,073	\$82,250	\$85,236	\$88,212	\$91,071	\$93,289	\$95,957	\$98,056
	24	\$79,328	\$80,907	\$83,083	\$86,069	\$89,047	\$91,904	\$94,123	\$96,793	\$98,890
	25	\$80,943	\$82,554	\$84,778	\$87,835	\$90,878	\$93,795	\$96,065	\$98,793	\$100,937

**SCHEDULE B  
SALARY SCHEDULE 2026-2027**

2026- 27	LANES									
	BA	BA+10	BA+20	BA+30	BA+40/ MA	MA+10	MA+20	MA+30	MA+40	
<b>STEPS</b>	<b>1</b>	\$52,706	\$53,295	\$53,887	\$55,064	\$56,243	\$57,132	\$58,015	\$58,899	\$59,523
	<b>2</b>	\$54,489	\$55,090	\$55,693	\$56,895	\$58,100	\$59,006	\$59,908	\$60,811	\$61,445
	<b>3</b>	\$55,336	\$55,939	\$56,542	\$57,747	\$58,950	\$59,856	\$60,755	\$61,661	\$62,563
	<b>4</b>	\$56,384	\$56,982	\$57,586	\$58,791	\$59,997	\$60,898	\$61,801	\$62,705	\$63,608
	<b>5</b>	\$57,286	\$57,890	\$58,791	\$59,997	\$61,501	\$62,403	\$63,608	\$64,814	\$66,015
	<b>6</b>	\$58,189	\$59,093	\$59,997	\$61,202	\$63,004	\$63,907	\$65,414	\$66,920	\$68,423
	<b>7</b>	\$59,355	\$60,559	\$61,464	\$62,665	\$64,772	\$65,678	\$67,482	\$69,290	\$71,094
	<b>8</b>	\$60,593	\$61,764	\$62,665	\$63,870	\$66,277	\$67,482	\$69,587	\$71,396	\$73,504
	<b>9</b>	\$62,378	\$63,595	\$64,808	\$66,031	\$68,763	\$70,282	\$72,412	\$74,541	\$76,670
	<b>10</b>	\$63,791	\$65,010	\$66,531	\$68,050	\$70,786	\$72,613	\$74,740	\$77,172	\$79,301
	<b>11</b>	\$65,010	\$66,229	\$68,050	\$69,875	\$72,613	\$75,043	\$77,172	\$79,605	\$81,733
	<b>12</b>	\$66,229	\$67,747	\$69,569	\$72,006	\$74,740	\$77,478	\$79,605	\$82,343	\$84,485
	<b>13</b>	\$70,335	\$71,915	\$74,097	\$77,091	\$80,076	\$82,940	\$85,164	\$87,840	\$89,945
	<b>14</b>	\$71,881	\$73,479	\$75,684	\$78,707	\$81,720	\$84,612	\$86,861	\$89,562	\$91,689
	<b>15</b>	\$72,724	\$74,323	\$76,527	\$79,550	\$82,564	\$85,457	\$87,705	\$90,406	\$92,533
	<b>16</b>	\$73,568	\$75,168	\$77,372	\$80,395	\$83,407	\$86,300	\$88,549	\$91,248	\$93,375
	<b>17</b>	\$74,781	\$76,387	\$78,600	\$81,641	\$84,667	\$87,576	\$89,834	\$92,548	\$94,686
	<b>18</b>	\$75,629	\$77,235	\$79,449	\$82,488	\$85,516	\$88,427	\$90,682	\$93,396	\$95,534
	<b>19</b>	\$76,477	\$78,082	\$80,297	\$83,336	\$86,364	\$89,273	\$91,530	\$94,246	\$96,381
	<b>20</b>	\$77,325	\$78,929	\$81,145	\$84,185	\$87,211	\$90,120	\$92,378	\$95,095	\$97,231
	<b>21</b>	\$78,172	\$79,779	\$81,993	\$85,033	\$88,059	\$90,968	\$93,226	\$95,941	\$98,078
	<b>22</b>	\$79,022	\$80,627	\$82,840	\$85,880	\$88,907	\$91,816	\$94,074	\$96,789	\$98,926
	<b>23</b>	\$79,870	\$81,474	\$83,689	\$86,728	\$89,756	\$92,665	\$94,922	\$97,637	\$99,772
	<b>24</b>	\$80,717	\$82,322	\$84,537	\$87,576	\$90,605	\$93,512	\$95,770	\$98,487	\$100,620
	<b>25</b>	\$82,360	\$83,999	\$86,262	\$89,372	\$92,468	\$95,437	\$97,746	\$100,522	\$102,703

**SCHEDULE C  
EXTRA-CURRICULAR SCHEDULE  
2025-2027**

Coaches' and director's' salaries will increase for the 2025-2026 and 2026-2027 contract years at the same percentage rates as the teachers' salaries.

