

AGREEMENT
between the
GOVERNING BOARD
of the
SOUTHWEST METRO INTERMEDIATE DISTRICT
and the
SOUTHWEST METRO EDUCATION ASSOCIATION
effective
July 1, 2023 through June 30, 2025

TABLE OF CONTENTS

<u>ARTICLE I.</u>	<u>PURPOSE</u>	4
Section 1.	Parties:	4
<u>ARTICLE II.</u>	<u>RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u>	4
Section 1.	Recognition:	4
Section 2.	Appropriate Unit:	4
<u>ARTICLE III.</u>	<u>DEFINITIONS</u>	4
Section 1.	Teacher:	4
Section 2.	Part-time Teacher:	4
Section 3.	District:	4
Section 4.	Board:	4
Section 5.	Terms and Conditions of Employment:	4
Section 6.	Committees:	5
Section 7.	Other Terms:	5
<u>ARTICLE IV.</u>	<u>DISTRICT RIGHTS</u>	5
Section 1.	Inherent Managerial Rights:	5
Section 2.	Management Responsibilities:	5
Section 3.	Effect of Laws, Rules and Regulations:	6
Section 4.	Reservation of Managerial Rights:	6
<u>ARTICLE V.</u>	<u>TEACHER RIGHTS</u>	6
Section 1.	Right to Views:	6
Section 2.	Right to Join:	6
Section 3.	Request for Dues Check Off:	6
Section 4.	Notification and Access to Employee Information:	6
Section 5.	Transmittal:	7
Section 6.	Association Business:	7
Section 7.	Use of Facilities:	7
Section 8.	Request for Financial Information:	7
Section 9.	Exclusive Representative Leave:	7
Section 10.	Document Distribution:	8
Section 11.	Union Meeting with New Employees	8
<u>ARTICLE VI.</u>	<u>SCHOOL CALENDAR AND DUTY DAYS</u>	8
Section 1.	Calendar and Duty Days:	8
Section 2.	Basic Day:	8
Section 3.	Work Days:	8
Section 4.	Early Release Day:	9
Section 5.	Leaving the Building:	9
Section 6.	Teachers Assigned to More than One Building:	9
Section 7.	Contract Teachers as Emergency Substitutes:	9
Section 8.	Teacher Preparation Time:	9
Section 9.	Building Hours:	10
Section 10.	Emergency Closing:	10
Section 11.	Late Start for Students:	10
Section 12.	Early Release:	10
<u>ARTICLE VII.</u>	<u>PAY</u>	10
Section 1.	Status of Salary Schedules:	10
Section 2.	Lane Advancement:	11
Section 3.	Non-Degreed Teachers-Initial Placement on Salary Schedule and Professional Growth Salary:	11
Section 4.	Placement on Appropriate Salary Schedule:	12
Section 5.	Additional Assignments:	12
Section 6.	Pay for Degrees and Licenses:	12
Section 7.	Salary Check Pay Dates:	13
Section 8.	Mileage Reimbursement:	13
Section 9.	Recruitment Stipend	13
<u>ARTICLE VIII.</u>	<u>UNREQUESTED LEAVE OF ABSENCE</u>	13
Section 1.	Purpose:	13
Section 2.	Definitions:	13
Section 3.	Unrequested Leave of Absence:	13

