

MASTER AGREEMENT

between

EDUCATION HOLDINGFORD

and the

SCHOOL BOARD

of

INDEPENDENT SCHOOL DISTRICT 738

HOLDINGFORD, MINNESOTA

2021-2023

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## Contents

ARTICLE I – DEFINITION OF AGREEMENT	1
SECTION 1. Statement of Purpose:	1
SECTION 2. Definition and Recognition of Parties:	1
SECTION 3. Appropriate Unit:	1
ARTICLE II – DEFINITIONS	1
SECTION 1. Terms and Conditions of Employment:	1
SECTION 2. Teacher:	1
SECTION 3. School District:	1
SECTION 4. Year of Service:	1
SECTION 5. Full-Time Teacher:	1
SECTION 6. Part-Time Teacher:	1
SECTION 7. Long-Term Substitute:	1
SECTION 8. Probationary Period:	1
SECTION 9. Other Terms:	2
ARTICLE III – SCHOOL BOARD RIGHTS	2
SECTION 1. Inherent Managerial Rights:	2
SECTION 2. Managerial Responsibility:	2
SECTION 3. Effect of Laws, Rules, and Regulations:	2
SECTION 4. Reservation of Managerial Rights:	2
ARTICLE IV – TEACHER RIGHTS	2
SECTION 1. Right to Views:	2
SECTION 2. Right to Join:	2
SECTION 3. Request for Dues Check-off	2
SECTION 4. Association Leave:	3
SECTION 5. Use of School by Exclusive Representative:	3
SECTION 6. School Financial Data:	3
SECTION 7. Unrequested Leave of Absence:	3

SECTION 8. Vacancies:	4
SECTION 9. Personnel Files:	4
SECTION 10. Notification of Assignment:	5
SECTION 11. Observation and Evaluation of Teachers:	5
SECTION 12. Copies of Agreement:	6
SECTION 13. Education Holdingford President	6
ARTICLE V – BASIC SCHEDULES AND RATES OF PAY	6
SECTION 1. 2021-2022 and 2022-2023 Salary Schedules:	6
SECTION 2. Placement on the Salary Schedule:	6
SECTION 3. Paychecks:	8
SECTION 4. Experience Credit:	8
SECTION 5. Attendance Leave:	8
SECTION 6. Flex Time:	8
ARTICLE VI – EXTRA COMPENSATION	8
SECTION 1. Activity and Advisory Schedules:	8
SECTION 2. Activity and Advisor Assignments:	8
SECTION 3. Payment:	9
SECTION 4. Mileage:	9
SECTION 5. Membership in Sports Associations:	9
ARTICLE VII – SEVERANCE PAY AND RETIREMENT	9
SECTION 1. Matching Annuity Program:	9
SECTION 2. Mid-Year Retirement:	10
ARTICLE VIII – GROUP INSURANCE	11
SECTION 1. Health and Hospitalization Insurance – Single Coverage:	11
SECTION 2. Health and Hospitalization Insurance – Family Coverage:	11
SECTION 3. Married Couples:	11
SECTION 4. VEBA Option for Non-Insurance Participants:	11
SECTION 5. VEBA Contribution:	12
SECTION 6. Selection of Insurance Carrier:	12

SECTION 7. Claims Against the District:	12
SECTION 8. Specifications:	12
SECTION 9. Group Insurance for Retirees:	12
SECTION 10. Long-Term Disability:	13
SECTION 11. Term Life and Accidental Death and Dismemberment:	13
SECTION 12. For the 2021-2023 Contract, Insurance Committee	13
ARTICLE IX – LEAVES OF ABSENCE	13
SECTION 1. Disability Leave:	13
SECTION 2. Disability Leave Bank:	14
SECTION 3. Emergency Leave:	15
SECTION 4. Child Care Leave:	15
SECTION 5. Personal Leave:	16
SECTION 6. Sabbatical Leave:	16
SECTION 7. Family and Medical Leave:	18
SECTION 8. Jury Service:	19
SECTION 9. Military Leave:	19
SECTION 10. Medical Leave:	19
SECTION 11. Insurance Application:	19
SECTION 12. Credit:	19
SECTION 13. Eligibility:	19
ARTICLE X – HOURS OF SERVICE	20
SECTION 1. Basic Work Day:	20
SECTION 2. Building Hours:	20
SECTION 3. Additional Activities:	20
SECTION 4. Teaching Load, Secondary Teachers:	20
SECTION 5. Assignment of Elementary Teachers:	21
SECTION 6. Elementary Teachers Prep Time:	21
SECTION 7. Lunch Period:	21
ARTICLE XI – LENGTH OF SCHOOL YEAR	21



SECTION 1. Teacher Duty Days:	21
SECTION 2. Number of Days:	21
SECTION 3. Emergency Closings:	21
SECTION 4. School Calendar:	21
SECTION 5. Modified Work Schedule:	21
ARTICLE XII – PART TIME TEACHERS	21
SECTION 1. Definitions:	21
SECTION 2. Compensation:	22
SECTION 3. Advancement on Schedule:	22
SECTION 4. Fringe Benefits:	22
SECTION 5. Seniority:	22
SECTION 6. Work Day:	22
SECTION 7. Shared Position:	22
SECTION 8. Long-Term Substitute Teachers:	22
ARTICLE XIII – EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS TEACHERS	23
SECTION 1. Statutory Considerations:	23
SECTION 2. Application of Agreement:	23
SECTION 3. Probationary Period:	23
SECTION 4. Layoff and Recall:	23
SECTION 5. Compensation:	23
SECTION 6. Applicable Sections of the CBA:	24
SECTION 7. Sections of the CBA not Applicable:	24
SECTION 8. Hours of Service, Duty Day, Duty Week, and Duty Year:	24
ARTICLE XIV – GRIEVANCE PROCEDURE	24
ARTICLE XV – DURATION	26
SECTION 1. Terms and Reopening Negotiations:	26
SECTION 2. Effect:	26
SECTION 3. Finality:	26

SECTION 4. Severability:	26
Salary Schedules “A”	27
Co-Curricular Schedule	28
Head Coaches Pay for State Tournament	28
Coaches/Advisors Longevity Pay	28
MOU – Teachers Development Peer Observers	29
MOU – Granting Steps and Lanes	30
MOU – Tuition Reimbursement for College Courses	31
MOU – Lane Change Credits for Vocational Instructors	33
MOU – Teacher Genius Hour	34
MOU – Teaching Load, Secondary Teachers 2021-2022 and 2022-2023	35
APPENDIX 1 – LETTER OF ASSIGNMENT AND NOTIFICATION OF SALARY INDEPENDENT SCHOOL DISTRICT 738	36
APPENDIX 2 – PLACEMENT ON COACHING SALARY SCHEDULE	37
APPENDIX 3 – EXTRA ASSIGNMENT SCHEDULE	38
APPENDIX 4 – MATCHING ANNUITY	41

## ARTICLE I - DEFINITION OF AGREEMENT

**SECTION 1. Statement of Purpose:** In compliance with and pursuant to the Public Employee Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., this agreement is entered into between the parties involved to provide the terms and conditions of employment for teachers of Independent School District 738 for the duration of this agreement.

**SECTION 2. Definition and Recognition of Parties:** The parties involved in this agreement are the School Board of Independent School District 738, hereinafter referred to as the District, and Education Holdingford, hereinafter referred to as the Exclusive Representative, which is recognized, in accordance with the P.E.L.R.A., as the Exclusive Representative of the teachers employed by the District, and having those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

**SECTION 3. Appropriate Unit:** The Exclusive Representative shall represent all teachers of the District as defined in this agreement and in the P.E.L.R.A..

## ARTICLE II - DEFINITIONS

**SECTION 1. Terms and Conditions of Employment:** Shall mean the hours of employment and the compensation for these hours of employment, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

**SECTION 2. Teacher:** The term "teacher" shall mean any person employed by the District in a position for which licensure is required by the Board of Teaching or State Board of Education, or in a position of physical therapist or occupational therapist, except superintendent, assistant superintendent, principal and assistant principal who devote more than 50% of their time to administrative or supervisory duties, and any daily substitute teacher who does not replace the same teacher for more than 30 working days.

**SECTION 3. School District:** The term "school district" or "district" shall mean the school board or its designated representatives.

**SECTION 4. Year of Service:** A year of service shall mean 50% or more of the contract days as listed in Article XI, Section 2.

**SECTION 5. Full-Time Teacher:** Shall mean any salaried person in the appropriate unit employed by the school district for a minimum of a full school day under an individual contract or any combination of individual salaried contracts.

**SECTION 6. Part-Time Teacher:** Shall mean any person meeting the criteria of Section 2 who is employed on a regular schedule for one or more student contact hours for a semester or the entire contract year.

