

# **MASTER AGREEMENT**

**Between**

**Independent School District No. 2168**

**And**

**Education Minnesota – NRHEG**

**2019-2021**

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## MASTER AGREEMENT

### ARTICLE I - PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 2168 hereinafter referred to as the School District and Education Minnesota - NRHEG, hereinafter referred to as exclusive representative, pursuant to and in compliance, with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

### ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes Education Minnesota - NRHEG as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

### ARTICLE III - DEFINITIONS

Section 1. PELRA: PELRA is the Public Employment Labor Relations Act as amended.

Section 2. Terms and Conditions of Employment: Terms and conditions of employment shall be as described in PELRA.

Section 3. Teacher: The term "teacher" shall mean any duly licensed public employee other than a superintendent or assistant superintendent, principal, or a supervisory or confidential employee, employed by a School District:

1. in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board or the state board of education; or
2. in a position as a physical therapist or an occupational therapist.

Section 4. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 5. Exclusive Representative: Shall mean Education Minnesota - NRHEG so long as Education Minnesota - NRHEG is the duly certified bargaining agent of the teachers.

Section 6. Other Terms: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.



## ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 1. Managerial Rights: The Exclusive Representative recognizes that the School Board has the responsibility to manage the affairs of the School District on behalf of the public. The School Board has the responsibility to direct the activities and operations that pertain to the terms and conditions of employment in conformity with the provisions of the Agreement.

Section 2. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

## ARTICLE V - TEACHER RIGHTS

Section 1. Right to Views: Pursuant to M.S. 179A. 06 Subd. 1, nothing contained in this agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment, or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 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 exclusive representative that has lost its right to dues check off pursuant to M.S. 179A. 06, Subd. 6. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in equal installments, beginning with the first pay period in October. Such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the member to the District and to the Union President.

Section 4. Teacher Evaluation: All formal evaluations of teachers shall be conducted openly and with full knowledge of the teacher concerned by an administrator of the School District. All formal evaluations shall be in writing. Two copies of the written evaluation shall be submitted to the teacher at the time of the personal conference or within five working days after the conference, one to be signed by the teacher and returned to the administration, and the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objection in writing and have it attached to the evaluation report to be placed in his/her personnel file. Evaluations will be objective, and based on criteria which will be disclosed in advance. The time of evaluation is to be appropriately set by the evaluating administrator.

## Section 5. Discipline:

Subd. 1. Suspension: A teacher may be suspended without pay for up to 20 days or with pay for just cause. Any such suspension is subject to the grievance procedure, unless the suspension is with pay pending an immediate discharge.

Subd. 2. Possible Actions: Prior to termination or discharge, the District depending upon the severity of the allegations shall attempt to follow the principles of progressive discipline and may utilize any of the following forms of discipline: oral reprimand, written reprimand, suspension with pay and/or suspension without pay.

Subd. 3. Representation: The School District shall not meet with an employee for purposes of imposing discipline at the levels of written reprimand, suspension, or discharge without first offering the employee an opportunity for Association representation. The employee shall be advised of the nature of the allegations prior to the investigative questioning.

Subd. 4. Removal from Duty: This section shall not apply to a teacher who is charged with a felony and removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

Section 6. Paid Administrative Leave: Removal from Duty: A teacher may be placed on Paid Administrative Leave to allow for the investigation of allegations, or due to other circumstances requiring the teacher to be removed from duty.

Section 7. Personnel File: A teacher will be notified if any formal evaluation materials and/or disciplinary materials pursuant to Sections 5, 6 and 7, above, are added to or removed from the teacher's personnel file.

## ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation: 2019-2021 Salary Schedule: The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of this agreement.

Section 2. Status of Salary Schedule: The School District reserves the right, in case of unsatisfactory service, to withhold increments, subject to the grievance procedure, and to grant larger increments in case of especially meritorious service as the School District may deem advisable.

Section 3. Teaching Load-Elementary: During the elementary instructional day there will be at least one (1) preparation period. The period shall not be fragmented into less than twenty-five (25) minute blocks and total preparation time shall not be less than two hundred and fifty (250) minutes per week.

Section 4. Teaching Load-Secondary: A full-time teaching load at the secondary level will consist of 5 classes, 1 supervision period and 1 prep period each day. Should it become necessary for the principal to ask a teacher to teach an extra class, that teacher will be paid an extra stipend of 1/14 per semester class of that teacher's current salary. Teaching of a sixth class must be by mutual consent of the teacher and the administration. This language applies to all Grade 6 – 12 teachers

whose classrooms are located at the Secondary School and that work within a seven (7) period day schedule.

#### Section 5. Teachers on Special Assignment (TOSAs) and Other Specialized Positions:

Subd. 1. Definitions: Teachers on Special Assignment (hereafter "TOSA") shall mean those members who work in a position that requires a teaching license, but whose primary responsibility does not include direct instruction of students. The purpose of TOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique, seasonal and/or support tasks. The District and the Union shall mutually agree on the number and duration of positions to be classified as TOSAs, and will review annually.

"Other Specialized Positions" shall mean non-TOSA members whose primary responsibility does not include direct instruction of students. The District and the Union shall mutually agree on the number and duration of positions to be classified as Specialized Positions, and will review annually.

Subd. 2. Seniority: While in TOSA and Other Specialized Positions, teachers will continue to accrue seniority, and to advance on the salary schedule. At the conclusion of any TOSA assignment, a teacher will be returned to the same position held prior to the special assignment or, if not available, to any other position for which such teacher is licensed.

Subd. 3. Extra Duty Pay: If the requirements of TOSA and Other Specialized Positions stipulate that the teacher must perform duties which extend his or her required duty days beyond 186 contract days, the teacher will receive pay for that time on a pro rata basis. The number of extra days will be agreed upon in advance between the superintendent and the teacher.

Subd. 4. Customized Work Calendar: For TOSA and Other Specialized Positions whose primary responsibility does not include direct instruction of students, a flexible work calendar may be mutually agreed upon between the member and building principal or superintendent. The work calendar will be from July 1 through June 30, and will include a minimum of 186 contract days for a 1.0 FTE employee. The minimum number of contract days will be prorated for a part-time employee.