	<b>2025-2026</b>	<b>2026-2027</b>
Weight Room Supervision *	\$3,618	\$3,682
Max Training Coordinator	\$5,703	\$5,803
<b>Group 1</b>		
Head Football	\$6,142	\$6,249
Head Boy's/Girl's Volleyball	\$5,229	\$5,320
Head Boy's/Girl's Basketball	\$6,525	\$6,639
Head Wrestling	\$5,601	\$5,699
Head Baseball	\$5,042	\$5,130
Head Softball	\$5,042	\$5,130
Head Speech	\$5,621	\$5,719
<b>Group 2</b>		
Head Tennis	\$4,413	\$4,490
Head Boy's/Girl's Track	\$4,747	\$4,830
Head Boy's/Girl's Golf	\$4,413	\$4,490
Head Cross Country	\$3,979	\$4,049
Head Boy's/Girl's Soccer	\$4,687	\$4,769
Head Dance	\$5,356	\$5,450
Head Nordic Ski	\$4,759	\$4,842
<b>Group 3</b>		
Asst. Varsity Football	\$3,993	\$4,063
JV Football	\$3,993	\$4,063
JV Volleyball	\$3,398	\$3,458
JV Boy's/Girl's Basketball	\$4,241	\$4,315
JV Wrestling	\$3,642	\$3,705
JV Baseball	\$3,277	\$3,335
JV Softball	\$3,277	\$3,335
B Volleyball	\$3,398	\$3,458
B Boy's/Girl's Basketball	\$4,241	\$4,315
First Assistant Speech	\$3,653	\$3,717
<b>Group 4</b>		
JV Tennis	\$2,868	\$2,919
JV Track, Boy's/Girl's	\$3,086	\$3,140
JV Boy's/Girl's Golf	\$2,868	\$2,919
Assistant Golf Boy's/Girl's	\$2,868	\$2,919
Assistant Cross Country Boy's/Girl's	\$2,588	\$2,633
JV Soccer	\$3,046	\$3,100
JV Dance	\$3,481	\$3,542
Assistant Nordic Ski	\$3,093	\$3,147

**Group 5**

C Football	\$3,378	\$3,437
C Volleyball	\$2,875	\$2,926
C Boy's/Girl's Basketball	\$3,589	\$3,652
C Wrestling	\$3,080	\$3,134
C Baseball	\$2,774	\$2,822
C Softball	\$2,774	\$2,822

**Group 6**

MS Football	\$2,456	\$2,499
MS Volleyball	\$2,091	\$2,128
MS Tennis	\$1,764	\$1,795
MS Boy's/Girl's Basketball	\$2,610	\$2,656
MS Wrestling	\$2,241	\$2,280
MS Baseball	\$2,016	\$2,051
MS Softball	\$2,016	\$2,051
MS Boy's/Girl's Track	\$1,899	\$1,932
MS Assistant Boy's/Girl's Track	\$1,233	\$1,255
MS Boy's/Girl's Golf	\$1,765	\$1,796
MS Assistant Boy's/Girl's Golf	\$1,148	\$1,168
MS Boy's/Girl's Soccer	\$1,875	\$1,908
MS Assistant Boy's/Girl's Soccer	\$1,219	\$1,240
MS Boy's/Girl's Cross Country	\$1,591	\$1,619
Second Assistant Speech	\$2,249	\$2,288

**Group 7**

School Newspaper, Sr. High	\$894	\$910
School Newspaper, Middle School	\$894	\$910
HS Yearbook	\$3,465	\$3,525
Senior Class Advisor	\$1,640	\$1,669
Prom Advisor	\$1,778	\$1,809
Concessions Advisor	\$2,963	\$3,015
Class Advisors	\$301	\$306
High School Instrumental Music	\$3,399	\$3,459
Middle School Instrumental Music	\$483	\$492
High School Vocal Music	\$2,203	\$2,241
Middle School Vocal Music	\$483	\$492
Elementary Vocal Music	\$1,294	\$1,317
Competitive Vocal Ensemble (Harmonix)	\$2,469	\$2,513
Fall Cheerleading	\$3,224	\$3,281
Winter Cheerleading	\$4,401	\$4,478
Senior High Student Council	\$2,781	\$2,829
Middle School Student Council	\$1,627	\$1,655
SADD Leadership	\$1,780	\$1,811
Fall Play	\$4,425	\$4,503
Fall Play Assistant	\$2,876	\$2,927
Fall Musical (Vocal Director)	\$3,195	\$3,251
Fall Musical Pit Orchestra Director	\$2,077	\$2,113

Fall Musical Choreographer	\$1,279	\$1,301
Fall Musical Artistic Director	\$5,772	\$5,873
Fall Musical Assistant Director	\$3,752	\$3,817
Spring Play	\$4,425	\$4,503
Spring Play Assistant	\$2,876	\$2,927
One Act Play	\$3,567	\$3,630
One Act Play Assistant	\$2,319	\$2,359
Middle School Play Director	\$2,456	\$2,499
Middle School Play Assistant	\$1,770	\$1,801
Spanish Club	\$757	\$770
FCCLA	\$1,780	\$1,811
National Honor Society	\$1,092	\$1,111
Knowledge Bowl Coach	\$2,036	\$2,072
Middle School Knowledge Bowl	\$814	\$828
Middle School Yearbook	\$550	\$560
Robotics Coach	\$4,289	\$4,364
Assistant Robotics Coach	\$2,788	\$2,837
Safety Patrol Advisor	\$2,370	\$2,411
Math Masters	\$547	\$557
Elementary School Yearbook	\$550	\$560
Debate	\$3,364	\$3,423

- o Head Coaches of varsity sports are given one day for their sport's state tournament.
- o Those individuals hired prior to January, 2018 will receive the greater stipend when comparing the Schedule C stipends that existed prior to January 2018 or the Schedule C stipends that were agreed upon in January, 2018.
- o The Schedule C Committee will meet annually to review the Activity/Athletics Compensation Model and any concerns or questions brought forth to the committee's attention. The committee will be comprised of the Superintendent, HS Principal, AD, three members of EMJ, and School Board Negotiators.
- o District Owned Vehicle Usage:  
Coaches or Advisors who drive a district owned bus or a school vehical to transport students to their MSHSL sponsored events will be additionally compensated for their driving time at the same hourly rate as the "extra duty fee" as in ARTICLE 12 EXTRA COMPENSATION.