**SECTION 7. Long-Term Substitute:** Shall mean any teacher who serves for 31 consecutive days or more for the same teacher. This Section shall not apply to casual substitute teachers.

**SECTION 8. Probationary Period:** The parties agree that the applicable periods of probation for teachers are set forth in Minnesota Statutes.



**SECTION 9. Other Terms:** Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

## **ARTICLE III - SCHOOL BOARD RIGHTS**

**SECTION 1. Inherent Managerial Rights:** The Exclusive Representative recognizes that the District is not required to meet and negotiate 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. Managerial Responsibility:** The Exclusive Representative recognizes that right and obligation of the School Board to manage and conduct the operation of the District within its legal limitations and to provide educational opportunity for the students of the District.

**SECTION 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by the school rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligations and duty of the District and its duly designated officials to make rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and directives of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders, except Article VIII, Section 5, shall be null and void and without force and effect.

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

## **ARTICLE IV - TEACHER RIGHTS**

**SECTION 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the Exclusive Representative of the expression or communication of a view, grievance, complaint or opinion on any matter related to conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**SECTION 2. Right to Join:** Pursuant to PELRA Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and terms and conditions of employment for such teachers.

**SECTION 3. Request for Dues Check-off:** The Exclusive Representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any teacher organization that has lost its right to dues check-off pursuant to PELRA.

Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in twenty-one (21) equal installments, beginning with the second pay period in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School district harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this agreement.

**SECTION 4. Association Leave:** At the beginning of each school year, the Exclusive Representative shall be credited with seven (7) days to be used by teachers who are officers or agents of the Exclusive Representative, such use to be at the discretion of the Exclusive Representative. The District will be reimbursed the cost of salaries for Association Days and the District will pay salaries of substitutes required. The Exclusive Representative agrees to notify the superintendent at least two (2) working days prior to the date for intended use of said leave.

**SECTION 5. Use of School by Exclusive Representative:** Duly authorized representatives of the Exclusive Representative shall be permitted to transact official association business on school property provided that this shall not interfere with or interrupt normal school operations and shall commence after 4:00 p.m., and providing further that the use of school property by the Exclusive Representative shall not include rallies or meetings open to the general public unless they are approved by the administration.

**SECTION 6. School Financial Data:** The District agrees to make available to the Exclusive Representative upon request, all information concerning the financial resources of the District, known to the school board, including but not limited to: annual financial reports, register of license personnel, tentative budgetary requirements and allocation, agenda and minutes of all board meetings, treasurer's reports, census, names and addresses of all teachers, salaries paid thereto. The cost of all photocopies of any such information requested and made available shall be at the expense of the Exclusive Representative.

**SECTION 7. Unrequested Leave of Absence:** In placing any teacher on unrequested leave of absence, the District shall follow the procedures of this Section:

**SUBD. 1.** Teachers shall not be placed on unrequested leave except for the following reasons: discontinuance of a position, declining enrollment, or financial limitations of the District.

**SUBD. 2.** No teacher who has acquired continuing contract rights shall be placed on unrequested leave while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. No continuing contract teacher, Tier three or four teacher, shall be placed on unrequested leave of absence if a Tier 1 or Tier 2 teacher with the same license is currently employed in a position that the Tier 3 or 4 teacher could occupy.

**SUBD. 3** Placement on unrequested leave shall be in the following order:

- a. Teachers with provisional licenses;
- b. Tier 1 teachers
- c. Tier 2 teachers
- d. Teachers on probation;
- e. Teachers with lesser seniority on the District Seniority List. A draft of the District Seniority List will be posted no later than November 20 to allow for revisions. The District Seniority List will be adopted by the Board at its January meeting. Teachers shall have 30 days to submit corrections or amendments to the Seniority List. If a teacher's position on the seniority list is not challenged on the initial placement on the seniority list, it cannot be challenged until the next draft/list is issued.



- f. In the event of a tie, the teacher with double or triple licensure shall be considered most senior.
- g. If a tie remains after f, the results of the most recent summative evaluation shall be used to determine which teacher is placed on unrequested leave.
- h. If a tie still remains after summative evaluations are considered, the teacher with the lowest teaching file folder number shall be considered as senior.

**SUBD. 4.** Teachers shall be notified by April 1 of their proposed placement on Unrequested Leave of Absence. All procedures shall be completed by July 1, including notifications, possible hearings, and results of the hearing.

- a. The notice shall include the right to request a hearing on the proposed placement within 14 days from receipt of the notice.
- b. The notice shall inform the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- c. If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.
- d. Final school board action must take place prior to July 1 and must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

**SUBD. 5.** Reinstatement shall be in the inverse order of placement on unrequested leave of absence. A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. The teacher must submit a letter to the district office and Education Holdingford indicating their interest in a position by February 15 of each year.

No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of the desire to accept the position with 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Teachers on ULA have the right to refuse an offer of return and remain on the recall list for the remainder of their five-year period.

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

Nothing in this subdivision shall be construed to impair the rights of teachers placed on ULA to receive unemployment benefits if otherwise eligible.

**SECTION 8. Vacancies:** Whenever a vacancy arises, or a new position is created on the professional staff, the superintendent shall give written notice to Education Holdingford.

**SECTION 9. Personnel Files:** Pursuant to M.S. 122A.40, Subd. 19, All evaluations and materials relating to individual teachers shall be available during regular District business hours to each individual teacher upon written request. All evaluation and disciplinary entries into the permanent personnel file shall be signed by the evaluator and teacher. A teacher shall have the right to attach a written response to the relevant document. The teacher shall have the right to reproduce any of the contents of the files at the



teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. Administration will make a reasonable attempt to include any material that demonstrates improvement in relation to disciplinary entries in the teacher's file. The teacher may also contribute material that demonstrates improvement. However, the District may destroy such files as provided by law. All disciplinary files will be purged from the teachers personnel file after three (3) years.

**SECTION 10. Notification of Assignment:** The District shall give written notification to each teacher in the bargaining unit of the teacher's general assignment and salary for the forthcoming year. Such notification will be by a form providing such information as shown in Appendix 1, and shall be given to the teacher no later than May 1 in those years when bargaining does not take place or when negotiations have been completed prior to March 1. In those years when negotiations have not been completed prior to March 1, notification shall be made not later than the 30th calendar day following the ratification of the master agreement by the School Board.

**SECTION 11. Observation and Evaluation of Teachers:**

**SUBD. 1.** The primary objective of the teacher evaluation procedure set forth in this article shall be the improvement of instruction.

**SUBD. 2.** All teacher evaluations shall be made in writing and shall be conducted openly and with full and prior knowledge of the teacher. Evaluations shall be conducted by a licensed building principal or assistant principal or other licensed building principal or assistant principal or other licensed administrators. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a teacher shall be prohibited.

**SUBD. 3.** All classroom observations shall be preceded by a conference between the supervisor and the teacher to determine the goals for that class. Agreement on goals must be achieved prior to the observation. A copy of any classroom observation form to be used by the supervisor during the observation procedure must be provided to the teacher prior to the observation. All classroom observations shall be followed within five (5) days by a conference between the supervisor and the teacher in order for questions arising from the observation to be discussed. A completed Classroom Observation form shall be submitted to the teacher within five (5) working days after the conference. One (1) is to be signed and returned to the administration and the other to be retained by the teacher. The teacher shall have the right to add remarks or other information pertinent to the report. Such remarks shall be attached to the original report and shall contain the signature of the teacher and the person preparing the observation report. Upon mutual agreement between the teacher and the principal, the five day timeline may be waived.

**SUBD. 4.** Probationary teachers shall be observed/evaluated at least three (3) times during the school year in accordance with School District Policy. The first observation/evaluation shall be after twenty-four (24) hours' notice. The other two (2) may be without notice.

**SUBD. 5.** Tenured teachers shall be observed and evaluated at least once every three (3) years in accordance with School District Policy. The classroom observation shall be after twenty-four (24) hours' notice, unless changed by mutual agreement and shall be for approximately a full class period.

**SUBD. 6.** If the supervisor should find deficiencies in the teacher's work performance, the supervisor shall make written recommendations for improvement to the teacher. Upon completion of a reasonable period of time necessary for the implementation of any specific recommendations, at least two (2) additional classroom observations shall be held. After completion of these required observations, the observer shall prepare a comprehensive report which shall acknowledge the strengths of the teacher's performance as well as the deficiencies, if any, and shall note all of

the data and information used to support the evaluation conclusions made by the supervisor. A copy of the comprehensive report shall be given to the teacher at least five (5) days prior to placement of the report into the teacher's personnel file.