Section 4.	Reinstatement:	14
Section 5.	Procedure:	15
<u>ARTICLE IX.</u>	<u>SENIORITY</u>	15
Section 1.	Seniority:	15
Section 2.	Preparation:	15
Section 3.	Tie Breaking:	15
Section 4.	Request for Change:	15
Section 5.	Final List:	15
Section 6.	Bumping:	16
Section 7.	Dropping of Licenses:	16
Section 8.	Effect:	16
<u>ARTICLE X.</u>	<u>TRANSFERS, REASSIGNMENTS AND VACANCIES</u>	16
Section 1.	Transfers and Reassignment:	16
Section 2.	Vacancies and New Positions:	16
<u>ARTICLE XI.</u>	<u>INSURANCE</u>	17
Section 1.	Selection of Carrier:	17
Section 2.	Health, Hospital and Dental:	17
Section 3.	Life Insurance:	17
Section 4.	Long-Term Disability Insurance:	17
Section 5.	Duration of Insurance Contributions:	17
Section 6.	Single Coverage Required:	17
Section 7.	Retiree Insurance:	18
<u>ARTICLE XII.</u>	<u>LEAVE</u>	18
Section 1.	Illness and Bereavement Leave:	18
Section 2.	Personal Leave:	19
Section 3.	Family and Medical Leave Act:	20
Section 4.	Unpaid Child Care Leave:	20
Section 5.	Adoption Leave:	21
Section 6.	General Unpaid Leaves of Absence:	21
Section 7.	Military Leave:	21
Section 8.	Unpaid Medical Leave:	21
Section 9.	Jury Duty Leave:	21
Section 10.	Sabbatical Leave:	21
Section 11.	Payroll Deductions:	21
<u>ARTICLE XIII.</u>	<u>SEVERANCE PAY</u>	22
Section 1.	403(b):	22
<u>ARTICLE XIV.</u>	<u>GRIEVANCE PROCEDURE</u>	23
Section 1.	Definitions and Interpretations:	23
Section 2.	Time Limitation and Waiver:	23
Section 3.	Adjustment of Grievance:	23
Section 4.	Time Limits:	24
Section 5.	Arbitration Procedures:	24
<u>ARTICLE XV.</u>	<u>DURATION</u>	25
Section 1.	Terms and Reopening Negotiations:	25
Section 2.	Effect:	25
Section 3.	Finality:	26
Section 4.	Severability:	26
<u>ARTICLE XVI.</u>	<u>SALARY SCHEDULE-EXTRA DUTY</u>	26

ARTICLE I. **PURPOSE**

Section 1. Parties: This AGREEMENT is entered into between SouthWest Metro Intermediate District No. 288, Shakopee, Minnesota, hereinafter referred to as the "District," and the SouthWest Metro Education Association hereinafter referred to as the "Exclusive Representative," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as "PELRA," to provide the terms and conditions of employment for teachers during the duration of this Master Agreement.

ARTICLE II. **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the District recognizes the Exclusive Representative as the exclusive representative of all teachers and other personnel included in the appropriate unit as defined by Minnesota Statutes § 179A.03 (18) of PELRA and employed by the District, which as the exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement. The District shall provide a list of all members of the unit and shall keep that list current by notifying the Exclusive Representative of additions and deletions as they occur.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all teachers and other personnel included in the appropriate unit of the District as defined in this Agreement and in PELRA.

ARTICLE III. **DEFINITIONS**

Section 1. Teacher: The term, "Teacher," is defined in Minnesota Statute § 179A.03 Subd. 18.

Section 2. Part-time Teachers: A part-time teacher is a teacher who is contracted for less than .75 FTE during a contract year.

Section 3. Probationary Teachers: A teacher is considered a "probationary teacher" during their first three consecutive years as a teacher in a single school district or single charter school in Minnesota.

- (a). If a teacher has taught three consecutive years in a single school district or single charter school in Minnesota or another state, they are considered a "probationary teacher" during their first year of teaching in SouthWest Metro Intermediate District.
 - a. A probationary teacher must complete 90 or more days of teaching service during each year during the probationary period.

Section 4. District: For purposes of administering this Agreement, the term "District," shall refer to the managerial rights, functions, and supervisory responsibilities performed by the administrative staff of the District under the direction of the Board.

Section 5. Board: The term "Board" refers to the duties and responsibilities of the representatives of the member districts whose collaboration embodies the principles and policies of the District.

Section 6. Terms and Conditions of Employment: "Terms and Conditions of Employment"

means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 7. Committees:

Subd. 1: Insurance Committee: The District shall establish an advisory Insurance Committee that, in part, will be composed of three (3) Teacher representatives designated by the Exclusive Representative. The Insurance Committee shall work with the administrator responsible for employee's insurance coverage to develop recommendations to the Governing Board for the specifications of the hospital and medical and dental insurance plans.