**SCHEDULE C  
PLAYOFF COMPENSATION**

- o After the week of the first playoff game or contest, head coaches or advisors of a team sport/activity will be compensated at a rate of \$165 per week. Any game or practice held during the additional week of post-season play will count as one full week, even if the team does not participate during the entire week. When no team is involved and individuals are competing, compensation for the head coach or advisor will be \$110 per week. If both team and individuals are competing, the head coach/advisor will receive the \$165 stipend only. Essential

varsity coaches (as determined by the contract) will be compensated at a rate of \$110 per week regardless of whether it is a team or individual sport.

- o The pep band director will be compensated an additional \$100 per pep band appearance to support teams in the post-season

**SCHEDULE C  
EXTRA CURRICULAR LONGEVITY  
2025-2027**

Longevity Criteria:

Longevity may be gained as an activity head or assistant, however the following criteria applies:

- a. If an activity head moves the following year to an assistant's position, he/she will be given credit for his/her years of experience in the activity.
- b. An activity assistant, who becomes the activity head for the same activity, will be given 1 year of credit for each year of experience as an assistant.
- c. An activity head or assistant who quits that activity, except for the longevity leave explained below, loses his/her longevity years.
- d. Longevity is counted only in each specific activity. An activity head or assistant cannot transfer longevity in one activity to another activity.

Longevity Leave:

An activity head or assistant may ask for a 1 year leave of absence from his/her activity. Approval of this request will be at the discretion of the Board of Education. If granted the activity head or assistant must agree to reassignment to that activity the following year, or he/she loses longevity standing.

**LONGEVITY SCALE FOR SCHEDULE C**

People holding a position and receiving a stipend on the new schedule C extra-curricular schedule (adopted in 2018) will receive the following longevity compensation. This will replace the language in the contract for \$70 increase every 2 years starting with the 6th year of service. Percentages are calculated off of the base pay on the schedule C pay scale and ranges of years are not cumulative. Individuals grandfathered in at a higher stipend prior to January 2018 will receive longevity calculated based on the new stipend amounts set forth after January 2018.

**2025-2027**

GROUPS 1-6					
<b>YEARS</b>	<b>1-4</b>	0%	<b>YEARS</b>	<b>13-16</b>	15%
	<b>5-8</b>	5%		<b>17-20</b>	\$20%
	<b>9-12</b>	10%		<b>20+</b>	25%

GROUPS 7					
<b>YEARS</b>	<b>0-5</b>	\$0	<b>YEARS</b>	<b>16-17</b>	Equivalent to 6-7 years
	<b>6-7</b>	Salary x 1.8%		<b>18-19</b>	Equivalent to 6-7 years
	<b>8-9</b>	Equivalent to 6-7 years		<b>20-21</b>	Equivalent to 6-7 years
	<b>10-11</b>	Equivalent to 6-7 years		<b>22-23</b>	Equivalent to 6-7 years
	<b>12-13</b>	Equivalent to 6-7 years		<b>24-25</b>	Equivalent to 6-7 years
	<b>14-15</b>	Equivalent to 6-7 years		<b>26-27</b>	Equivalent to 6-7 years

Each teacher shall receive a 1+1 athletic pass.

**ARTICLE 20  
EARLY CHILDHOOD FAMILY EDUCATION**

**Section 1. Statutory Considerations:** Pursuant to MN Statute 122A.26, An ECFE teacher who teaches in an ECFE program, which is offered through a community education program which qualifies for community ed. aid or ECFE aid, must meet licensure requirements as a teacher and must fall within the definition of “teacher” for purposes of PERLA to be included within the teachers’ appropriate unit and covered by the terms of this Agreement. Effective for the 2023-2024 school year and later, ECFE teachers covered by this Agreement shall fall within the definition of a teacher for purposes of Minnesota Statutes, section 122A.40, subdivision 1.

**Section 2. Application of contract:** The parties recognize that the employment of ECFE teachers is unique and market driven, and accordingly requires particular consideration in the contract because of this unique employment relationship.

**Section 3. Probationary period:** In accordance with Minnesota Statutes, section 122A.40, subdivision 5 and Minnesota Statutes, section 122A.26, the probationary period of ECFE teachers who taught for three consecutive years for the School District or another district or charter school in Minnesota or another state shall be one (1) year, which for ECFE teachers currently employed by the School District shall commence to accrue as of July 1, 2023, or upon employment with the School District thereafter. For all other ECFE teachers, the probationary period shall be three (3) school years of continuous service.