**SUBD. 7.** If the supervisor should continue to find deficiencies in the teacher's work performance, a Confidential Improvement Plan may be developed between the supervisor and the teacher. The Confidential Improvement Plan is a plan developed between the supervisor and teacher that is designed to improve the instructional effectiveness of the teacher. The planning and evaluation may include both the principal and superintendent. In order to implement the recommendations in the plan, the district shall provide the teacher with constructive assistance. The teacher shall be given a reasonable and mutually agreed upon period of time to implement these specific recommendations. When a teacher is under a Confidential Improvement Plan, the supervisor may adjust the frequency of classroom observation provided for in Subd. 4 and Subd. 5.

**SUBD. 8.** Any teacher who believes that an evaluation of his or her performance is unjust, incorrect, or unfairly administered shall have the right to file a grievance pursuant to the grievance procedure of this agreement.

**SUBD. 9.** A teacher may remove from his/her file any evaluation which was written six (6) years prior to the most current evaluation.

**SECTION 12. Copies of Agreement:** The School District shall provide one (1) signed copies of this agreement to the Exclusive Representative, and one copy to each member of the teaching staff. Additional copies or inserts will be at the expense of the Exclusive Representative (time and materials).

**SECTION 13. Education Holdingford President:** The Education Holdingford President will not be assigned any extra duties during their time of service to the district.

## **ARTICLE V - BASIC SCHEDULES AND RATES OF PAY**

**SECTION 1. 2021-2022 and 2022-2023 Salary Schedules:** The wages and salaries in Schedule "A" attached hereto shall be effective for the 2021-2022 and 2022-2023 school years.

**SECTION 2. Placement on the Salary Schedule:** The following rules shall apply in determining placement of a teacher on the appropriate salary schedule and the appropriate step and lane of that schedule.

**SUBD. 1. Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching subject areas taught by the teacher, as determined by the Superintendent or District. Co-curricular activities shall not be considered part of the teaching assignments for purposes of this Section.

**SUBD. 2. Grades & Credits:** All credits must be subject to the following:  
Grades & Credits: All credits must be subject to the following:

- a. To apply on the salary schedule, all credits beyond a baccalaureate degree must be graduate credits or apply to an advanced degree or licensure program and the program must carry point ratio of "B" or "Satisfactory" or better. The graduate credits must be credits that are accepted, by the institution that grants them, into their own graduate degree programs. Any online classes offered that receive graduate credit by an accredited institution of higher learning MAY be accepted as graduate credit for lane change by the district.
- b. Graduate credits not covered by "a" or undergraduate credits may apply, in full or part, for lane changes at the discretion of the Superintendent or School District.



Denial of undergraduate credits is not subject to the grievance procedure. Any online classes offered that receive graduate credit by an accredited institution of higher learning MAY be accepted as graduate credit for lane change by the district.

**SUBD. 3.** There will be opportunities to change lanes at the end of Quarters One, Two, and Three as well as the beginning of the school year. A written notice of transcript of qualified credits is to be submitted to the Superintendent's office no later than September 15th or one week prior to the end of quarters one, two, and three. If a transcript is not available by the deadlines, other satisfactory evidence of successful completion of the course(s) will be accepted pending receipt of a transcript; however, any pay adjustment shall not be made until a transcript is received. The transcript may be a computer generated college transcript, however the district reserves the right to request an official transcript at the discretion of the Superintendent.

If a transcript is not available by September 15th or one week prior to the end of the second quarter, other satisfactory evidence of successful completion of the course(s) will be accepted pending receipt of a transcript; however, any pay adjustment shall not be made until a transcript is received. The transcript may be a computer generated college transcript, however the district reserves the right to request an official transcript at the discretion of the Superintendent.

**SUBD. 4.** Prior Approval: All credits, in order to be considered for application on the salary schedule, must be submitted in writing to the Superintendent's office and approved in writing prior to the taking of the course. When a series of courses constitutes an approved program, the teacher may secure approval of the entire program by submitting a descriptive copy of said program to the Superintendent's office. Thereafter, pre-approval of each individual course in that program shall not be required. Nothing herein shall preclude a teacher from securing credit for academic work completed prior to the execution of this contract and consistent with previous contracts.

**SUBD. 5.** Payment of Present Salary: The rules contained herein relating to application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized. Whenever pay deduction is made for a teacher's absence, the annual salary divided by 183 shall be deducted for each day's absence. Exception to this is covered under Article IX, Section 1, Subd. 7.

**SUBD. 6.** Prior Experience: The step and lane placement for teachers entering this school system for the first time shall be at the discretion of the district.

**SUBD. 7.** Longevity Increment: For the 2021-2022 and 2022-2023 year, when an employee begins his/her 20th year of teaching employment with the district, a career increment of \$800 per year will be added to that employee's annual salary. When an employee begins his/her 25th year of teaching employment with the district, the career increment will be increased to \$1000 per year, added to that employee's annual salary. When an employee begins his/her 30th year of teaching employment with the district, the career increment will be increased to \$1200 per year, added to that employee's annual salary. Career increments are intended to be calculated on years of teaching service to the district, not tied to step placement.

Career Increment Grid 2021-2022:

Years 20-24:	\$800 per year added to the salary
Years 25-29:	\$1000 per year added to the salary
Years 30+:	\$1200 per year added to the salary

Career Increment Grid 2022-2023:

Years 20-24:	\$800 per year added to the salary
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Years 25-29: \$1000 per year added to the salary  
Years 30+: \$1200 per year added to the salary

The career increment will be paid as a lump sum on the first paycheck in September of each school year. If a staff member does not finish the school year, the career increment would be pro-rated and paychecks adjusted to garnish the amount.

**SECTION 3. Paychecks:** Paychecks will be issued through a minimum of 24 pay periods and shall be subject to deductions under the law for the State Teacher's Retirement and/or other authorized deductions.

SUBD. 1. Staff will be notified to any changes in the amount of pay periods for the following fiscal year by March 1<sup>st</sup>.

**SECTION 4. Experience Credit:** Teachers shall not accrue experience credit toward an increment advancement on the salary schedule while on any type of approved leave of absence unless they otherwise qualify for a full year of service as defined in Article II, Section 4.

**SECTION 5. Attendance Compensation:**

**SUBD. 1 Eligibility:** Teachers who have attained perfect attendance shall be paid at the daily rate of substitute teachers' pay of the current fiscal year.

**SUBD. 2. Perfect Attendance Defined:** A teacher has attained perfect attendance during the contract year if he/she did not miss any day or portion of a day for any reason other than the following:

- a. Duty day canceled due to an emergency school closing,
- b. Attendance at a school district approved workshop, conference, clinic and/or activity

**SUBD. 3.** Any staff member who believes they qualify for attendance leave shall submit a request to the office by June 15 of the current school calendar year. The business office will verify the request and notify the employee.

**SECTION 6. Flex Time:** Teachers may earn Flex Time during their prep time for substituting for another teacher. Payments for Flex Time shall be at the discretion of the teacher with the following options:

- a. Payment based on professional rate of pay on a regular paycheck, to be paid within two pay periods or a deposit based on professional rate of pay per class into the employees' annuity program, to be paid within three pay periods. Deposits will be made within 15 business days after the month closes. A class being defined as a class period or a combination of classes totaling 50 to 60 minutes.
- b. Bank up to 16 substitute periods per school year which can be used as two (2) additional non-accumulative personal leave day. A maximum accrual will be 16 substitute periods.
- c. A teacher may use flex time in less than eight hour increments at the discretion of the superintendent. This portion is not grievable.

## ARTICLE VI – EXTRA COMPENSATION

**SECTION 1. Activity and Advisor Schedules:** The wages and salaries reflected in the Extra Assignment Schedule attached hereto, shall be a part of this Agreement.

**SECTION 2. Activity and Advisor Assignments:** Qualified teachers shall be offered assignments on a voluntary basis. If no volunteers are available, the District reserves the right to assign qualified teachers for no more than two years of service. If no qualified personnel are available, the District reserves



the right to secure such personnel from outside the register of licensed district employees without such personnel being defined as "teacher" in Article II, Section 2. Paid advisorship duties should be performed primarily outside the normal school day. Advisorship/coaching positions SHALL be announced by the district office and a copy of the announcement shall be forwarded to Education Holdingford and opened to the entire staff.

**SECTION 3. Payment:** Payment for Activity and Advisor activities shall be made at the conclusion of the activity and upon approval of the immediate supervisor. Rates of pay shall remain in effect to the conclusion of assignments that extend into the succeeding fiscal year.

**SECTION 4. Mileage:** A teacher who is not provided with a car and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the District rate.

**SECTION 5. Membership in Sports Associations:** The school district shall pay the membership fees for head coaches and advisors in their respective sport and activity associations.