#### Section 6. Placement on the Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Teaching Experience: A newly hired teacher shall be placed on the salary schedule at a rate agreed upon between the School District and the teacher. The Board may grant full credit for teaching experience in public and/or parochial schools outside the NRHEG school system when hiring new teachers.

Subd. 2. Graduate Credits: All credits earned above the BS + 10 semester credit level must be on a graduate level and carry a grade equivalent of "B" or higher to be applicable in reaching a higher salary lane, except those credits earned at the written request and approval of the administration. Credits to be considered for application on any lane of the

salary schedule must be from an accredited college or university and must be approved in advance by the Superintendent or designee prior to the teacher enrolling in the class.

Subd. 3. Assignment Outside Major Field: In the event that it is necessary to assign a teacher with an M.A. degree to teach a course outside of his/her major field, he/she shall still be paid on the master's degree lane.

Subd. 4. Lane Advancement: To apply for lane advancement the following procedure will be used. All qualifying credits submitted to the Superintendent on or before October 1 of any year shall apply retroactively to the first day of the first semester. All qualifying credits submitted after October 1 and before the first day of the second semester shall be applied to the teacher's lane placement as of the first day of the second semester.

Subd. 5. Lane Changes Beyond Master's Degree: Teachers desiring credit towards lane changes beyond that of a Master's Degree may use only credits which have been earned after the Master's Degree has been awarded.

#### Section 7. Prorated Items:

Subd. 1. Prorated Salary: In all cases where it becomes necessary to compute salaries on a prorated basis, the daily stipend will be the particular teacher's salary divided by the number of teacher days in the adopted contract year.

Subd. 2. Prorated Part-Time Salary: In cases where it becomes necessary to compute salaries for part-time members, the salary shall be 1/6 of that member's salary for each 50 minute period of instruction time.

Subd. 3. Prorated Benefits: Full benefits in this agreement are designed for full time personnel. Part-time teachers who are employed during a school year shall be eligible for partial benefits proportional to the extent of their employment, except as otherwise specifically provided in this Master Agreement. (This stipulation is subject to insurance carrier's limitations.)

Section 8. Incentive for Early Notification of Retirement: A member who submits a letter of retirement on or before February 1 of the year the member intends to retire will receive a stipend of \$500 to be paid out as part of the member's final paycheck.

#### Section 9. Payment Basis:

Subd. 1. Payment Schedule: Teachers will be paid on a twelve (12) month basis, payable once a month on the 22nd. Teachers shall receive payment for the three summer months on or before June 22nd. Beginning with the 2020-2021 school year, teachers will be paid on a twelve (12) month basis, payable bi-monthly on the 15<sup>th</sup> and last days of the month beginning on September 15. Teachers shall receive payment for July and August on or before June 30.

Subd. 2. Extra-Curricular Pay Schedule: Teachers engaged in extra-curricular activities as set forth in Schedules C & D shall be paid as follows:

1. Beginning with the 2020-2021 school year, those teachers performing the following year-long extra-curricular activities will be paid on a twelve-month basis payable bi-monthly on the 15<sup>th</sup> and last days of the month beginning on September 15: annual advisor, high school student council advisor, athletic director, school year band and school year chorus.
2. All other extracurricular activities will be paid at the end of their respective seasons. If no "season" applies, payment will be made before June 30 at the end of the applicable school year.

Subd. 3. Substitute Teachers: Substitute teachers who are members of the bargaining unit shall be compensated at a rate not less than School District policy.

Section 10. Teacher Substitutions: Teachers who agree, at the request of the District, to substitute by assuming supervision for another teacher shall receive a sum of one-fifth (1/5) of current short term substitute pay per fifty (50) minutes for all such substitutions. Each substitution will be logged on forms provided by the District and submitted by the teacher to the respective principal who will submit same for the monthly disbursement of payments for these substitutions.

Section 11. Mileage: Teachers or coaches who furnish their own transportation in the course of their duties will be paid at the IRS rate for the shortest highway route from the school and return of each trip. The School District will make monthly reimbursements of travel expenses. This will not apply to driving from home to work or its equivalent. This will not apply to driving to or from co-curricular practices.

Section 12. Notice of Annual Teaching Assignments:

Subd. 1. Posting and Application Process: Teachers will be notified via their District e-mail of any vacancy created through resignations, leaves, terminations or retirements prior to any public posting. Vacancies for new assignments shall be listed on the District Website and posted in the teachers' break room near teachers' mailboxes in each building. When a teaching vacancy occurs outside of the duty year, a copy of the posting will be sent via e-mail or paper copy to all teachers. Teachers interested in making a change of assignment shall indicate in writing to their building administrator, with a duplicate to the Superintendent.

Subd. 2. Additional Assignments-Notification and Compensation: Additional assignments shall be made by letter of assignment as provided in Appendix A. Compensation shall be according to Schedules C and D for the contract year as indicated.

Subd. 3. Additional Assignment-Vacancies: Vacancies for additional assignments shall be listed on the District Website and posted in the teachers' break room near teachers' mailboxes in each building.

## ARTICLE VII – EXTRA COMPENSATION

Section 1. Extracurricular Salary Schedules C and D: The wages and salaries reflected in Schedules C and D, attached hereto, shall be a part of the agreement.



Section 2. Extended Employment: Compensation rates for all extended employment except that required by statute shall be individually set by the School Board.

Section 3. Extra Duties: Extra duties (i.e. supervision of school activities carried on outside of the regular school day, for such duties as ticket sellers and takers, bus chaperones, and supervision at drama and music productions and the like) will be compensated according to District discretion.

## ARTICLE VIII SUMMER AND EXTRA DUTY PAY AND BENEFITS

### Section 1. Non-teaching:

Subd. 1. Compensation: Teachers hired to work outside the normal work year/day in a non-teaching capacity not covered by the extra-curricular schedule or under the provisions of another section of this contract will be paid at the hourly rate of the BA base divided by the number of contract days divided by 7.5 hours.