**Section 4. Seniority List:** ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the district, unless licensed in another area and attaining seniority in another position as set forth in this Article or other applicable article of this Agreement. The School Board may place on unrequested leave of absence (ULA) ECFE teachers as may be necessary because of discontinuance of a position, lack of pupils, financial limitations, or merger of classes. Such leave of absence

shall continue for a period of (5) five years, after that the right to reinstatement shall terminate; provided the right to reinstatement shall also terminate if the teacher fails to file with the School District's designee by April 1<sup>st</sup> of each year a written statement requesting reinstatement. Reinstatement rights shall automatically cease (5) years from the date ULA commenced and no further rights to reinstatement shall exist. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and School Board. Teachers placed on such leave shall receive notice by June 30<sup>th</sup> of the school year prior to the commencement of such leave with reasons for said placement. ECFE teachers shall be placed on ULA in inverse order of seniority with respect to their specific seniority list. No new ECFE teacher shall be employed by the School District while any current ECFE teacher is on ULA. Teachers will be reinstated to positions that become available in their category in the inverse order in which they were placed on ULA. The procedures set forth in ARTICLE 16, Section 3, subdivisions 2, 5 and 6 and Section 4, subdivisions 2, 3 and 4; Sections 5 through 8 also shall apply to ECFE teachers.

**Section 5. Basic Compensation:** ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule in Schedule D and shall not be entitled to compensation on the regular teacher salary schedule. Teachers working less than 540 hours per year will be compensated at an hourly rate determined by dividing their annual salary by 1,472 hours (or 1/184 of their daily rate).

**Section 6. Payroll Deductions:** Teachers absence in excess of leave provisions during the school year shall have their salary reduced by the amount of 1/184 of their salary for each day of absence.

**Section 7.** Direct deposits of contracted salary shall be issued on the 15th and last day of each month. If either payday falls on a Saturday, or a Sunday, direct deposits shall be distributed on the last school day preceding the 15th or the last day of the month. Extra-curricular salaries shall be paid either over the length of the season, or at the end of the season.

**Section 8.** Payments and insurance deductions will be made on the basis of twenty-four (24) installments.

**Section 9. Extra Compensation:**

- A. Teachers will be compensated at their regular teacher rate of pay when providing services for non-teaching related activities, such as ECFE activity nights, non class parties, programs, field trips, etc. For field trips, pay will be calculated from the time the trip leaves the school to the time the trip returns to the school, to a maximum of eight hours daily.
  
- B. Teachers will receive forty (\$40) per hour for student conferences and home visits.

**Section 10. Prep Time:** Each teacher shall have a continuous preparation time equivalent to a standard secondary class period within each student contact day, during the individual building hours.

**Section 11. Hours of Service:**

- A. Recognizing the unique changing and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by the District and modified from time to time based upon the needs of the program.
- B. All positions under this contract will have flexible hours that may include evening assignments and/or occasionally weekend events. The flexibility is critical to the success of the programs by allowing them to meet the scheduling needs of the clients.
- C. Schedules will be developed by the ECFE Coordinator at the beginning of each programming period. Every effort will be made to match teaching schedules with the personal preferences of teachers, within limits of providing program services.
- D. Hourly teacher hours may be added or reduced during the course of a programming period depending upon enrollments or other needs. Should this exceed the basic day eight (8) hours, compensation will be based on the extra duty rate of forty dollars (\$40) per hour.
- E. The teacher's basic day, inclusive of a "duty free" lunch, no less than 25 minutes, shall be eight (8) hours, prorated depending on enrollment.

**Section 12. Staff Development:** ECFE teachers are eligible to receive staff development training, as approved by the ECFE coordinator. Money for staff development will come from ECFE funds. Payment for staff development will be at the teacher's rate of pay, or the District's payment for such activities, whichever is less, as explained in the District's contract, Article 12, Section 4.

**Section 13. Group Insurance:** ECFE teachers will receive insurance benefits according to Article 13, Section 3, subd.1. To receive full benefits a teacher must work 1,472 hours in the school year from August 20th through August 19th of the subsequent year. Hours worked less than 1,472 will result in prorated benefits from the 1,472 hours per year. No benefits will be available for teachers working less than 540 hours per year. All benefits are subject to any hours limits for eligibility the insurance company may set as a criteria for eligibility. If a teacher's work schedule results in a reduction of hours, that would result in an overpayment of benefits, an adjustment will be made in the subsequent month/months salary to correct this overpayment.

**Section 14. Articles of Master Contract Applying to ECFE Teachers:**

Articles 1,2,3,4,5,6,17,18,19, 20, Schedule C, and Schedule D.

**Section 15. Articles of Master Contract Not Applying to ECFE Teachers**

Articles 7,8,9,10,11,12 (except as referenced above),13 (except as referenced above),14 (except as referenced in Article 14),15,16, Schedules A and B, 21 and 22.

**ARTICLE 21**  
**PRESCHOOL TEACHERS, SCHOOL READINESS, SCHOOL READINESS PLUS, AND**  
**PREKINDERGARTEN INSTRUCTORS**

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

**Section 2. Probationary Period, Seniority and Layoff:**

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

Subd. 2. Seniority and Layoff. Preschool instructors shall have seniority only as a preschool instructor and shall have a separate seniority list consisting only of preschool instructors, based upon their classification as a 1) preschool instructor; 2) school readiness instructor; 3) school readiness plus instructor; or 4) prekindergarten instructor. A preschool instructor shall not have any rights to any other teaching position in the district. Preschool teachers shall be laid off and recalled within the order of seniority within the designated preschool category. The procedures set forth in ARTICLE 16, Section 3, subdivisions 2, 5 and 6 and Section 4, subdivisions 2, 3 and 4; Sections 5 through 8 also shall apply to these positions.