## ARTICLE VII – SEVERANCE PAY AND RETIREMENT

### SECTION 1. Matching Annuity Program:

**SUBD. 1. Guaranteed Benefits:** Any teacher with ten years of service in the School District who has attained the age of fifty-five (55) or who has thirty (30) years of service shall be eligible for a School District Contribution toward retirement in the accumulated sum of \$18,000 annual contributions made by the School District to a qualified employee's Matching Annuity shall be deducted from the \$18,000 contribution with any balance remaining due to the eligible employee upon retirement. Years of service will be determined by the aggregate FTE's of employment in the school district. At retirement, the employee would receive half of the remaining balance and the other half to be paid in January of the next year. An employee is only eligible for this benefit once during their employment with the district.

**SUBD. 2. Benefit Level:** Teachers shall be eligible for Matching Annuity Program(s) benefits, payable on a twenty-one (21) or twenty-six (26) pay day schedule, when they elect to participate in a state-approved Matching Annuity Program. The following matrix shall be used to determine School District Contribution levels:

2021-2023	
Years of service in the district	Contribution
1-3	0
4-13	\$600
14-20	\$1,000
21 +	\$1,500

**SUBD. 3. Qualification:** Teachers, as defined in Article II, Section 2 of the Master Agreement, who are employed by the School District on a regular (not substitute) teacher contract, are eligible to participate in the Matching Annuity Program. Part time teachers shall earn prorated contribution benefits. Teachers on extra duty assignments shall earn no more than the yearly School District Contribution level corresponding to their respective years of service.

**SUBD. 4. Intent to Participate:** By the first Tuesday of September of each year, eligible employees shall declare their intent to participate in the Matching Annuity Program by submitting a signed Intent to Participate form to the district business office. (See Appendix 4).

Responsibility for filing an Intent to Participate form each year is solely the responsibility of the employee.

Failure to file an Intent to Participate form by the first Tuesday of September shall exclude the employee from participation in the Matching Annuity Program during that year. An Intent to Participate form shall be binding only through August 30 of the subsequent year at which time a new Intent to Participate form must be signed.

Eligible employees who elect not to participate in the Matching Annuity Program shall have their contingent benefit defined in Subd.1 reduced by the maximum School District contribution available to that employee pursuant to Subd. 2 during the year(s) of non-participation.

**SUBD. 5. Discontinuance of Service:** Individuals who, for whatever reason, leave the service of the School District prior to retirement, shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service. Employees whose service ends before they have met the provisions of the contingent benefits provided for in Subd. 1 shall waive all rights to that benefit. A teacher eligible for the Matching Annuity Program as defined in Subd. 1 or his/her estate shall receive the School District Contingent Benefit in the accumulated sum of \$10,000 if the teacher dies or is otherwise eligible for permanent TRA disability.

**SUBD. 6. Employee Contribution:** Eligible employees who participate in the Matching Annuity Program may contribute any dollar amount up to or in excess of the maximum yearly District Contribution defined in Subd. 2. IRS rules control the total maximum amount any employee may contribute to the Matching Annuity Program.

**SUBD. 7. District Contribution:** The School District and the employee will direct their contributions to the same state-approved Matching Annuity Company pursuant to M.S. 356.24 and the compensation matrix in Subd. 2. The School District will match an employee contribution dollar-for-dollar, up to the maximum yearly School District Contribution provided for in Subd. 2.

**SUBD. 8. Portfolio Management:** Management of both the portfolio of individual investments and the School District contributions shall be solely the responsibility of the employee in whose name these investments have been made. The School District assumes no current or future liability for contributions made these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decisions which are made by the employee.

**SUBD. 9. Hold Harmless Provisions:** Employees are not to construe the Plan or the district contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District.

The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. Each employee should consult his/her own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions in the Plan.

The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Annuity Program.

The employee agrees to indemnify and hold harmless the Holdingford School District from any adverse investment experience arising from or connected with contributions to the Matching Annuity Program.

**SECTION 2. Mid-Year Retirement:** In the event a teacher reaches the rule of 90 in the middle of a school year and desires to retire, the teacher will be allowed to retire at the end of a quarter or semester if a suitable replacement can be found. Since it is not in the best interest of the District or the teacher to deny



retirement, every effort will be made to find a suitable replacement including, but not limited to, posting advertisements in the newspapers, Ed Post, and the school website. However, it is not in the best interest of the students or district to allow a teacher to retire DURING the school year if a suitable replacement cannot be found and the request could be denied. The teacher should notify the district as soon as possible or at least three months prior to the desired retirement date.

## **ARTICLE VIII - GROUP INSURANCE**

**SECTION 1. Health and Hospitalization Insurance – Single Coverage:** For 2021-2022, the District will contribute \$12,849 towards insurance benefits for single coverage. The contribution will go towards premium and any remaining benefit will be used in a contribution to an employee's VEBA. The plan choice needs to be made during the open-enrollment period. The group insurance contribution's year is from-September 1st to August 31st. The insurance continues through August 31st for all employees covered by insurance if the employee completes the contract year. The group insurance plan year is Jan. 1<sup>st</sup>-Dec. 31<sup>st</sup>. The District, at its expense, will provide a "debit card" when available for the flexible benefits plan and the VEBA plan.

For 2022-2023, the District will contribute \$13,491 towards insurance benefits for single coverage. The contribution will go towards premium and any remaining benefit will be used in a contribution to an employee's VEBA.

**SECTION 2. Health and Hospitalization Insurance – Family Coverage:** For 2021-2022, the District will contribute a sum not to exceed \$16,386 per year toward the family insurance plans or, have \$13,886 towards the family premium for a chosen plan and make a concurrent contribution to the employee's VEBA account in the amount of \$2,500.

For 2022-2023, the District will contribute a sum not to exceed \$17,206 per year toward the family insurance plans or, have \$14,706 towards the family premium for a chosen plan and make a concurrent contribution to the employee's VEBA account in the amount of \$2,500.

Any additional cost of the premium shall be borne by the teacher and paid through payroll deduction. The group insurance contribution's year is from September 1st to August 31st. The insurance continues through August 31st for all employees covered by insurance if the employee completes the contract year. The group insurance plan year is Jan. 1<sup>st</sup>-Dec. 31<sup>st</sup>.

**SECTION 3. Married Couples:** Married couples with no dependents each will be given the same single options described in Section 1 2021-2022 contribution of \$12,849 and 2022-2023 contribution of \$13,491), with premiums paid first and remaining monies being concurrently contributed to employee's VEBA.

Married couples with eligible dependents working in the district will be given \$26,173 for contract year 2021-2022 and \$27,482 for contract year 2022-2023. In both contract years married couples will have the option of choosing which family plan through the insurance provider they will apply the monies towards, again with premiums paid first and remaining monies being concurrently contributed to employee's VEBA.

The couple shall have the sole discretion as to which plan (single to family) is chosen and over which employee shall be the designated plan holder and which shall be the dependent. They shall also designate whether the VEBA deposit shall be combined into one joint account or kept separate in each employee's VEBA account.

**SECTION 4. VEBA Option for Non-Insurance Participants:** Any employee who: (a) is not enrolled in or a dependent in the district health insurance plan and (b) provides the School District proof of group health insurance coverage, qualifies for this. The District will contribute \$5,421 for 2021-2022 and

\$5,692 for 2022-2023 into a VEBA account for all employees eligible to receive full benefits. Employees not eligible for full benefits will have this contribution pro-rated.

**SECTION 5. VEBA Contribution:** VEBA contributions will be made monthly, however hardships can be sought.

**SECTION 6. Selection:** The selection of the insurance carrier or health care provider shall be made by the District as provided by law. (M.S. 471.61 et. seq.)

**SECTION 7. Claims Against the District:** It is understood that the District's only obligation is to purchase a health care and hospitalization program and pay such premiums as agreed herein, and no claim shall be made against the District as a result of a denial of benefits by an insurance carrier or health care provider. In the event of such denial of benefits to an employee by the carrier or provider, the District is under no obligation to provide an alternative benefit.

**SECTION 8. Specifications:** Specifications for bidding shall in no way weaken the coverage in existence during the 2021-2023 Master Agreement period.

**SECTION 9. Group Insurance for Retirees:** Teachers with at least five years of service to District 738 who officially resign from employment in District 738 may continue participation in the District's group health insurance program at full cost to the retired teacher,

**SUBD. 1** For teachers hired previously to the 2011-12 contract year, a retiring teacher with at least 15 years of service in the district shall be offered payment into an VEBA equal to the amount paid by the district for single coverage-at the time of retirement for a period of five (5) years or until eligible for Medicare whichever is less from the expiration date of the policy in effect at the time of retirement.