Subd. 2. Peer Reviewers: Teachers hired to serve as Peer Reviewers under Minnesota Statute 122A.40 shall be paid an hourly rate determined by taking their level of pay during the current or just ended school year divided by the number of contract days divided by 7.5 for training sessions, meetings, planning sessions and similar duties performed outside the normal work year/day. For each training day when the peer reviewer must prepare substitute notes to facilitate peer observations, he or she shall be compensated for one extra hour of preparation time.

### Section 2. Teaching:

Subd. 1. Compensation-Tenures: Teachers hired to work in a teaching capacity outside the normal work year/day not covered by the extra-curricular schedule shall be paid an hourly rate determined by taking their level of pay during the current or just ended school year divided by the number of contract days divided by 7.5.

Subd. 2. Compensation-Specialists: Special Education/Early Childhood Teachers, Speech Clinicians and Developmental Adaptive Physical Education Teachers, who as part of a legislative mandate are required to teach children between the ages of 0 and 21 years during the summer or as an extended school year service, shall be paid an hourly rate determined by taking their level of pay during the current or just ended school year divided by the number of contract days divided by 7.5.

Subd. 3. Daily Rate Calculation: While teaching summer school or extended school year services the hourly rate multiplied by the number of pupil contact hours plus 10 minutes for each hour of teaching for preparation will equal the daily rate.

Subd. 4. Sick Leave Allocation: While teaching summer or extended school year services, for each 120 hours of student contact time one sick day will be earned.

Subd. 5. Leave Benefits: While teaching summer school each teacher will be allowed to utilize all provisions of this contract including but not exclusive of sick leave, personal leave, bereavement leave, and professional leave, at the discretion of the Board.

### Section 3. Targeted Services

Subd. 1. Teachers' Compensation – School Year: Teachers engaged by the District to teach Targeted Services during the school year will be paid proportionally on the basis of the level of pay during the current school year divided by the number of contract days divided by 7.5 + \$5 per hour of instruction and will be granted 10 minutes of paid preparation time for each hour of instruction. Language in this Article, Section 2, Subdivisions 1 and 2, shall not apply to such Title I teaching assignments.

Subd. 2. Teachers' Compensation – Summer: Teachers engaged to teach in Targeted Services Programs during the summer shall be paid on the basis of their level of pay during the just ended school year divided by the number of contract days divided by 7.5.

Subd. 3. Coordinator Compensation –Teaching/Supervising: During the school year, the Targeted Services Coordinator will be paid proportionally on the basis of the level of pay during the current school year divided by the number of contract days divided by 7.5 + \$5 per hour when instructing and/or supervising students. When teaching and/or supervising students outside the school year, the Coordinator will be paid proportionally on the basis of the level of pay during the just ended school year divided by the number of contract days divided by 7.5.

Subd. 4. Coordinator Compensation – Non Teaching/Non Supervision: During either the school year or summer, the Targeted Services Coordinator will be paid proportionally on the basis of the level of pay during the current or just ended school year divided by the number of contract days divided by 7.5 per hour when fulfilling responsibilities that do not involve direct instruction and/or supervision of students.

## ARTICLE IX - GROUP INSURANCE

Section 1. Policy Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Minimum Standards: The School Board, with the assistance of the Insurance Committee of the Exclusive Representative and all other full-time employees of the School District, will set and maintain the minimum standards of the health and hospitalization insurance policy, and the School Board will then consider adoption or rejection of the insurance company and/or policy selected.

Section 3. Duration. Payment of Insurance: The School District shall make payment of insurance premiums for all active members being paid by the District, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

Section 4. Payment While on Leave of Absence: A teacher requesting and receiving a leave of absence may remain in the group, but will be responsible for the premium payments.

Section 5. Insurance for Retirees: A teacher who elects retirement may remain in the group health and hospitalization insurance plan subject to insurance carrier restrictions. Premium costs shall be the responsibility of the individual. The teacher must also participate in Medicare, Part B, to remain eligible after reaching the age of 65.

Section 6. Health and Hospitalization: The District shall pay \$5,380 toward the single premium and \$9,800 toward the non-single premium for health insurance coverage for each full-time teacher and a proportionally adjusted amount for each part-time teacher employed by the School District who qualifies for and is enrolled in the School District group health insurance plan. For pairs of legally married teachers who both work for the district, and both qualify for the health insurance benefit, the District shall pay a sum not to exceed \$17,180 per year toward the non-single premium.

If a teacher elects district health insurance coverage, a VEBA or HSA annual contribution of \$2,000 for single and \$4,000 for non-single will be made in 12 monthly installments to the employee's savings plan. The total District annual contribution for premium and VEBA/HSA contribution is \$7,380 for single, \$13,800 for non-single, and \$21,180 for legally married teachers who both work for the district.

Section 7. Term Life: The District will furnish all full-time and part-time teachers term life insurance in the amount of \$35,000 including accidental death and dismemberment benefits, subject to carrier limitations.

Section 8. Income Protection: The District will furnish all teachers income protection insurance which provides supplemental income for covered individuals who become disabled, subject to carrier specifications. To meet carrier requirements, all teachers who work an average of 30 hours or more a week must be members of this select group insurance. Teachers will pay the premium through payroll deduction; the District will compensate each teacher for his or her cost.

Section 9. Claims Against the School District: The School District agrees to purchase an insurance policy and pay such amounts as agreed to herein. The exclusive representative and the School District acknowledge no responsibility on the part of the District resulting from denial of insurance benefits by an insurance carrier.

Section 10. Insurance Carrier Limitations: Participation by part-time teachers is subject to any limitations established by the insurance carrier.

## ARTICLE X - LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. Annual Accrual: A full-time teacher and part-time teachers as provided in Article VI, Section 7, Subd. 3, shall accrue sick leave at the rate of ten (10) days each year credited to each member at the beginning of the school year with a maximum total accumulation of one hundred fifty (150) days.

Subd. 2. Criteria: Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to a teacher's or a teacher's child's illness, injury, or medical

appointment which prevented his/her attendance at school and performance of duties on that day or days. The district will follow Minnesota Statute when allowing teachers to use sick leave for the medical needs of the immediate family which is defined as spouse, adult child, grandchild, stepchild, sibling, parent, parent-in-law, stepparent, grandparent, grandparent-in-law or legal ward of the teacher.