**Section 3. Hours of Service:** Preschool instructors' working days and the maximum hours per day/week will be based on enrollment and will be determined by August 15th of each year. Evening preschool classes may be included within the weekly maximum hours. This maximum hours designation will include the addition of Prep Time as outlined in Article 20, Section 7. The instructor's basic day, inclusive of a "duty free" lunch, no less than 25 minutes, shall be eight (8) hours, prorated depending on enrollment.

**Section 4. Basic Compensation:** Preschool instructors shall be compensated pursuant to the specific preschool salary schedule, Schedule D, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

**Section 5. Payroll Deductions:** Instructors absence in excess of leave provisions during the school year shall have their salary reduced by the amount of 1/184 of their salary for each day of absence.

**Section 6.** Direct deposits of contracted salary shall be issued on the 15th and last day of each month. If either payday falls on a Saturday, or a Sunday, direct deposits shall be distributed on the last school day preceding the 15th or the last day of the month. Extra-curricular salaries shall be paid either over the length of the season, or at the end of the season.

**Section 7.** Payments and insurance deductions will be made on the basis of twenty-four (24) installments.

**Section 8. Prep Time:** Each instructor shall have a continuous preparation time equivalent to a standard secondary class period within each student contact day, during the individual building hours

**Section 9. Emergency Closings:** When Schools are closed for a full day for emergency reasons such as inclement weather, preschool instructors are instructed as follows:

1. On days the preschool starting time is delayed, teachers' starting time is delayed correspondingly.
2. On the days preschool is dismissed early, the instructors may leave after the students have left.
3. On days preschool is cancelled and not rescheduled, the following procedure will be observed: On the first preschool closing of the school year, instructors will not be expected to report to work and shall be paid.
4. If the second or additional days that preschool is closed are declared to be e-learning days, preschool instructors will be paid and allowed to work from home to the extent practicable, be assigned to work in an alternate location, or be retained on an on-call basis for any potential need, as determined by the School District.
5. In the event that preschool is closed more than two days in a school year, the preschool program may choose to add a makeup day or days. In the event that preschool is closed more than two days in a school year, the preschool program may choose to add a makeup day or days.

**Section 10. Group Insurance:** Preschool instructors will receive insurance benefits according to Article 13, Section 3, subd.1. To receive full benefits an instructor must work 1,472 hours in the school year from August 20th through August 19th of the subsequent year. Hours worked less than 1,472 will result in prorated benefits from the 1,472 hours per year. No benefits will be available for instructors working less than 540 hours per year. All benefits are subject to any hour limits for eligibility the insurance company may set as a criteria for eligibility. If an instructor's work schedule results in a reduction of hours, that would result in an overpayment of benefits, an adjustment will be made in the subsequent month/months salary to correct this overpayment.

**Section 11. Articles of Master Contract Applying to Preschool Instructors:**  
Articles 1,2,3,4,5,6 (except section 5),17,18,19, Schedule C, and Schedule D.

**Section 12. Articles of Master Contract Not Applying to Preschool Instructors:**

Articles 7,8,9,10,11,12 (except as referenced above),13 (to the except as referenced above),14 (except as referenced in Article 14),15,16, Schedules A and B, 20 and 22.

**ARTICLE 22  
TIER 1 AND 2 TEACHERS**

**Section 1. Statutory Considerations:** Pursuant to Minnesota Statutes, sections 122A.181 and 122A.182, a Tier 1 or a Tier 2 licensed teacher may be a teacher of record in a Minnesota Public School System. However, Minnesota Statutes, sections 122A.181 and Minnesota 122A.182 specifically provide that such licensure shall not be construed to bring such Tier 1 or Tier 2 teacher within the definition of a teacher for purposes of Minnesota Statutes, section 122A.40, subdivision 1.

**Section 2. Probationary Period:** Time spent as a tier1 or tier 2 teacher does not count toward the individual's probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A tier1 or tier 2 teacher shall serve a probationary period of 180 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the teacher. Tier 1 and Tier 2 Teachers who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the teacher shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary teacher shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

**Section 3. Non-Renewal:** Tier 1 and Tier 2 teachers will be laid off prior to any qualified Tier 3 or Tier 4 licensed teachers being placed on ULA.

**Section 4. Compensation:** Tier 1 and Tier 2 licensed teachers will be compensated as provided for in Schedule A and Schedules B.

**Section 5. Leaves of Absence:** Tier 1 and Tier 2 teachers shall not be eligible for leaves of absence pursuant to Article 14, Sections 10 or 11.

**Section 6. Articles of Master Contract Applying to Tier 1 and 2 Teachers:**

Articles 1, 2, 3, 4, 5, 6 (except section 5), 8, 9, 10,11,12 13, 17, 18, 19, Schedule C, Schedule D

**Section 7. Articles of Master Contract Not Applying to Tier 1 and 2 Teachers:**

Articles 7, 14 (except as referenced in Article 14 and as set forth above in this Article), 15, 16 (except as references above in this Article), Schedules A and B, 20 and 21.