Subd. 2: Labor Management Committee: The District shall establish a Labor Management Committee that, in part, will be composed of three (3) Teacher representatives designated by the Exclusive Representative. The Labor Management Committee shall address issues of system-wide relevance and concern and develop recommendations to the Governing Board. A standing agenda item at each Labor Management Committee meeting will be "growth and development of the district."

- (a) The Facilities Committee shall meet at least four times per year and report to the Labor Management Committee.
 - a. The first meeting each school year shall be scheduled on or before October 31st.
 - b. The Exclusive Representative may designate a representative from each building to serve on this Committee.
 - c. The Facilities Committee may establish sub committees at sites for specific projects.
 - d. The Facilities Committee will be co-chaired by a member of management and a member of the Exclusive Representative.
 - e. The co-chairs shall be responsible to take minutes at each meeting and share with Labor Management Committee.
- (b) The Safety Committee shall meet at least four times per year and report to the Labor Management Committee.
 - a. The first meeting each school year shall be scheduled on or before October 31st.
 - b. The Exclusive Representative may designate a representative from each building and an at large member to serve on this Committee.
 - c. The Safety Committee will be co-chaired by a member of management and a member of the Exclusive Representative.
 - d. The co-chairs shall be responsible to take minutes at each meeting and share with Labor Management Committee.

Section 8. Other Terms: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV. **DISTRICT RIGHTS**

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

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

by the District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Board and shall be governed by the laws of the State of Minnesota, and by Board rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

ARTICLE V. **TEACHER RIGHTS**

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

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for 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 the 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, beginning with the first pay period in October. The dues will be deducted in 22 equal installments. Deductions shall be made and transmitted each month to the Exclusive Representative together with a list of names of the teachers from whose pay deductions were made and the dollar amounts thereof.

Section 4. Notification and Access to Employee Information: The District shall notify the Exclusive Representative of all new teachers/licensed staff eligible to be represented by the Exclusive Representative) hired by the Board within one week of Board action to hire the teacher/licensed staff.

- (a). Notification shall include the new teacher's: name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers, date of hire, and work and personal email address to the extent on file with the District.
- (b). Beginning January 1, 2024, the District will provide the following information for all bargaining unit employees to the exclusive representative: name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers, date of hire, and work and personal email address to the extent on file with the District.

- (c). The District will notify the exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 5. Transmittal: Sums withheld by the District as dues shall be transmitted to the Exclusive Representative within not more than twenty (20) working days, except as provided in Section 4.

Section 6. Association Business: Duly authorized representatives of the Exclusive Representative and its affiliates shall be permitted to transact official business on school property outside of the normal teacher day. If a representative of an affiliate desires to meet with a teacher, they shall first obtain the permission of the Superintendent, or their designee, and shall limit their meetings with the teacher(s) to the duty-free lunch or the time before or after the normal teacher work day. If an advocate/representative is requested by a member for a meeting called by District administration during the course of the normal teacher work day, the Exclusive Representative shall be allowed to attend the meeting.

Section 7. Use of Facilities: The Exclusive Representative shall have the right to the use of school buildings and facilities in accordance with the District's policies, rules and regulations, provided such use shall not interfere with normal school activities and functions. The Exclusive Representative shall also have the right to use the District's mailboxes, email, web site, bulletin boards and other similar District media to provide notice to members about local Exclusive Representative business concerning the entire membership. District mailboxes, email, web site, bulletin boards and other similar media should not be utilized by the Exclusive Representative for any political purpose other than Exclusive Representative business and Exclusive Representative leadership. The District reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from such use.

Section 8. Request for Financial Information: The District agrees to furnish the Exclusive Representative such information concerning its budget, revenues, and other financial information as required by law. If the Exclusive Representative wishes to make copies of this material, and other copies are not available, it shall pay for the cost of reproduction.