Subd. 3. Deduction from Accrued Leave: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 4. Leave in Excess of Accrued Leave: In the event that a teacher uses more days of leave than he or she has accrued, the teacher and the superintendent, or designee, will meet to determine a mutually suitable schedule for deducting the corresponding amount of pay from the teacher's wages. The teacher will have the right to bring Association representation to any such meeting. The District reserves the right to withhold pay which the teacher has not yet earned.

Subd. 5. Medical Certificate: In the event that a medical certificate will be required, the teacher will be so advised on the day sick leave is used.

Section 2. Worker's Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District. Only that fraction of the days not covered by insurance will be deducted from accrued sick leave. Until sick leave is exhausted, the teacher shall submit a copy of the workers' compensation check to the District, and the District will pay the teacher an amount which brings his/her total pay for the month to the amount of his/her regular paycheck.

### Section 3. Child Care Leave:

Subd. 1: Definition: A leave of absence from work made available to either parent for the purpose of caring for an infant child up to 12 months of age. In the event of a birth of a child, the mother would first request and utilize Sick Leave for her own medical care and recovery time associated with the birth as determined by the employee's health care provider.

Subd. 2. Granting of Leave: The School District will grant a child care leave to one (1) parent of a child, as long as that parent is caring for the child on a full-time basis. Leave under this section shall be in accordance with State and Federal laws including FMLA.

Subd. 3. Application: A teacher applying for child care leave shall inform the superintendent in writing at least three (3) calendar months before the leave is intended to begin. When applying, a pregnant teacher will present a statement from her physician indicating the expected date of delivery.

Subd. 4. Accrued Sick Leave Used for Child Care Leave: When a Child Care Leave begins immediately following a Sick Leave period, the teacher has the option to access accrued sick leave days to cover the time of absence. The number of Child Care Leave days to be paid will be determined at the time the Leave is arranged; the number of paid leave days shall not exceed the time allowed for child care under the Family Medical Leave Act (FMLA).



Subd. 5. Time of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year, i. e. semester break, quarter break, end of a grading period, end of the school year, or the like.

Subd. 6. Length of Leave: As the beginning and ending dates of a child care leave are arranged, the School District is not required, in any event, to:

1. Grant any leave more than twelve (12) months in duration.
2. Allow the teacher to return to work prior to the pre-arranged date. However, the return date may be modified by mutual agreement between the teacher and the School Board.
3. Exceed the time frames and stipulations set forth in FMLA.

Subd. 7. Assignment Upon Return: A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 8. Agreed Date of Return: Having come to an agreement with the district regarding the length of his or her child care leave, the teacher will return to work on the agreed-upon date. Failure to honor an agreement of this type can constitute grounds for termination, unless the teacher requests and the School District agrees to an extension in the leave.

Subd. 9. Leave Period Not Part of Probation: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 10. Reinstatement of Benefits Upon Return: 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 the Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 11. Health Insurance While on Leave: A teacher on child care leave is eligible to participate in group insurance programs permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of any unpaid child care leave outside the approved FMLA period. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Subd. 12. Pay and Benefits: Pay and benefits under this section shall be distributed in compliance with applicable state and federal laws.



#### Section 4. Adoption Leave:

Subd. 1. Granting of Leave: The School District will grant an adoption leave to one (1) parent of an adopted child, up to age 18, as long as that parent is caring for the child on a full-time basis. Leave under this section shall be in accordance with State and Federal laws, including FMLA.

Subd. 2. Application for Leave: For the sake of assuring a smooth transition, the teacher is encouraged to notify the Superintendent as early as possible during the adoption process that a home placement and Adoption Leave are planned. A teacher applying for Adoption Leave shall inform the superintendent in writing within two weeks of learning the home placement date and/or of the need to be absent from work. The teacher is encouraged to complete an FMLA application if eligible.

Subd. 3. Accrued Sick Leave Used for Adoption Leave: When an Adoption Leave begins, the teacher has the option to access accrued sick leave days to cover the time of absence. The number of Adoption Leave days to be paid will be determined at the time the Leave is arranged; the number of paid leave days shall not exceed thirty (30) work days for adoption/child care under the Family Medical Leave Act (FMLA).

A teacher may access up to 2 days (15 hours) of accrued sick leave to attend legal proceedings for the adoption of a child. The School District may require a teacher to furnish documentation regarding the legal proceedings.

Subd. 4. Time of Leave: Adoption leave will commence at the date of home placement, and may be for a period of up to one year.

Subd. 5. Assignment Upon Return: Upon signifying his or her intent to return to work within the one-year period, the teacher shall be reinstated to his or her original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which he or she had accrued prior to taking adoption leave.

Subd. 6. Date of Return: For convenience of hiring a temporary replacement for the teacher on adoption leave:

1. If date of placement is during the first semester, the earliest reinstatement shall be on the first duty day of the second semester.
2. If date of placement is during the second semester, the earliest reinstatement shall be at the start of the next school year.
3. Date of reinstatement may be modified by mutual consent of the board and teacher.

Subd. 7. Health Insurance While on Leave: A teacher on Adoption Leave is eligible to participate in group insurance programs permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of any unpaid adoption leave outside the approved FMLA period. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Section 5. Extended Leave: According to M.S. 122A.46 or current applicable law.

Section 6. Personal Leave:

Subd. 1. Annual Accrual: A full-time teacher and part-time teacher as provided in Article VI, Section 7, Subd. 3 shall accrue three (3) personal leave days at the beginning of each school year, with a maximum total accumulation of five (5) days.

Subd. 2. Request Process: Requests for up to three (3) consecutive personal leave days must be submitted to the employee's administrative supervisor at least three days in advance, except in the event of emergencies. Requests to use four (4) or five (5) consecutive personal leave days must be submitted in writing to the employee's administrative supervisor at least 60 days in advance, except in the event of emergencies. Personal leaves must have prior approval, but at no time shall more than three (3) teachers per building be granted personal leave on the same day. The reason for taking personal leave need not be given. Requests for personal leave must be placed during the school year when the leave will be used, beginning no earlier than July 1.