**SCHEDULE D  
ECFE/PRESCHOOL TEACHER SALARY SCHEDULE**

**2025-2026**

		LANES	
		BA	MA
<b>STEPS</b>	<b>1</b>	\$47,659	\$49,756
	<b>2</b>	\$48,303	\$50,475
	<b>3</b>	\$49,142	\$51,298
	<b>4</b>	\$49,890	\$52,062
	<b>5</b>	\$50,654	\$52,886
	<b>6</b>	\$51,418	\$54,174
	<b>7</b>	\$52,182	\$55,702
	<b>8</b>	\$52,931	\$56,990
	<b>9</b>	\$53,680	\$59,132
	<b>10</b>	\$54,459	\$60,869
	<b>11</b>	\$55,207	\$62,442
	<b>12</b>	\$55,986	\$64,269
	<b>13</b>	\$60,480	\$68,867
	<b>14</b>	\$61,813	\$70,275
	<b>15</b>	\$62,546	\$70,994

**2026-2027**

		LANES	
		BA	MA
<b>STEPS</b>	<b>1</b>	\$48,493	\$50,626
	<b>2</b>	\$49,148	\$51,358
	<b>3</b>	\$50,001	\$52,196
	<b>4</b>	\$50,763	\$52,973
	<b>5</b>	\$51,541	\$53,811
	<b>6</b>	\$52,318	\$55,122
	<b>7</b>	\$53,095	\$56,676
	<b>8</b>	\$53,857	\$57,987
	<b>9</b>	\$54,619	\$60,166
	<b>10</b>	\$55,412	\$61,934
	<b>11</b>	\$56,174	\$63,534
	<b>12</b>	\$56,966	\$65,394
	<b>13</b>	\$61,538	\$70,072
	<b>14</b>	\$62,894	\$71,505
	<b>15</b>	\$63,641	\$72,236

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 717, Jordan, Minnesota ("School District") and Education Minnesota, Jordan ("Association"). The School District and the Association are referred to collectively herein as the "Parties."

WHEREAS, the Association represents licensed teachers of the School District who are members of the bargaining unit; and

WHEREAS, the School District and the Association are parties to a collective bargaining agreement ("CBA") for the period of July 1, 2025 through June 30, 2027, pending ratification by the Parties; and

WHEREAS, the Earned Sick and Safe Time Act ("ESST"), Minnesota Statutes, sections 181.9445-181.9448, was enacted on May 23, 2023 and will take effect on January 1, 2024, during the term of the CBA; and

WHEREAS, the Parties have mutually agreed to enter into this MOU to timely address certain terms and conditions of employment related to the ESST, as set forth herein.

NOW, THEREFORE, the parties stipulate and agree as follows:

1. The parties agree to amend Article 14 of the CBA by as follows:

### **ARTICLE 14 LEAVES OF ABSENCE**

#### **Section 1. Sick Leave/Earned Sick and Safe Time ("ESST"):**

Subd. 1. At the beginning of each school year, each full-time staff member, as defined in Article 3, section 2, subdivision 1, shall receive 120 hours of paid sick leave per year and part-time teachers, as defined in Article 3, section 2, subdivision 2, shall accrue a prorated number of sick leave days. Sick leave may be granted for reasons of a staff member's own personal illness, injury or family illness. A new staff member may use all 120 hours of sick leave (beginning with the first day of workshop) even if he or she has not earned or accumulated 120 hours. A teacher who has used more than his/her proportionate accumulation of sick leave hours at the time of his/her resignation or termination from the School District shall have

his/her daily pay for any unearned sick leave hours deducted from his/her final paycheck.

Subd. 2. Each full-time staff member shall be allotted 48 hours of ESST leave, or the prorated number of ESST leave hours for part-time staff members, as of January 1, 2024. Thereafter, staff members annually shall be provided with forty-eight (48) hours of ESST leave on the first of July. ESST leave shall not be in addition to the sick leave allotted in subdivision 1. Rather, ESST leave may be substituted for sick leave allotted in subdivision 1, to the extent accrued, and may be used for any of the expanded reasons as set forth in Minnesota Statutes, section 181.9447 on the condition that a newly employed staff member has performed work for at least eighty (80) hours for the School District.

Subd. 3. Teachers shall provide the payroll department and the teacher's supervisor with at least seven (7) days advance notice of the need for use of sick leave/ESST if the need for leave is foreseeable. If the need for sick leave/ESST is unforeseeable, notice shall be provided as soon as practicable. Sick leave/ESST may be approved only upon the teacher's proper submission of a request using the School District's absence management system.

Subd. 4. Unused sick leave hours, provided pursuant to subdivision 1, may accumulate to a maximum credit of 1,000 hours. New hires as of March 2012 will not have a cap on unused sick leave. ESST leave, provided pursuant to subdivision 2, may accrue up to a maximum of 80 hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accruals.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the teacher. ESST leave shall be deducted from regular sick leave, set forth in subdivision 1, prior to the staff member's use of sick leave.

Subd. 6. Full-time teachers are credited with 64 hours of sick leave beyond ESST leave with part-time teachers receiving a prorated number of hours. ESST leave accruals shall not be paid out at the end of the year, upon termination, resignation retirement or other separation. If a teacher is rehired within 180 days of separation from employment, unused accrued ESST leave will be reinstated upon rehire. Teachers with a sick leave accrued bank balance in excess of accrued ESST leave, at the teacher's choice may, at the completion of the regular school year, request to sell back a maximum of five(5) unused sick days at \$125 per day (\$15.63 per hour). Sick leave shall not be paid out upon termination or resignation of a teacher mid-year. The following formula will be used to calculate each teacher's sell-back: (number of unused sick days/hours-used) x (\$125 per day/\$15.63 per hour) = sell-back amount. Days sold back shall be deducted from the accumulated sick leave specified in Article 14, Sec. 1, subd. 4.