Section 9. Exclusive Representative Leave:

Subd. 1. Release Time for Union Activities: Exclusive Representative officers or official representatives of the Exclusive Representative will be given reasonable time off to conduct the duties of the Union as the exclusive representative, including leaves of absence to elect or appoint officials of an affiliate of an exclusive representative or to a full-time appointed official of an exclusive representative of teachers in another Minnesota school district. Any teacher taking time off pursuant to this provision will have their daily rate of pay deducted for each full day. If a half day is taken the amount of salary deduction will be prorated to reflect the amount of release time used to engage in appropriate Exclusive Representative activities. The District will cover the cost of a substitute teacher necessary to permit the teacher to take off time pursuant to this section.

Subd. 2. Personnel Files: Pursuant to Minn. Stat. § 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher, shall be available during regular school business hours to each individual teacher upon their written request. Each teacher may see their own personnel file, but nothing in the file may be removed without permission of the Superintendent. A representative of the Exclusive Representative may, at the teacher's request, accompany the teacher in this review or in the teacher's absence; a representative may review the file with the advance written permission of the teacher. An appointment must be made with the Superintendent or their designee in advance for the teacher to review their personnel file. A copy of any formal evaluation or communication relating to performance shall be given to the teacher at the time it is placed in the file. A teacher shall have the right to reproduce any of the contents of their file at their expense and to submit for inclusion in the file written information in response to any material contained therein. However, the District may destroy such files as provided by law.

Section 10. Document Distribution: It shall be the responsibility of the District to provide an electronic copy of this Agreement to each teacher within thirty (30) days after the Agreement is signed. A hard copy shall be presented to every new teacher and upon request to all continuing teachers.

Section 11. Union Meeting with New Employees: The District will allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for up to 30 minutes within 30 calendar days from the date of hire. The new employee has the right to meet or decline the invitation to meet with the exclusive representative.

ARTICLE VI. **SCHOOL CALENDAR AND DUTY DAYS**

Section 1. Calendar and Duty Days: Pursuant to Minn. Stat. § 120A.40, the Board, shall, prior to April 1 of each year, establish the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school. The teacher will also work any additional days necessary to meet required number of days as stipulated in the Agreement. The Exclusive Representative shall be afforded an opportunity to meet and confer with the District prior to any changes in the calendar or length of the workday

Section 2. Basic Day: The basic teacher's day, inclusive of a duty free lunch, shall be eight (8) hours a day.

Section 3. Work Days:

Subd. 1: Workshops. Three work days shall be reserved for scheduled workshops. One will be during "Kick Off Week" and the other two mid-year. In addition, two days will be designated with half of each day for professional development/workshop and the other half of the day for preparation, grading, and curriculum development. Paraprofessionals will work the two half days and will be available in their classrooms for at least half of each of these two days to partner with teachers.

Subd. 2: Non-Student Preparation Days. Four work days shall be non-student days (one at the end of each of the four quarters for the purpose of grading and preparation for the next quarter or closing out the year) and at least two work days shall be non-student work days during the week prior to Labor Day.

Subd. 3: Adult Education Teachers may use Non-Student Preparation Days for professional development and teaming with the approval of administration.

Subd. 4: Evening Conferences. There will be no evening conference or open house expectations during the school year.

Subd. 5: 185 days, plus 2 additional days for teachers in their first year with the District, with at least: 4 Non-Student Preparation days (one at the end of each quarter), and 3 all staff meeting/professional development days. For each fiscal year covered by this agreement, employees will be allowed up to 2 (two) professional leave days. Professional leave must be requested as early as possible and at least three days in advance of the workshop/training. A copy of the proposed workshop agenda must be provided to the supervisor along with the leave request. Professional leave will be granted on a first come, first served basis as staffing allows in each program. Denial of a request for professional leave may be submitted to the Superintendent for additional consideration. Granting professional leave does not guarantee district payment for the conference workshop. (Note: request for payment of registration fees must be submitted at least two school weeks prior to the workshop.)

Section 4. Early Release Day: The District shall set one early release at the end of the school year for the purpose of recognizing teachers and other professional staff.

Section 5. Leaving the Building: On Friday, or days before a school holiday, teachers may leave school buildings after the close of the student contact portion of the day.