Subd. 3. Reimbursement: Any teacher who has accumulated three (3) or more personal leave days at the end of a teaching year will be reimbursed, on or before June 30, the amount of \$80 per day for each personal day about to be forfeited. Upon termination of employment, teachers will be reimbursed \$80 for each remaining unused personal leave day.

Section 7. Bereavement:

Subd. 1. Approval: Any time teachers spend attending funerals or on bereavement leave must be approved in advance by their direct supervisors. Such time will be deducted from the teachers' accrued sick leave. Personal leave as set forth in Article X, Section 6 may also be used for bereavement leave.

Subd. 2. Local Funeral Attendance: A teacher may, without loss of pay or leave, attend local funerals, when such absence involves no more than 2 hours and when the teacher's duties can be performed by other teachers without any additional cost to the District. Attendance at a local funeral for more than one (1) teacher, without loss of pay, is subject to the sole and exclusive discretion of the District.

Section 8. Association Leave:

Subd. 1. Exclusive Representative: At the beginning of each school year, the Exclusive Representative shall be credited with seven (7) days of Association leave to be used at its discretion. The Exclusive Representative agrees to pay for the cost of any substitutes involved. The Exclusive Representative shall be granted two (2) additional days of Association leave without pay. The Exclusive Representative agrees to reimburse the School District for the cost of the teacher's salary using the leave. As a result the teacher's salary shall not be reduced. The Exclusive Representative agrees to notify the Superintendent at least two (2) working days prior to the intended use of this leave, designating the person(s) using the leave and the date(s) to be used. At no time shall more

than three (3) Association members be absent on the same day for Association related business.

Subd. 2. Negotiating Team: Any teacher engaged during the school day in negotiating on behalf of the Exclusive Representative with any representative of the Board or participating in the process of grievance, including arbitrations, shall be released from regular duties without loss of salary. The exclusive representative agrees to pay for the cost of any substitute(s).

Section 9. Jury Duty: Any teacher who is called to serve jury duty for a state, district, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the District of the dates of pending absence as soon as possible following notice of jury duty. The teacher shall reimburse to the District any per diem paid to a juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowance paid by the court.

## ARTICLE XI

### UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Sub. 10, which article, when adopted, shall constitute the required plan for Unrequested Leaves of Absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by the P.E.L.R.A. and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 10.

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment as determined by the School District.

### Section 3. Unrequested Leaves of Absence:

Subd. 1. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1 of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year.

Subd. 2. Notice: Teachers placed on such leave shall receive preliminary administrative notification by May 1 of the school year prior to the commencement of such leave with reasons for said placement. Official notification of such leave shall be received no later than June 1 of that year. Teachers who receive notice they are being considered for ULA will be told they have the right to a hearing, as long as they request one within 14 days of first notification.

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

1. No teacher with continuing contract rights shall be placed on ULA who has received specialized training and/or currently holds licensure/certification to teach College Now, Advanced Placement, concurrent enrollment, or similar courses; if any other qualified teacher employed in the same field and subject matter has not received the required training and/or does not currently hold licensure/certification to teach college preparation or placement courses.
2. No teacher with continuing contract rights shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is failing to make progress as determined by the supervising Principal by April 15 on a "Teacher Improvement Plan (TIP)" implemented no later than June 1 of the preceding year. TIP procedures are specified in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8.

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

Subd. 5. Equal Seniority Tiebreakers: If a tie in seniority should occur between two or more teachers whose first date of employment in the School District commenced on the same date, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence and recall:

1. The teacher having the greater number of years of teaching in public schools as indicated by his or her TRA records shall be more senior.
2. The teacher having the more District approved credits beyond the BA or BS degree shall be more senior.
3. The teacher having the greater number of teaching licensure areas as recorded by PELSB shall be more senior.
4. The School District may determine which teacher(s) will be more senior.



Subd. 6. Years of Service: Any teacher placed on ULA may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2" above, to accommodate the seniority claims of a junior teacher.

Section 5. Dropping of License: A teacher shall not be permitted to exercise any seniority to displace another teacher in a different licensure area by initiating the dropping of a license in the subject matter in which the teacher is currently assigned by the School District in order to acquire different assignment rights through the ULA process. If a teacher initiates dropping of the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping nor realignment rights in another licensure area.

Section 6. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave.

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

Subd. 3. Acceptance of Reemployment: A teacher on ULA does not forfeit right to reinstatement when accepting a position for less than the full position he/she was placed on leave from, or when he or she refuses an offered position that is less than the full position he/she was placed on leave from.

Subd. 4. Reinstatement Rights: A teacher placed on ULA shall have rights to reinstatement for a period of five (5) years, which shall automatically cease five (5) years from the date ULA was commenced. At such time, no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.



## Section 7. Establishment of Seniority List:

Subd. 1. Posting of Annual List for Review: The School Board shall annually cause a seniority list (by name, date of employment, qualifications and licensure tier, subject matter or field and current assignments) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District not later than October 31 of each school year. Each teacher will review the list and, if in agreement with the order of seniority and the license expiration date, indicate so by initialing near his or her name.

Subd. 2. Request for Change to List: Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have ten days from the date of posting to supply written documentation, proof and request for seniority change to the Superintendent.

Subd. 3. Final Determination of List: Within ten days of the member's notice to the Superintendent, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter, the School Board shall cause such seniority list to be updated to reflect any additions or removals of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 8. Filing of Licenses: In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on ULA, only those licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purpose of determining lay off within areas of licensure for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not for the current reduction.

Section 9. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2, Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreements affecting such licensed employee.

Section 10. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in 122A.40 and, therefore, shall not be subject to the grievance procedure.

## ARTICLE XII - HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day, including a duty free lunch period of 30 minutes, shall begin between 7:45 and 8:00 a.m., and continue for 8 hours, except on Fridays or on days preceding holidays or vacations, when the teacher's day shall end after bus departures. With reasonable prior notification or in an emergency, teachers may be expected to attend 7:30 a.m. meetings announced in advance by their building principals; on such days, teachers may leave no

earlier than 3:30 p.m. Any teacher who desires to change these hours on an as needed basis is to discuss it with his/her principal and abide by his/her decision.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities: In addition to the basic school day, teachers may be requested to reasonably participate by mutual consent in school activities beyond the basic teacher's day as it is outlined by the Board or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the Principal, Superintendent or School District.