## **Section 2. Bereavement Leave:**

Subd. 1. Three (3) days per year, non-accumulative, shall be available to each teacher for-bereavement leave.

Subd. 2. A teacher shall provide as much prior notice of intent to use bereavement leave as possible.

Subd. 3. Additional days of bereavement leave or leave for an extended illness of an immediate family member may be granted at the discretion of the superintendent. These additional days will be deducted from the teacher's accumulated sick leave bank and ESST bank as provided in Section

### **Section 3. Personal Leave:**

Subd. 1. A teacher shall be granted three (3) days for personal leave with pay yearly. If the three days are not used, the teacher will be paid the substitute rate of pay for the earned days, to be paid in June. No more than one (1) personal day without pay may be taken. Personal days may be taken in four hour increments, but if so taken, one must be in the a.m. and one in the p.m.

Subd. 2. Limitations: Not more than five percent (5%) of the staff in any one building will be approved or compensated for personal leave on any one day. The number of teachers eligible in a particular building will increase when the number of teachers times five percent reaches a factor of .5 without rounding up. Example:  $2.48 = 2$  teachers, but  $2.52$  equal 3 teachers. Teachers shared between more than one building, if 50/50 share, may go to the building having an available slot. Anything other than a 50/50 share must go with the building in which the highest percent of their time is spent. Personal leave shall not be granted for purposes of appearing before a court, grievance arbitrator or any other proceeding in which the petitioner for personal leave is a participating individual, through membership in an organization, in any action against the School District.

Subd. 3. Request for personal leave must be made in writing to the School District at least three (3) days in advance, except in cases of emergency. Requests for multiple personal day leaves, after Sept. 15<sup>th</sup>, must be made to the district thirty (30) calendar days in advance of the desired leave.

Subd. 4. A personal day may not be used the first week of school, nor the last three weeks of school. Exceptions may be made at the discretion of the superintendent.

Subd. 5. Banked Personal Days:

A. Teachers may bank their paid personal days to a maximum of four (4) days.

- B. Each year, by June 1<sup>st</sup>, each teacher must select either to accept payment for his/her unused day, per subd. 1 of this section, or bank it. Once banked, these day(s) are not eligible at a later date for payment, except as stated in Letter "D" below.
  
- C. Multiple requests for personal days for the same time period shall be honored as follows:
  - (1) All requests submitted before Sept. 15<sup>th</sup> of the school year in which the leave will be used will be considered to have been filed on Sept. 15<sup>th</sup> of that year.
  - (2) Date of request.
  - (3) Staff member with most recent use of multiple consecutive days will receive the lowest priority.
  - (4) Seniority.
  - (5) File folder number, with lowest number having priority.
  - (6) Spouses will be treated as one for use purposes, if leave is requested together, with the lowest folder number being used as the guide. Once spouses have used multiple leave together, in the subsequent year they will not be eligible for this "unique" treatment, but will be treated as single employees for that year in implementing this criteria.
  
- D. Teachers, eligible for the district's early retirement program, may, at the time of their retirement, sell back their banked days at \$125 per day (\$15.63 per hour). Exceptions to the above may be made at the superintendent's discretion.

**Section 4. Workers Compensation:**

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of ESST and sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated ESST leave and then sick leave accrual time according to the pro-rata portions of days of leave time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, and who elects to receive ESST/sick-leave pay pursuant to this policy, he/she will receive a deduction from his/her pay in an amount equal to the Worker's Compensation check.

**Section 5. Jury Duty:** Any teacher who is called to serve jury duty or as a subpoenaed witness for a municipal, county, state or federal court proceeding shall be provided leave with pay for each day of required service. The teacher shall notify the District of the dates pending absence as soon as possible following notice of jury duty, but in no event later than one week prior to commencing jury duty service. The teacher shall reimburse to the district any per diem paid.

**Section 6. Military Leave:** Military leave shall be granted to a teacher pursuant to M.S., Chapter 192, and other applicable law.

**Section 7. Summer Session Sick Leave:** One day of non-accumulative sick leave will be allowed for every six-week summer session. No additional ESST leave shall accrue during the summer session with the exception of temporary staff who shall accrue ESST leave on the statutorily required hourly basis.

**Section 8. Child Care Leave:**

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize ESST leave followed by sick leave pursuant to the Section 1 of this Article of the Contract during a period of physical disability. Said period of disability occasioned by pregnancy or delivery shall not exceed a period of six consecutive weeks. In the event of complications related thereto, the disability shall qualify for ESST leave/sick leave provisions under Article 14, Section 1, upon recommendation of a properly licensed medical doctor. The School District reserves the right to verify the disability designation by a doctor of its own choice and shall pay for the same to the extent the teacher the leave exceeds three days and the teacher chooses to use ESST leave. A teacher shall not be eligible for accrual of ESST leave or sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are related to maintaining the continuity of classroom instruction.

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

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

Subd. 6. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination, unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. 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 Contract at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave. Teachers shall retain their seniority rights during the leave covered by this section.