Section 6. Teachers Assigned to More than One Building: Teachers shall be given a reasonable time for interschool travel within their duty day. Travel time will not coincide with the teacher's duty free lunch or preparation time. The mileage rate of reimbursement for teachers whose regular teaching assignment require interschool travel within a duty day shall be at a rate uniformly established in accordance with appropriate IRS rules. Schedules of teachers who are assigned to more than one (1) school shall be arranged by the Superintendent. A teacher who believes they are required to engage in an unreasonable amount of interschool travel may have their schedule altered by the Superintendent when changes can be made which will not interfere with provision of programs to students. Such teachers shall be notified of changes in their schedules as soon as practical and, if possible, by May 1st.

Section 7: Contract Teachers as Emergency Substitutes:

Subd 1. Prep Coverage: Contract teachers assigned by the District to serve as occasional substitutes during their preparation period shall be compensated one hour at the teacher's hourly rate of pay per preparation period. Whenever possible, the immediate supervisor or building administrator, must be notified of and approve of the substitution in advance. If advance notice is not possible, the immediate supervisor or building administrator will be notified as soon as possible.

Subd. 2. Full or Partial Day Coverage: In the event a licensed substitute is not available to cover the class of a licensed teacher, if there is mutual agreement between one or more teachers and the supervisor or Superintendent, the licensed staff taking on extra duty shall be compensated at the daily sub rate of pay. If several licensed staff cover another teacher's class for the entire day while still having their classes they will split the daily sub rate of pay.

Subd. 3. Missed Duty-Free Lunch:

- (a) Teachers in Career & Technical Education (CTE) programs who are not afforded a duty-free lunch period of thirty minutes between the hours of 10 AM and 1 PM shall be paid .5 hours at their daily rate of pay upon submission of a timesheet approved by their supervisor. This provision applies when established schedules are changed due to member district schedule changes. This provision does not apply to CTE programs with two or more licensed teachers who may take staggered lunch breaks.
- (b) If a full-time non-CTE teacher is required by their supervisor to work during their duty-free lunch, they shall be paid .5 hours at their daily rate of pay upon submission of a timesheet approved by their supervisor.

Section 8: Teacher Preparation Time: With the exception noted below for CTE programs, full-time teachers will be provided preparation time in compliance with Minn. Stat. § 122A.50:

- (a) Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the District and the Exclusive Representative.
- (b) Teachers in Career Technical Education (CTE) Programs shall receive preparation time during the student instructional day of an average of 250 minutes per five day week or pro-rated for a week of less than five days.
- (c) Part-time teachers will receive a pro rata amount of teacher preparation time.

Section 9. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program. The specific hours of each building will be designated by the District.

Section 10. Emergency Closings: As a general rule, programs run by the District follow the schedule (in terms of late start, early release, and school closing) of the member district in which the District program is located. If there is an emergency situation limited to a District program or building, the decision to close school shall be made by District administration. If emergency closings reduce student contact hours below minimum state requirements, the time must be made up in a manner approved in writing by District administration.

During an emergency closing, staff may utilize illness/bereavement leave or, if determined safe and thereby allowed by District administration, staff may report to their worksite for all or a portion of the work day rather than utilize illness/bereavement leave. Licensed staff may also, with prior notice to their supervisor, work remotely in lieu of reporting to their worksite or taking leave.

Section 11. Late Start for Students: When conditions make it necessary for students to arrive after the normal start of the school day, individual teachers are encouraged to report at the normal starting time or as soon as safely possible thereafter. Teachers shall report at least by the time appropriate for an orderly arrival of students and should not interpret this provision to mean an automatic two hours after the normal start time of the teacher.

Section 12. Early Release: When conditions make it necessary for students to be sent home from school early, teachers shall remain until an orderly dismissal of students has been completed.

ARTICLE VII. **PAY**

Section 1. Status of Salary Schedules: The salary schedules shall not be construed as part of a teacher's continuing Agreement. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed. A teacher's advancement is subject to the right of the District to withhold increments, lane changes, or other salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure. The District shall give written notice and the reason for such action.