### ARTICLE XIII – MODIFICATIONS IN CALENDAR

#### Section 1. Teacher Duty Days:

Subd. 1. Calendar Development: The School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority as determined to conduct school. Prior to March, principals and designees of the exclusive representative may jointly or separately recommend to the School Board for its consideration, a calendar for the next school year.

Subd. 2. Calendar Description: The school year shall consist of 186 duty days, of which 174 will be student contact days. The District retains the right to decrease the number of student contact days and/or teacher duty days. The 12 remaining days in each school year will consist of:

1. Four (4) planning days, one at the end of each quarter. Teachers will be allowed all eight hours of each of these days to determine student grades and to prepare for the succeeding grading period.
2. Two (2) days (16 hours) scheduled for Parent Teacher Conferences.
3. Six (6) Staff Development days, to be scheduled at the discretion of the administration with input from the Staff Development Committee.

#### Section 2. Modifications in Calendar. Length of School Days:

Subd. 1. Number of Days: In the event of energy shortage, severe weather or other emergency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall fulfill 186 duty days with a minimum of 174 student contact days. The District retains the right to decrease the number of student contact days and/or teacher duty days.

Subd. 2. Length of Day: In the event of energy shortage, severe weather or other emergency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total hours shall not exceed the total number of hours reflected in the days not rescheduled. For example, if one 8-hour day (480 minutes) of teaching must be cancelled, then no more than 480 minutes of teaching will be added to the calendar.

Subd. 3. Meet and Confer Opportunity: Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two make-up days pursuant to Subd. 1 hereof, the School District shall afford to the association the opportunity to meet and confer on such matters.

## ARTICLE XIV - GRIEVANCE PROCEDURE

### Section 1. Definitions:

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

Subd. 2. Working Day: A "working day" is defined as Monday through Friday, excluding holidays.

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

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

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

Section 5. Step I: Whenever any aggrieved employee or group of aggrieved employees has a grievance, they shall meet on an informal basis with the employees' building principal in an attempt to resolve the matter within twenty-five (25) working days after the incident giving rise to the grievance. If the parties are unable to resolve the dispute within such twenty-five (25) working day period, the grievance shall be reduced to writing by the grievant and submitted to the superintendent (see Step II) within seven (7) working days. If the grievance involves a matter which substantially affects a large number of employees, the grievance shall be reduced to writing by the grievant and submitted to the Superintendent (see Step II) within twenty-five (25) working days after the date of the incident giving rise to the grievance.

Section 6. Step II: The superintendent shall meet with the grievant within seven (7) working days after receipt of the written grievance and attempt to mutually resolve the dispute. If agreement is reached, the terms of the resolution shall be written on the grievance and signed by both parties. If the parties are unable to reach an agreement, the Superintendent shall, within five (5) working days thereafter, submit his decision in writing to the grievant. The grievant must appeal this decision to Step III in writing to the clerk of the School Board within five (5) working days after receipt of the decision in Step II.

Section 7. Step III: The School Board or a committee appointed by the Board Chair shall meet with the grievant within fifteen (15) working days after receipt of the grievance to attempt to resolve the dispute. Upon resolution both parties shall sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach agreement within ten (10) working days after the Step III meeting, the School Board shall make its decision in writing to the grievant. The grievant must appeal in writing the decision of the School Board to arbitration by submitting such appeal to the superintendent within five (5) working days.

Section 8. Step IV:

Subd. 1. Arbitrator Selection: The School Board and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the grievant are unable to agree on an arbitrator, they shall request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternatively 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 a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 2. Arbitrator Authority to Modify Contract: The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

Subd. 3. Arbitrator's Decision: The decision of the arbitrator shall be final and binding upon the parties. 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.

Section 9. Forfeiture: Failure to adhere to the time limits provided in this agreement shall result in a forfeit of the grievance. However, by mutual written agreement, the parties may waive any step and extend any time limits in the grievance procedure.

Section 10. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid by the party requesting the transcript or recording unless otherwise mutually agreed. However, the party ordering a copy of such transcript shall pay for such a copy.



## ARTICLE XV – TAX SHELTERED ANNUITY

Section 1. Matched Plan: The school district will maintain a matching program to a 403(b) tax-sheltered annuity. All full-time tenured teachers beginning their fourth (4<sup>th</sup>) or higher year of teaching in the school district and/or its successor are eligible to participate in the matching program. For part-time employees a prorated amount shall be contributed. The plan year will extend from September 1 through August 31.

Section 2. Severance Plan Phase Out: All teachers employed after the 1997-1998 school year do not qualify and shall not be eligible for severance pay under Article XVI of this Agreement. Such teachers shall only be eligible to participate in the school district's 403(b) annuity matching program. The school district shall make matching contributions to such program in the maximum amount as set forth in Section 3 below.

Option to elect "Old Severance Pay": Teachers who have three (3) or more years of service in the District as of June 30, 2000, may choose the "Old Severance Pay (Article XVI) provision instead of the 403(b) Matched Plan. Teachers who elect this option do not receive the District's annual match. The Teacher's choice of either the "Old Severance Pay" or the 403(b) Matched Plan is an irrevocable election made at the time of the 2000 election.

Section 3. Teacher Match: Eligible teachers must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements between April 1 – April 30 prior to the plan year. For the duration of this contract, the school district's matching contribution to teachers participating in the 403(b) annuity matching program shall be as follows for tenured faculty who have taught a minimum of three (3) years in the district:

Full Years of Service in District	Annual Maximum Matching Contribution
0 – 3	\$ 0
4 – 10	\$ 600
11 – 20	\$ 1,100
21+	\$ 1,500
Maximum annual contribution from district:	\$ 1,500
Maximum career contribution from district:	\$32,000

Annual Contribution: The School District will make the foregoing matching contribution to a teacher's 403(b) annuity account only if the teacher's annual contribution is \$300 or more. The school district's matching contribution will be dollar for dollar up to the annual maximum match set forth above. The annual limit on the amount an individual teacher may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4. Annuity Providers: The School District has sharing agreements with five providers of the deferred compensation plan: Ameriprise, Education Minnesota ESI, Franklin Templeton, Thrivent, and Vanguard.