- a. **Eligibility:** Full time teachers who have earned at least 15 years of allowable service credit with School District 738 as calculated by the Teacher's Retirement Association and who are eligible for retirement shall be offered retirement benefits pursuant to the provisions of the Article upon submission of a written resignation accepted by the School Board. The resignation must be submitted to the District Office by February 15 of the school year the retirement is planned. This date may be waived at the discretion of the Superintendent.
- b. Teachers hired before the 2011-12 contract year may choose the annual VEBA contribution option (listed in SUBD. 1c-i) in lieu of any district contribution outlined in SUBD. 1 above. However, once the VEBA option has been chosen, the decision is final.
- c. For all teachers hired for the 2011-12 contract year and after, the district will contribute annually the following amount into a VEBA in lieu of any district health contribution outlined in SUBD. 1a above:

- i. The date of the deposit will be no later than September 30 of each year.

Years of Service	Contribution
1-3	\$0
4-10	\$800
11-15	\$1,100
16-20	\$1,400
21+	\$1,700

**SUBD. 2** A teacher whose employment with the School District has been terminated pursuant to the provisions of the Continuing Contract Laws. MS. 122A.40 shall not receive retirement benefits.



**SECTION 10. Long Term Disability:** The School District will provide long-term disability insurance which will pay 66.67% of salary after ninety (90) days of disability providing the teacher meets the qualifications of the insurance underwriting.

**SECTION 11. Term Life and Accidental Death and Dismemberment:** The School District will provide Term Life and Accidental Death and Dismemberment insurance for all employees covered under this agreement at the rate of 1 x their base salary (Reference: Schedule A). Part-time teachers may elect not to take this insurance; however, if they do want this benefit, the School District will contribute the percentage equal to their Agreement. Retiring teachers may continue to participate in the term life insurance program at their own cost until the age of 65, provided the insurance company agrees.

**SECTION 12. For the 2021-2023 Contract, Insurance Committee**

The District and Education Holdingford agree to form a Labor-Management Committee for the purposes of examining the insurance offering currently in place, potential proposals and offerings for future changes to insurance offerings. The committee will also be empowered to guide district efforts to educate employees regarding insurance offerings, potential changes, savings and costs associated with District insurance programs.

**ARTICLE IX - LEAVES OF ABSENCE**

Current Allotment of Leaves of Absence

	<u>1-4 years</u>	<u>5+ years</u>
Disability	10 days	7 days
Personal	5 days (max of 7)	5 days (max of 7)
Flex	Can earn 2 days (16 hours total)	Can earn 2 days (16 hours total)
Emergency	10 days	10 days

**SECTION 1. Disability Leave:** All full time teachers shall earn disability leave at the rate of ten (10) days of disability leave for each year in their first four (4) consecutive years of service in the District. Maternity leave is not considered a break in continuous service. Starting with year five (5), teachers shall receive seven (7) disability days. Disability Leave days each year shall be subtracted from these days before using the individual's accumulated days. However, any teacher who leaves the employ of the District prior to the end of the school year shall be considered to have earned disability leave at the rate of one (1) day for each eighteen (18) days employed (if this is in their first four (4) years, a different calculation shall be used), rounded to the nearest whole day, and if such teacher has used more disability leave than accrued, the teacher shall pay to the District the amount of such disability leave used in excess of the amount earned.

**SUBD. 1.** When an employee is absent from work as a result of a compensable injury under the Worker's Compensation Act, the District will pay the difference between the compensation received through Worker's Compensation and the teachers regular rate of pay to the extent of the employee's earned accrual of disability leave. Disability leave will be deducted in proportion to the difference between the teacher's regular rate of pay and the Worker's Compensation payment.

**SUBD. 2.** Unused Disability leave days may accumulate to a maximum credit of one hundred thirty (130) days of disability leave per teacher. The district will pay the teacher 75% of the days over the 130 day maximum on the teacher's account at the end of the school year. Payment will be at the substitute teacher rate in place at the time the ten or seven days were credited to the teacher's account. Calculation of those days will be based on the days allotted to the teacher at the beginning of the school year. A day given to the sick leave bank will not be counted as a day used.

**SUBD. 3.** Disability leave shall be allowed by the District whenever a teacher's absence is found to have been due to a disability which prevented the teacher's attendance at school and performance of duties on that day or days. A teacher may use disability leave for absences due to an illness of a family member as defined by MN statute (currently MN Statute #181.9413) for such reasonable periods as the teacher's attendance may be necessary or the same terms as the teacher is able to use disability leave benefits for the teacher's own absence.

**SUBD. 4.** The District may require a teacher to furnish a medical certificate from a qualified medical doctor as evidence indicating such absence was due to a disability in order to qualify for sick pay. If less than 5 days, teachers will be notified during the time of absence if a medical certificate is required. A statement shall be required for all disability leaves of absence of five (5) consecutive contract days or more.

**SUBD. 5.** Disability leave pay shall be approved only upon submission of a signed request upon the authorized disability leave pay request form.

**SUBD. 6.** Disability leave shall be deducted from the accrued disability leave days earned by the teacher.

**SUBD. 7.** When disability leave has been exhausted and unpaid leave is used, the unpaid leave will be determined as 1/183 of the total teacher cost (salary and health insurance benefits).

## **SECTION 2. Disability Leave Bank:**

**SUBD. 1.** Bank Size & Membership; Qualification: At the beginning of the school year, prior to Sept. 15th, each teacher may contribute one day of disability leave to a disability bank that will be equivalent to the FTE's participating in the bank. This disability leave bank may be used by any teacher who qualifies.

- a. To qualify for disability leave bank days, the following conditions must be met:
  - i. Must be a participant in the disability leave bank.
  - ii. Use of bank days is restricted to conditions of absence from work which would qualify the teacher for disability leave benefits under Section 1, Subd. 4.
  - iii. Teacher must have used his/her personally accumulated disability leave.
  - iv. Teacher must qualify for long term disability benefits based on the disability -- not the exclusion period.
  - v. The teacher must have a request for the number of days approved by the Exclusive Representative.
  - vi. Newly hired employees may join the sick leave bank. If the bank is full, those additional days will not increase the bank, with the understanding the bank will not exceed the number of FTE's as defined in Subd. 1.

**SUBD. 2.** Approval/Disapproval of Leave: The Exclusive Representative will submit the request to a committee made up of two members of the Exclusive Representative and the Superintendent. Their approval/disapproval of the request will be final and not grievable. The District may require a teacher to furnish a medical certificate from a qualified medical doctor as evidence indicating such absence was due to a disability in order to qualify for disability pay.

**SUBD. 3.** Replenishment of Disability Leave Bank: When the disability leave bank reaches 20 days in the membership period, the Exclusive Representative will return to their membership for new voluntary membership at the beginning of each New Year prior to the Sept. 15 deadline.

**SUBD. 4.** Maximum Usage: The maximum number of disability leave bank days any one



individual teacher may use shall be determined by using the pro-rata number of years' service x 12 + current years disability leave days available to that teacher.

### **SECTION 3. Emergency Leave:**

**SUBD. 1:** A full time teacher shall be granted ten (10) non-accumulative paid emergency leave days at the beginning of each academic school year to be used at the discretion of the teacher for such emergencies as deaths, funerals, family illness not covered by disability leave, court appearance, estate settlements and acts of God. Those days will not be deducted from disability leave.

**SUBD. 2:** Requests for Emergency Leave shall be arranged with the Superintendent or in the absence of the Superintendent, the principal, as soon as possible, either in person or via telephone. A formal request for paid Emergency Leave shall be made in writing as soon as practical.

### **SECTION 4. Child Care Leave:**

**SUBD. 1.** A Child Care Leave shall be granted by the District subject to the provisions of this Section. Child Care Leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

**SUBD. 2.** A teacher making application for Child Care Leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

**SUBD. 3.** If the reason for Child Care Leave is occasioned by pregnancy, the beginning and ending date shall be determined by the teacher and the teacher's doctor. A teacher may elect to utilize Disability Leave pursuant to the Disability Leave provisions of this Agreement. A pregnant teacher will also provide at the time of leave application, a statement from her physician indicating the expected date of delivery.

**SUBD. 4.** If Child Care Leave is not occasioned by pregnancy, the District may adjust the proposed beginning or ending date of a Child Care Leave so that the dates of the leave are coincident with some natural break in the school year - for example: winter vacation, spring vacation, semester break or quarter break end of a grading period, end of the school year or the like.

**SUBD. 5.** In making a determination concerning the commencement and duration of a Child Care Leave, the District shall not, in any event, be required to:

- a. Grant any combination of leaves more than one academic year.
- b. Permit the teacher to return to his or her employment prior to the date designated in the request for Child Care Leave.

**SUBD. 6.** A teacher returning from Child Care Leave shall be reemployed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

**SUBD. 7.** Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.

**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 agreement at the commencement of the leave. The teacher shall not

accrue additional experience credit for pay purposes or leave time during the period of absence for Child Care Leave.