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

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Subd. 11. A teacher may use up to 5 ESST days, then sick days and 5 personal days, in that order, for the purpose of Paternity Leave.

**Section 9. Adoption Leave:** The District shall grant an adoption leave to any teacher who makes a written application for such leave. Adoption leave will apply to both married and unmarried teachers.

Subd. 1. Upon learning of the date of placement, the teacher shall submit a written application for adoption leave to the School District. Every effort shall be made to permit a teacher to commence his or her leave effective on the date of placement, in all events, the teacher shall be able to

commence the leave five (5) working days after such a placement.

Subd. 2. Adoption leave shall be granted under the same terms and conditions specified in Section 8.

Subd. 3. A teacher may use up to 5 ESST days, then sick days and 5 personal days, in that order, for the purpose of Adoption Leave.

### **Section 10. General Leave:**

Subd. 1. Teachers in the School District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. Teachers who intend to return to their employment with the School District must notify the School District of their intention to return by April 1 of the year preceding the year in which the leave is sought. Teachers who do not comply with this subdivision shall waive their right to return and their right of employment in the School District.

Subd. 3. Such leave may be granted by the School District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness of the teacher, care of family, study germane to the teacher's assignment, travel, exchange teaching, holding a full-time office in Education Minnesota or United Educators, or for other reasons deemed appropriate by the School District.

Subd. 4. The teacher shall accrue seniority credit for the period of general leave, but shall not receive experience credit for the period of this leave unless the leave involves actual teaching experience. In such case, experience shall be granted.

Subd. 5. Applications for general leave shall be submitted in writing to the School District as soon as possible.

## **Section 11. Sabbatical Leave:**

Subd. 1. A sabbatical leave may be granted to full-time teachers, as defined in Article 3, Section 2, subdivision 1, in the School District for the purpose of professional improvement subject to the conditions established by the School District and subject and pursuant to M.S. 122A.49. Sabbatical leave is not a right but a privilege which may be granted by the School District. Sabbatical leave may be granted to teachers who have demonstrated by their performance and their application for sabbatical leave, that such experience would enable them to make a contribution to the improvement of the instructional program of District 717.

Subd. 2. To be eligible for sabbatical leave, an individual must have been continuously employed at least six (6) years in the School District or at least four (4) continuous years in this District plus four (4) or more years in another school district.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his/her study in his/her area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School District.

Subd. 4. The proposed program of study must be approved in advance by the School District.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the School District at the earliest possible date, but in no case shall this be after March 10 of the year preceding the school year in which the leave is sought.

Subd. 6. The number of teachers on sabbatical leave shall be limited to two teachers in any one year. The granting of sabbatical leave, however, is purely within the discretion of the School District. The School District reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School District, such leaves should not be granted.

Subd. 7. The allowance granted to a teacher on sabbatical leave shall be one-half of the basic contract salary (not

including any extracurricular pay) of the individual for the school term for which the application for the sabbatical leave is made. The District shall make the same contribution toward a teacher's fringe benefits as made for a teacher on the active teaching staff during the year of the sabbatical leave.

Subd. 8. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the School District shall refund on a prorated basis those monies received from the School District for sabbatical leave, and said monies shall be due and payable to the School District forthwith upon cessation of employment in the School District.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 10. Sabbatical leave shall not exceed one (1) contract year and shall be awarded not more than once to any teacher in the School District.

Subd. 11. The School District reserves the right to rescind a sabbatical leave approval in the event of an emergency.

Subd. 12. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned an equivalent contractual position.

Subd. 13. A teacher on sabbatical leave shall retain such amount of ESST and sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to the sick-leave policy. No additional ESST or sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 14. A teacher who returns from a sabbatical leave shall advance to the next step on the salary schedule.

**Section 12. Administration of Leaves:**

Subd. 1. When the School District has reason to believe that a pattern of conduct suggests that any leaves are being abused, investigation may be necessary for the benefit of all concerned. As part of such investigation, the School District may prospectively require a doctor-signed certificate of any teacher claiming sick leave, pursuant to Section 1, subdivision 1 of this Article. Education Minnesota, Jordan shall be informed of any investigation and of possible abuse of leaves.

Subd. 2. When permissible by law, the School District may require a teacher to furnish documentation indicating any ESST related absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Section 1, Subdivision 2 of this Article in order to receive ESST pay. The teacher will be advised when documentation is required.

**Section 13. Paid Family and Medical Leave:**

Subd. 1. Starting January of 2026, teachers may take PFML (Paid Family Medical Leave) in accordance with the Minnesota Department of Employment and Economic Development requirements.

Subd. 2. The District shall pay 50% of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50% of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

2. This MOU, with updates reflected, will be extended through the 2025-2026 and 2026-2027 school year or until negotiated otherwise.
3. Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA. No party may introduce this MOU in any proceeding, formal or informal, as evidence of a contract interpretation, practice, or precedent, other than as may pertain solely to the application of the MOU.
4. This MOU shall for all purposes be deemed to have been mutually drafted.

5. This MOU constitutes the entire agreement between the parties regarding the matters addressed in this document. No party has relied upon any oral statements, promises, or representations that are not set forth in this MOU. No changes to this MOU will be valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this day of October 13, 2025.

**Education Minnesota, Jordan**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Union President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Union Negotiator

**Independent School District No. 717,  
Jordan**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board Treasurer