Section 5. Election: Eligible teachers must make application for participation in the 403(b) annuity matching program as agreed between the School District and the Association for the duration of this agreement. In each subsequent year an eligible teacher must make application for participation between April 1 – April 30 prior to the plan year.

Once the election to participate in the 403(b) annuity matching program is made, the eligible teacher shall indicate which of the providers he/she has selected and authorize the district to withhold his/her matching contribution. The teacher's annual contribution is divided and withheld over the pay periods for the plan year. The district annual contribution is paid on the same basis.

Section 6. Teachers on Leave: Eligible teachers on unpaid leave may not participate in the 403(b) annuity matching program while on leave. Eligible teachers may elect to re-enter the 403(b) annuity matching program upon their return. Eligible teachers on a paid leave may participate in the 403(b) annuity matching program during their period of leave on a pro-rated basis.

Section 7. Death of a Teacher Participant: If a teacher participant dies before retirement or termination of service to the district, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

#### ARTICLE XVI - SEVERANCE PAY

Section 1. Eligibility: Any teacher who has twenty (20) or more years of continuous teaching experience in the School District and was employed before the 1998-99 school year and has not elected to participate in the 403(b) matching fund, Tax Sheltered Annuity Article XV shall be eligible for severance pursuant to the provisions of this Article, upon written resignation, provided the teacher is not discharged pursuant to Minn. Stat. 122A.40 with the exception of Subds. 10 and 11.

#### Section 2. Calculation of Severance Pay:

Subd. 1. Percent of Pay: The Percent of Pay (PP) will be calculated by adding the teacher's Full Time Equivalence (FTE) for all the years employed by the district divided by the number of years of employment (YE) multiplied by 100.

$$\text{TOTAL FTE/YE} * 100 = \text{PP}$$

Subd. 2. Payment for Employment: Teachers eligible under this Article who have satisfied the eligibility criteria for severance pay by the end of the 1999-2000 school year must make an irrevocable election between April 1 and April 30, 2000. Teachers who will satisfy their eligibility after the 1999-2000 school year must make their irrevocable election by April 30 of the school year in which they will be eligible for the severance pay. Each teacher will choose one of the following in writing on an approved form provided by the District. If neither choice (a) nor choice (b) is chosen then choice (a) will apply.

- (a) to accrue an amount of days which equals one hundred percent (100%) of the number of unused sick leave days up to twenty-five (25) plus ninety (90) additional days of pay.

OR

- (b) to accrue an amount of days which equals one hundred percent (100%) of the number of unused sick leave days up to one hundred fifteen (115).

This will equal the Total Days (TD) for Subd. 4 of this Section.

Subd. 3. Rate of Payment: A teacher eligible for severance pay shall be paid at the teacher's daily rate of pay (not including any additional compensation for extra-curricular activities, extended employment or other extra compensation). The teacher's daily rate of pay will be the teacher's step and lane placement on the current salary schedule divided by the number of duty days.

$$\text{Daily Rate of Pay} = \text{Rate of Payment}$$

Subd. 4. Calculation of Severance Pay: The Percent of Payment (PP) from Subd. 1 multiplied by the Total Days (TD) from Subd. 2 multiplied by the Rate of Payment (RP) from Subd. 3 of this Section will equal Severance Pay.

$$\text{PP} * \text{TD} * \text{RP} = \text{SEVERANCE PAY}$$

Subd. 5. Payment: Severance Pay shall be paid by the School District in three (3) equal installments over a period of two (2) years from the effective date of the retirement. The first payment will be made on August 1, immediately following the effective date of retirement. The following payments will be August 1 and June 1. Any modifications to the payment schedule during the two years will be at the sole discretion of the District.

Subd. 6. Post Retirement Health Care Savings Plan: For all eligible teachers who retire, the District will contribute 100% of their severance pay to a post retirement health care savings plan. The eligible retiree may select one of the following plans: Minnesota Service Cooperative's VEBA Plan or Minnesota State Retirement System (MSRS) Plan. The payment will be made as outlined in Article XVI Section 2, Subd. 5. All cost associated with the post retirement health care savings plan will be the responsibility of the eligible retiree. If MSRS regulations prohibit there being two options to choose from, then the only retirement savings plan will be the MSRS savings plan.

Section 3. Application for Pay: Written application for severance should be submitted by June 1 of the year employment is severed.

Section 4. Teacher's Beneficiary: If a teacher eligible for severance pursuant to Section 1 of this Article (whether or not resignation or application for severance has been submitted) dies before all or part of the severance pay has been disbursed, all remaining severance will be paid out in cash to the deceased teacher's beneficiary or estate pursuant to Section 2, Subd. 5 of this Article.

## ARTICLE XVII- EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Application of Contract: The parties recognize that the employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the agreement because of this unique employment relationship.

Section 2. Tenure: The provisions of Minn. Stat. § 122A.40 shall not apply to ECFE teachers.

Section 3. Layoff and Recall:

Subd. 1. Seniority Rights: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Subd. 2. Seniority Limitations: The seniority within the ECFE program will count only toward positions within the ECFE program. ECFE teachers shall not earn seniority toward any positions in the Early Childhood Special Education Preschool or the K-12 program. Teachers employed in the Early Child Special Education Preschool or the K-12 program shall not have any seniority within the ECFE program.

Subd. 3. State Statute: The provisions of Minn. Stat. § 122A.40. subd. 11 shall not apply to persons employed in the ECFE program.

Section 4. Compensation: ECFE Teachers shall be compensated at the hourly rate of \$24 per hour for the 2019-2020 school year and \$24.48 per hour for the 2020-2021 school year.

Section 5. Applicable Sections of the Collective Bargaining Agreement: ECFE teachers shall be covered by the following sections of the collective bargaining agreement:

Article I, II, III, and IV; Article V, Sections 1 through 4 and  
Section 6; Article VII; Article X, Sections 1, 2, 6, 7 and 9;  
Article XIV; and Article XVIII.