**SUBD. 9.** A teacher on Child Care Leave is eligible to participate in group insurance or health care programs if permitted by the carrier or health care provider, 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 health care 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.** To the extent that parental or medical leave qualifies for coverage under the FMLA (Federal Family and Medical Leave Act), health insurance benefits shall be continued as if the employee was in active employment status to the extent required under the FMLA. District set the anniversary date as January 1.

**SECTION 5. Personal Leave:** A full time teacher will be granted paid Personal Leave for up to five (5)\* days per year accumulative to a maximum of seven (7)\*-days. Two additional days may be earned through the accumulation of flex time hours with leave usage not to exceed nine (9)\* days. One additional unpaid personal leave day may be accumulated for teachers that have been in the district for 20 years or more and, in this case, personal leave usage shall not exceed seven (7)\* days. The teacher will be charged the district cost for a substitute teacher for this additional day.

**SUBD. 1.** Written notification for Personal Leave must be made to the respective Principal's office at least two (2) days prior to the leave when possible. All leaves must have prior authorization, verbal or written. When two consecutive days of Personal Leave will be used, the teacher will inform the Principal two weeks in advance of said leave. At no time shall more than three (3) teachers from K-6 and three teachers from 7-12 be granted Personal Leave at one time. Personal Leave will be authorized on a first-come, first-served basis. Personal Leave days will be used at the discretion of the teacher.

**SUBD. 2.** Personal Leave will be granted on the work day before or the workday after major holidays, including Labor Day and Memorial Day. A TWO (2) week notice is required.

**SUBD. 3.** This Article shall not preclude any teacher from requesting an unpaid leave at any time during the school year. After the superintendent receives a written unpaid leave request, the teacher will meet with the superintendent to discuss the request before the superintendent makes a decision. Unpaid leave will be at the discretion of the Superintendent and shall not be grievable.

**SUBD. 4.** Request for personal leave to be used during the month of May must be made in the following manner:

- a. By April 15 for May 1-15
- b. By April 30 for May 16-31

**SUBD. 5.** On June 15th, whatever personal leave a teacher has over two (2) days will be paid out at the current substitute pay rate.

## **SECTION 6. Sabbatical Leave**

**SUBD. 1.** Filing timeliness - Requests for such leave should be filed by February 15 prior to the commencement of the leave. Teachers will receive written notification of approval or disapproval of the proposed leave by April 1st. A leave request made after Feb 15<sup>th</sup> may be approved by



mutual agreement of the District and the teacher involved. Leave requests made prior to Feb. 15<sup>th</sup> that have received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved.

**SUBD. 2.** Eligibility - to be eligible for such leaves, the teacher must have earned at least fifteen approved credits on the appropriate salary schedule since initial employment in the District and the teacher must meet the following specific criteria:

- a. The teacher must have taught at least seven (7) consecutive years as a full-time salaried or hourly teacher or a combination of salaried and hourly equaling full-time in the District immediately preceding the commencement of the leave and must have obtained at least the salary lane of B.S. +20 on the salary schedule for licensed personnel.
- b. Exceptions - Sabbatical leave will constitute a break in the consecutive year requirements as set forth in "a" above. Other leaves will neither constitute a break in the consecutive years nor will they be counted as years of teaching.

**SUBD. 3.** Limitations and Conditions

- a. College credit for sabbatical leave will be limited to the areas of the teacher's current contract assignment unless training in a new area is requested or approved by the Superintendent.
- b. Leaves will be granted only if a suitable replacement, as determined by the Superintendent, can be obtained for the teacher. The District will make a reasonable effort to secure a suitable substitute, if needed. If the District is unable to contract, or maintain the contract of a suitable replacement, it may revoke the leave if the revocation is made no later than thirty (30) calendar days prior to commencement of leave. Thereafter, revocation will require mutual agreement between the District and the teacher.
- c. The number of leaves granted will not exceed one per year.
- d. Any teacher who was granted a full year of leave must teach in the District for two full years following the completion of the leave. Except as noted in this provision, time spent on any long term leave will not be counted as a part of the two-year requirement. If the teacher's service is discontinued for any reason other than being placed on a health leave for at least six (6) months, or being placed on an unrequested leave, before the expiration of the two-year requirement, the teacher will remit to the District a pro-rated amount of the payments made by the District for the teacher's salary and insurance benefits while the teacher was on such leave. Such benefits must be paid in full within two years. If a teacher was granted less than a full year of sabbatical leave, then his/her period of required teaching will be prorated.
- e. Sabbatical leave will be limited to a full program of study.

**SUBD. 4.** Approval: A leave of absence may be granted by the District for continuing education which in the judgment of the District will improve the background, training and will enable such person to better serve the School District. All requests for sabbatical leave will state, and the District will consider, only the following criteria in making its judgment as to whether or not to approve the leave:

- a. The reason for the requested leave;
- b. Details of plans as to how the teacher intends to spend the time of the leave;
- c. The future benefits which may be derived by the teacher and the District from the leave of absence;
- d. Evidence of a past history and continuing interest in self-improvement;
- e. A reasonably detailed proposal as to how the duties and responsibilities can be assumed and carried out in the teacher's absence;
- f. A summary of how past performance together with the proposed benefits of the leave will enable the teacher to make a substantial contribution to the improvement of the programs of the District;

- g. Non-approval will not be grievable.

If the number of requests exceeds the limitation stated in (3c) above, the District will use the following criteria to determine priority:

- a. Future contribution to the school system;
- b. Length of time since last work experience (industrial leave only);
- c. Length of service;
- d. Equitable distribution of leaves among various departments in the District.

**SUBD. 5.** Benefits - The following benefits will accrue to a teacher on sabbatical leave:

- a. Salary/Insurance - A teacher granted a sabbatical leave will be compensated on a budget neutral basis. Budget neutral shall be defined as the difference between the salary and the District total cost (not including extra assignments) the teacher taking the leave would have received had he/she not taken a leave and the salary and District total cost of a teacher hired. Salary will not include extra assignments.
- b. Receipt of fellowships, grants, or stipends will not affect payment granted under conditions of a Sabbatical Leave.
- c. Insurance - Payments toward the District's insurance program will be continued for a teacher on such leave as if the teacher were teaching full time in the District. (see a. above)
- d. Sabbatical leave Pre-Funding: A teacher may supplement the District's budget neutral salary payments for sabbatical leave by establishing a pre-funded sabbatical account in his/her name in the District. The teacher may reduce his/her annual salary by any amount for a period not to exceed five (5) years. During each of the pre-sabbatical leave years, the teacher's annual salary will be reduced the amount designated by the teacher and the designated amount will be placed in a fund which will be used to supplement the District budget neutral salary during the year of sabbatical leave. (For example, a teacher chooses to reserve part of his/her salary for three years and then begins a sabbatical leave. The teacher's sabbatical leave salary would be the budget neutral salary plus the teacher's reserved amount). The amount to be pre-funded will be designated by the teacher in writing. If a teacher who has established a pre-funded sabbatical leave salary reserve account decides not to take a sabbatical leave or is denied a sabbatical leave by the District, then the teacher will be reimbursed for all money which has been placed in his/her reserve account.

## **SECTION 7. Family and Medical Leave:**

**SUBD. 1. Purpose:** Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of a teacher's spouse, child, or parent, and
- d. The teacher's own serious health condition.

**SUBD. 2. Salary and Fringe Benefits:** Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

**SUBD. 3. Eligibility:** To be eligible for the benefits of this section and insurance contribution, a teacher must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.



**SUBD. 4. Paid Leave under Contract:** While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave; i.e. sick leave or personal leave pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

**SUBD. 5. Notification:** The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

**SECTION 8. Jury Service:** A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. The compensation for expenses (mileage, parking, meals) shall be retained by the teacher.

**SECTION 9. Military Leave:** Military leave shall be granted pursuant to applicable law.

**SECTION 10. Medical Leave:**

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

**SUBD. 2 Request:** A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal responsibilities.

**SECTION 11. Insurance Application:** A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 7. of this article. In the event the teacher is on paid leave from the School District under Section 1 of this article or supplemented by sick leave pursuant to Section 2 of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of sick leave.

**SECTION 12. Credit:** A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

**SECTION 13. Eligibility:** Full leave benefits provided in this Article shall apply only to full-time teachers as described in ARTICLE X and ARTICLE XI hereof. Part-time teachers who are employed an average of at least twenty (20) hours per week and one hundred fifty (150) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than an average of twenty (20) hours per week or less than one hundred fifty (150) days in a school year and substitute teachers shall not be eligible for any benefits pursuant to this article.

## ARTICLE X - HOURS OF SERVICE

**SECTION 1. Basic Work Day:** The basic workday for teachers shall be eight hours in length. Teachers shall arrive in the building at least fifteen (15) minutes prior to the start of the first class and shall leave no earlier than fifteen (15) minutes after the end of the last class regardless of their arrival time at school.

### SECTION 2. Building Hours:

**SUBD. 1.** Teachers are responsible for attending parent meetings, training sessions, staffing and other necessary meetings, up to sixty (60) minutes in length, scheduled by building principals or at parent request. Staff meetings and training sessions shall be scheduled in advance, giving staff two (2) day prior notice.

**SUBD. 2.** Under emergency conditions, teachers must remain at school until dismissed by the administration

**SECTION 3. Additional Activities:** In addition to the basic school day, teachers shall be required to participate in school activities beyond the basic teacher's day as required by the District. The District reserves the right to assign a reasonable share of supervisory duties and in service and workshop activities within the school buildings or on school grounds. Whenever the teacher is assigned supervision, they shall be paid at the professional hourly rate (see Article 5, 6a) or may opt to have the time placed into their flex time account. Other additional activities will be by mutual consent.

### SECTION 4. Teaching Load, Secondary Teachers:

**SUBD. 1.** The normal teaching load for secondary teachers will be equivalent to six hours per day consisting of five teaching hours, one study hall or other activities that are mutually developed and mutually agreed upon. The expectation is that the conversations are ongoing.

**SUBD. 2.** Only those teachers whose May 15th projected student load with five classes is less than ninety-five (95) students per day may be assigned a sixth (6th) instructional assignment. The failure to provide the student load projection shall result in no sixth (6th) instructional assignment.

**SUBD. 3.** Teachers who teach a sixth class will be paid an additional twelve percent (12%) per year or three percent (3%) per quarter for the excess assignment.

**SUBD. 4.** Secondary teachers will not be assigned more than six (6) periods of teaching in a normal seven (7) period day.

**SUBD. 5.** One Secondary teacher from each curricular area, upon agreement with administration, can offer to teach a sixth class one semester in lieu of a study hall. The other semester the secondary teacher will receive two preparation periods. The teaching load will be six classes and a preparation for one semester and five classes and two preparations for the other semester. The secondary teacher will choose an elective not currently being offered. A teacher interested in teaching the "extra" elective will go through the established curriculum process and needs department approval before moving to the next step. The department decision is binding. In the case of a single person department, a team of three tenured department chairs serve as the ad hoc committee to make the decision on the offering of the class. The ad hoc committee will be chosen by the person proposing the class. If approval is given, the teacher needs to submit a written proposal to the curriculum committee by the deadline for offering new classes. A class should



have at least six students with a maximum of fifteen to be offered. This section is in no way meant to be an avenue for a change of the normal secondary teaching load to six classes.

**PART TIME TEACHERS** – If the teacher is part time, the teacher could follow the same guidelines if they have supervision the whole year; an extra elective one semester and two preps the next semester. In the event a part time teacher has less than a full year study hall, a quarter class could be offered in exchange for a quarter of study hall being switched to additional prep; an extra quarter elective one quarter and two preps the remainder of the quarter.

**SECTION 5. Assignment of Elementary Teachers:** In the event of a reduction of a section in a grade level, assignments will be made at the principal's discretion.

**SECTION 6. Elementary Teachers Prep Time:** Elementary teachers will be provided 50 minutes of uninterrupted, duty-free preparation time each normal student day.

**SECTION 7. Lunch Period:** Each teacher shall have one (1) uninterrupted 26-minute lunch period each day.

## **ARTICLE XI - LENGTH OF SCHOOL YEAR**

**SECTION 1. Teacher Duty Days:** Pursuant to M.S., 120A.40, the District shall, prior to April 1 of each odd number year, establish the number of student session and teacher duty days for the next (2) years, and the teacher shall perform services on those days, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school days.

**SECTION 2. Number of Days:** The number of teacher duty days shall be 183 for 2021-2023.

**SECTION 3. Emergency Closings:** In the event of a teacher duty day lost for any reason, the teacher shall perform duties on such day in lieu thereof as the District or its designated representative shall determine.

### **SECTION 4. School Calendar:**

**SUBD. 1.** On or before February 1 in each odd numbered year, the District shall Meet and Confer with the Exclusive Representative concerning the instructional calendar for the following two (2) school years.

**SUBD. 2.** In the event it will be necessary to change the school calendar, the District will consult with the teaching staff prior to any school calendar changes.

**SECTION 5. Modified Work Schedule:** In the event of an energy emergency, severe weather, or other emergency, the District may modify the duty day or work week schedule, but shall not increase or decrease the total number of duty hours for teachers during the school year as a result of the modified work schedule.

## **ARTICLE XII - PART-TIME TEACHERS**

**SECTION 1. Definitions:** Shall mean any person meeting the criteria of Article II, Section 2 (Definition of Teacher) who is employed on a regular schedule for one or more student contact hours for a semester or the entire school year.

**SECTION 2. Compensation:** Part-time teachers shall be paid a ratio of their appropriate step and lane of the salary schedule. This work ratio shall be the ratio of the part-time teacher's average daily student-contact work day to the student-contact day for a full time teacher. This ratio includes proportionate recognition of preparation time as well as time before and after the student contact day.

**SECTION 3. Advancement on Schedule:** If the part-time teacher's work ratio is equal to or more than 50%, the teacher will earn a step increase each year. If the part-time teacher's work ratio is less than 50%, a step increase will be recognized every two years.

**SECTION 4. Fringe Benefits:** Part-time teachers whose work ratio is at least 50% will be eligible for pro-rata fringe benefits. A part-time teacher whose work ratio is at least 90% will receive full fringe benefits. Benefits are subject to enrollment requirements of the providers. (i.e. An employee needs to work 30 hours/week to be enrolled in the health insurance program and 30 hours/week to receive life insurance.

**SECTION 5. Seniority:** Part-time teachers shall earn seniority from their first day of employment.

**SECTION 6. Work Day:** The average actual work day for part-time teachers shall be proportionate to the part-time ratio of a full time contracted day.

**SECTION 7. Shared Position:** A teacher may voluntarily request or agree to a reduction in assignment by sharing a teaching position with another teacher who also voluntarily requests or agrees to a reduced assignment.

A teacher wishing to share a position shall submit a request to the office of the superintendent no later than February 1 preceding the school year in which the teacher would share a position with another teacher. In the event no other teacher makes a compatible request to share the teaching position, the district shall not be obligated to comply with the request.

Unless otherwise mutually agreed, shared positions shall continue for the entire school year, but may be continued through successive school years upon the mutual agreement of the participating teachers.

Participating teachers desiring to return to a full-time assignment shall notify the office of the superintendent of their intent no later than 1 preceding the school year in which the teachers intend to resume full-time assignments. Upon request, teachers shall be returned to their previous full-time assignments or to a similar or comparable assignment according to transfer and assignment provisions within this Agreement.

Teachers shall retain all rights and benefits that would otherwise accrue under this contract during a job share assignment. Salary and fringe benefits will be prorated from the level the teacher would have received in a full-time assignment.

A shared assignment shall not be allowed if it would result in the placement on unrequested leave of a teacher who would not otherwise have been so placed.

Participating teachers who qualify under M.S. 354.66 may elect to pay the employees contributions to TRA in the same amount as would be payable were the teachers in full-time positions. Ref: M.S 354.66 Permits qualifying teacher to preserve accrual of full-time TRA service credits by paying full employee contribution while employed part-time.

**SECTION 8. Long Term Substitute Teachers:** Long-term substitute teachers shall be those teachers as defined by PELRA. The work day for substitutes hired on this basis shall be the same as for regular, full-time teachers, including lesson plans, staff meetings, and supervisory duties.



**SUBD. 1. Compensation:** The rate of compensation for long-term substitute teachers shall be based upon appropriate placement on the salary schedule as negotiated between the district and the long-term substitute.

**SUBD. 2. Disability Leave:** Long-term substitute teachers shall accrue Disability Leave in the following manner:

- a. For the first twenty duty-days of service in the same assignment, no Disability Leave shall be accrued.
- b. From the 21st through the 40th duty-days of service in the same assignment, one day of Disability Leave shall be accrued but not credited until the 41st day of service.
- c. From the 41st through the 60th duty-days of service in the same assignment, one additional day of Disability Leave shall be accrued but not credited until the 61st day of service.
- d. In each subsequent block of 20 duty-days, one additional day of Disability Leave shall be accrued, and credited on the first day of each of the next 20-day cycles.
- e. Accrued Disability Leave shall not carry over into subsequent long-term assignments.

## **ARTICLE XIII - EARLY CHILDHOOD FAMILY EDUCATION / SCHOOL READINESS TEACHERS**

**SECTION 1. Statutory Considerations:** Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE/SR) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or (ECFE/SR) aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such (ECFE/SR) teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1 or M.S. 122A.41, Subdivision 1.