Section 6. Sections of the Collective Bargaining Agreement Not Applicable:

ECFE teachers shall not be eligible for the following articles of the collective bargaining agreement, which apply only to regularly licensed continuing contract teachers:

Article V, Section 5; Articles VI, VIII; Article X, Sections 3,  
4, 5, 6 and 8; Articles XI, XII, XIII, XV and XVI.

Section 7. ECFE Teachers shall be covered by Article IX, Section 3, 5, 7, 8 and 9:

ECFE teachers who are employed during the school year shall be eligible for partial benefits set forth in this section proportional to the extent of their employment as compared to a full-time teacher. As a result, the School District's contributions to health and hospitalization insurance, term life insurance, and income protection insurance will be reduced proportionately.

Section 8. Preparation Time: Preparation time shall be granted and paid in the amount of five (5) minutes for every twenty-five (25) minutes of instructional time. Preparation time will be taken in not more than twenty-five (25) minute blocks.

Section 9. Day: A day is defined as any day an ECFE teacher is required by the School District to teach, which includes the specific number of hours for which the teacher is paid on that day. This may change throughout the school year based upon enrollment, the number of days currently employed, the number of courses offered and the status of the ECFE budget.

Section 10. Applicability: The only provision of this Agreement applicable to ECFE teachers is as set forth in this Article, unless otherwise provided herein.

#### ARTICLE XVIII - DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the last individual contract executed between the teacher and School District until such time that a successor agreement is executed. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement. If either party desires to modify or amend any provisions of this Agreement or its appendices, they shall give written notice of such intent no later than May 1, 2021.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements.

Section 3. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.



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

For:

EDUCATION MINNESOTA - NRHEG

Becky Jensen 10/15/19  
Becky Jensen, Vice-President Date:  
EM-NRHEG

Debra Bently 10/15/19  
Debra Bently, Negotiator Date:  
EM-NRHEG

For:

INDEPENDENT SCHOOL  
DISTRICT NO. 2168

Rick Schultz  
Rick Schultz, School Board Chair Date:  
I.S.D. 2168 NRHEG

Karen Flatness  
Karen Flatness, School Board Clerk Date:  
I.S.D. 2168 NRHEG

SALARY SCHEDULES A and B

<b><u>Schedule A: 2019-20</u></b>							
<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
40,934	41,971	43,046	44,160	45,311	46,500	47,727	48,992

Lane changes will result in a salary increase of \$1,750

<b><u>Schedule B: 2020-21</u></b>							
<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
42,141	43,186	44,269	45,391	46,551	47,749	48,985	50,259

Lane changes will result in a salary increase of \$1,750

EXTRA-CURRICULAR  
SALARIES

	"C"	"D"
Activity	2019-20	2020-21
Annual Advisor	\$4,500	\$4,590
Class Play		
High School	\$1,950	\$1,989
Drama Club	\$923	\$941
Paper Advisor		
High School	\$1,610	\$1,642
School Year Band		
High School	\$2,019	\$2,059
Junior High School	\$1,008	\$1,028
Elementary School	\$1,008	\$1,028
Jazz Band	\$802	\$818
School Year Chorus		
High School	\$2,019	\$2,059
Junior High School	\$1,008	\$1,028
Elementary School	\$1,008	\$1,028
Speech Team Coach	\$1,420	\$1,449
One Act Play Director	\$1,420	\$1,449
Colorguard	\$802	\$818
HS Student Council Advisor	\$1,681	\$1,715
Senior Class Advisor	\$549	\$560
Senior High Ambassador Advisor	\$857	\$875
Junior High Ambassador Advisor	\$857	\$875
Prom Advisor	\$802	\$818
National Honor Society Advisor	\$385	\$393
Senior High Knowledge Bowl	\$1,232	\$1,257
Junior High Knowledge Bowl	\$549	\$560
Driver Training	\$27.41	\$27.96
FFA Advisor (per semester if assigned supervision or 6th class)	\$1,803	\$1,839

EXTRA-CURRICULAR  
SALARIES

	"C"	"D"
Activity	2019-20	2020-21
Athletic Director	\$6,931	\$7,069
Head Cross Country	\$6,049	\$6,170
Head Football	\$6,049	\$6,170
Ass't Football	\$4,051	\$4,132
JV Football	\$3,487	\$3,556
C-Squad Football	\$3,487	\$3,556
Head Volleyball	\$6,049	\$6,170
JV Volleyball	\$4,051	\$4,132
C-Squad Volleyball	\$3,487	\$3,556
Head Basketball	\$6,557	\$6,688
JV Basketball	\$4,460	\$4,549
C-Squad Basketball	\$3,791	\$3,866
Head Wrestling	\$6,557	\$6,688
Ass't Wrestling	\$4,460	\$4,549
Head Baseball	\$5,365	\$5,472
JV Baseball	\$3,431	\$3,499
C-Squad Baseball	\$3,431	\$3,499
Head Softball	\$5,365	\$5,472
JV Softball	\$3,431	\$3,499
C-Squad Softball	\$3,431	\$3,499
Head Golf	\$5,365	\$5,472
Ass't Golf	\$3,431	\$3,499
Head Track	\$5,365	\$5,472
Ass't Track	\$3,431	\$3,499
Cheerleading Advisor	\$4,616	\$4,708
Junior High Fall / Spring Coach	\$2,019	\$2,059
Junior High Winter Coach	\$2,223	\$2,267

APPENDIX A  
EXTRA DUTY ASSIGNMENT  
INDEPENDENT SCHOOL DISTRICT NO. 2168

This Agreement is entered into between Independent School District No. 2168 and

\_\_\_\_\_ (Name) for the school year 20\_\_ - 20\_\_ to perform the duties of:

\_\_\_\_\_ (Position) \$\_\_\_\_\_ (amount).

(2019-2021 Master Agreement)

and it is agreed that the teacher shall receive the above total for performing said duties.

These duties shall be in addition to and apart from the basic duties required of a teacher. This Assignment is subject to the provisions of the Master Agreement between Independent School District No. 2168 and the New Richland-Hartland-Ellendale-Geneva Education Association.

This Agreement expires at the close of the 20\_\_-20\_\_ school year.

Dated: \_\_\_\_\_

Advisor: \_\_\_\_\_

Dated: \_\_\_\_\_

School District Officer \_\_\_\_\_