**SECTION 2. Application of Agreement:** The employment of (ECFE/SR) teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

**SECTION 3. Probationary Period:** The probationary period of (ECFE/SR) teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an (ECFE/SR) teacher, and the (ECFE/SR) teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an (ECFE/SR) teacher may be suspended or discharged only for just cause, and such (ECFE/SR) teacher shall have access to the grievance procedure.

**SECTION 4. Layoff and Recall:** (ECFE/SR) teachers shall have seniority only as an (ECFE/SR) teacher and shall have a separate seniority list consisting only of (ECFE/SR) teachers. An (ECFE/SR) teacher shall not have any rights to any other teaching position in the School District. (ECFE/SR) teachers shall be laid off and recalled within order of seniority with other (ECFE/SR) teachers.

**SECTION 5. Compensation:** ECFE/SR teachers shall use the wages and salaries as reflected in Schedule A for the 2021-2022 and 2022-2023 school years and will be calculated to a percent of a full time equivalent (based on class enrollments for each academic year).

ECFE/SR teachers shall receive a prorated portion of the contract pay as noted in Schedule A. Each year the prorated contract will be calculated by the School District based on demand for classes and administration time needed.

ECFE/SR teachers shall receive hourly rate of pay for Parent Involvement and ECFE student contact time that is outside of the regular school day, open house, and conferences.

**SECTION 6. Applicable Sections of the CBA:** (ECFE/SR) teachers shall be covered by the following sections of the Master Agreement:

Article I	Definition of Agreement
Article II	Definitions
Article III	School Board Rights
Article IV	Teacher Rights (Except Section 8)
Article V	Basic Schedules and Rates of Pay (Except Sections 1 and 6)
Article VI	Extra Compensation
Article VII	Severance Pay and Retirement
Article VIII	Group Insurance
Article IX	Leaves of Absence
Article XII	Part-Time Teachers
Article XIII	Early Childhood Family Education School Readiness Teachers
Article XIV	Grievance Procedure
Article XV	Duration.

**SECTION 7. Sections of the CBA not Applicable:** (ECFE/SR) teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article X	Hours of Service – See Section 8
Article XI	Length of the School Year – See Section 8

**SECTION 8. Hours of Service, Duty Day, Duty Week, and Duty Year:** Recognizing the unique, changing, and irregular nature of the (ECFE/SR) program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified based upon the needs of the program. Prep time will be one (1) hour for every five (5) hours of contact/supervision time.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **DEFINITIONS**

**GRIEVANCE:** "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under PELRA.

**DAYS:** "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

**SERVICE:** "Service" means personal service or by certified mail.

**REDUCED TO WRITING:** "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions (s) of the contract in dispute, and the relief requested.

**SMALL GROUP OF EMPLOYEES:** "Small group of employees" means a group of employees consisting of five (5) or less.

**ANSWER:** "Answer" means a concise response outlining the employer's position on the grievance.

**COMPUTATION OF TIME:** In computing any period of time prescribed by procedures herein, the day or act or event upon which a period of time begins shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or legal holiday.



#### INFORMAL DISCUSSION:

In the event that a teacher or a small group of teachers believes there is basis for a grievance, the teacher/teachers shall first discuss the alleged grievance with the building principal either personally or accompanied by the Exclusive Representative. This initial meeting shall occur within twenty (20) days after the alleged grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the alleged grievance.

#### STEP ONE:

If informal discussions are not successful, the grievance, to be valid for consideration, must be submitted in writing to the principal, setting forth the facts and the specific provision of the Agreement allegedly violated and the relief sought, within thirty (30) days after the date of the event giving rise to the grievance occurred. The principal shall give a written decision on the grievance to the party/parties involved within ten (10) days after receipt of the written grievance.

#### STEP TWO:

If the grievance is not resolved in Step One, an appeal may be made to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step One. The Superintendent will meet with the party/parties involved and within ten (10) days issue a decision in writing.

#### STEP THREE:

If the grievance is not resolved in Step Two, an appeal may be made to the Board of Education, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step Two. The Board of Education will within fifteen (15) days meet with the party/parties involved and ten (10) days thereafter issue a decision in writing.

#### STEP FOUR:

If the parties were unable to reach an agreement in Step Three, either party may request arbitration within ten (10) days after receipt of the Board's decision by serving a written notice on the other party of its intention to proceed with arbitration. The party requesting arbitration shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

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

To the fullest extent feasible, processing of all grievances and arbitration hearings shall be conducted during the normal business hours of the employer. Teachers shall not be excused from their regular student-related duties to meet with their Representatives or to otherwise prepare for an arbitration hearing. Employees designated by the Exclusive Representative shall not lose wages due to their necessary participation in a grievance or arbitration hearing. Employees entitled to wages during their necessary participation in a grievance proceeding are as follows: The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer, or if the number of



persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the Exclusive Representative or employee.

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

## **ARTICLE XV - DURATION**

**SECTION 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on, July 1, 2021, through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A.. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. If such notice is not timely served, the District shall not be required to negotiate any terms of employment for the following two (2) school years. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**SECTION 2. Effect:** This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative of the teachers of the District.

**SECTION 3. Finality:** Any matters relating to the current agreement, whether or not referred to in this Agreement, shall not be open to negotiation during the term of this Agreement.

**SECTION 4. Severability:** The Provisions of this Agreement 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 provisions of this Agreement or the application of any provision thereof.

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

For: EDUCATION HOLDINGFORD

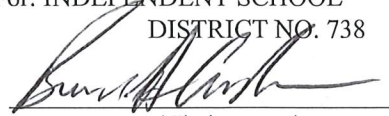
  
\_\_\_\_\_  
(President)

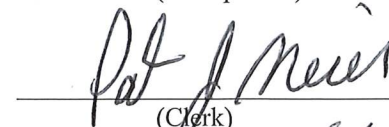
  
\_\_\_\_\_  
(Negotiator)

  
\_\_\_\_\_  
(Member Rights Chairperson)

Dated this day of 12-3, 2021

For: INDEPENDENT SCHOOL  
DISTRICT NO. 738

  
\_\_\_\_\_  
(Chairperson)

  
\_\_\_\_\_  
(Clerk)

  
\_\_\_\_\_  
(Chief Negotiator)

Dated this day of 12/1, 2021

## Salary Schedules "A"

### 2021-2022 SALARY SCHEDULE

Step	BS	BS10	BS20	BS30	BS40	MS	MS10	MS20	MS30
1	40,243	41,009	42,198	43,565	44,974	47,103	49,083	51,179	53,275
2	41,009	41,806	43,025	44,423	45,834	48,090	50,105	52,200	54,296
3	41,775	42,602	43,852	45,281	46,694	49,076	51,126	53,222	55,317
4	42,541	43,399	44,680	46,139	47,554	50,063	52,147	54,243	56,339
5	43,307	44,195	45,507	46,997	48,413	51,049	53,169	55,264	57,360
6	44,073	44,992	46,334	47,855	49,273	52,036	54,190	56,286	58,381
7	44,839	45,789	47,161	48,713	50,133	53,023	55,211	57,307	59,403
8	45,605	46,585	47,989	49,571	50,993	54,009	56,233	58,328	60,424
9	46,371	47,382	48,816	50,428	51,853	54,996	57,254	59,350	61,445
10	47,137	48,179	49,643	51,286	52,713	55,982	58,275	60,371	62,467
11	47,903	48,975	50,470	52,144	53,573	56,969	59,296	61,392	63,488
12	48,669	49,772	51,298	53,002	54,433	57,955	60,318	62,413	64,509
13	49,435	50,568	52,125	53,860	55,293	58,942	61,339	63,435	65,531
14	50,609	51,774	52,952	54,718	56,153	59,929	62,360	64,456	66,552
15			54,188	55,984	57,013	60,915	63,382	65,477	67,573
16			55,424	57,250	58,281	62,310	64,812	66,907	69,003
17					59,549	63,705	66,242	68,337	70,433

### 2022-2023 SALARY SCHEDULE

Step	BS	BS10	BS20	BS30	BS40	MS	MS10	MS20	MS30
1	41,243	42,009	43,198	44,565	45,974	48,103	50,083	52,179	54,275
2	42,009	42,806	44,025	45,423	46,834	49,090	51,105	53,200	55,296
3	42,775	43,602	44,852	46,281	47,694	50,076	52,126	54,222	56,317
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9	47,371	48,382	49,816	51,428	52,853	55,996	58,254	60,350	62,445
10	48,137	49,179	50,643	52,286	53,713	56,982	59,275	61,371	63,467
11	48,903	49,975	51,470	53,144	54,573	57,969	60,296	62,392	64,488
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14	51,609	52,774	53,952	55,718	57,153	60,929	63,360	65,456	67,552
15			55,188	56,984	58,013	61,915	64,382	66,477	68,573
16			56,424	58,250	59,281	63,310	65,812	67,907	70,003
17					60,549	64,705	67,242	69,337	71,433