Subd. 1. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the deduction will be based on the teacher's pro-rated hourly rate.

Subd. 2. Longevity Pay:

- (a) Full-time teachers entering their first year of tenure or fourth year of employment (whichever comes first) will receive a \$1,000 one-time only stipend payable in September of the teacher's first year of tenured employment.
- (b) Full-time teachers, entering the 5th consecutive year of employment will receive a \$1,000 one-time only stipend, payable in September of the 5th (fifth) year of employment.
- (c) Full-time teachers, entering the 8th consecutive year of employment will receive a \$1,000 one-time only stipend, payable in September of the 8th (eighth) year of employment.

Subd. 3. Cumulative Longevity Pay:

- (a) Full-time teachers entering the 16th consecutive year of employment will receive an additional \$2000 on the salary schedule.

- (b) Full-time teachers entering the 20th consecutive year of employment will receive an additional \$2500 on the salary schedule.
- (c) Full-time teachers entering the 25th consecutive year of employment will receive an additional \$1500 on the salary schedule.
- (d) Full-time teachers entering the 30th consecutive year of employment will receive an additional \$1,000 on the salary schedule.

Section 2. Lane Advancement:

Subd. 1. Germane and Curriculum: Credits to be considered for application on any lane of the salary schedule must be germane or related to the teaching assignment as determined and approved by the Superintendent in advance. Such approval must be obtained in writing in advance of taking the course. These credits must be upper division college credits or graduate credit or through inservice/continuing education credits outside of the school day. Ten (10) hours of inservice/continuing education units shall be equal to 1 credit. In addition, audiologists, occupational therapists and physical therapists, who have earned the Neurodevelopmental Treatment Certification, Sensory Integration and Praxis Test Administration Certification, or other specialized certifications which normally would be identified as inservice credits, may have such credits evaluated and applied for salary lane change. No workshops paid for by the District may be counted toward lane advancement.

- The Occupational Therapists may earn a majority of their credits in in-service/continuing education units outside of the school day. A minimum of four of these credits must be graduate level college credits.
- A teacher in the Career and Technical Education program who has obtained a Career and Technical Education license may earn all of their credits in in-service/continuing education units outside of the school day.

Subd. 2. Substitute Teachers: Casual substitute teachers who work less than thirty (30) days shall be paid the casual substitute daily rate of pay pursuant to District policy. Long term substitute teachers who meet the definition of “public employee” under Minn. Stat. § 179A.03, Subd. 14 shall be paid a minimum of the BA Step 1 pro rata hourly rate of pay and shall receive other benefits under the Master Agreement on a pro rata basis.

Subd. 3. Lane Changes: Applications due to qualified lane changes shall be made to the Superintendent by submission of an official transcript by October 1 for credits completed by September 1, and February 15 for credits completed by February 1 of each year. Lane changes submitted by October 1 shall be effective for the first half of the school year as determined by the number of teacher duty days in the calendar, and lane changes submitted by February 15 shall be effective for the second half of the school year.

Section 3. Non-Degreed Teachers—Initial placement on salary schedule and Professional Growth Salary:

Subd. 1. Initial placement upon hire: Initial lane placement of non-degreed teachers will be in the BA lane of the district's salary schedule. Initial step placement of non-degreed teachers will be determined by the district based on the individual teacher's relevant experience.

Subd. 2. Lane Advancement: A teacher in the Career and Technical Education program who earns a Career and Technical Education license may submit proof of receipt of the license. Upon verification of obtaining the license, the teacher will be moved to the next lane on the salary schedule, if the teacher was responsible for paying the cost of the credits necessary for said license provided the movement does not place the teacher into the MA, EDS, or PhD lanes. In the alternative, a teacher in the Career and Technical Education program may request that the District pay the cost of college/university credits necessary to obtain a Career and Technical Education license, but may not use these credits for lane

advancement. Submission of credits/license obtainment will be under the same dates and deadlines as under the "Lane Change" clause of this contract.

Subd. 3. Professional Growth Salary Earned: Existing professional growth salary currently paid to degreed and non-degreed teachers will not be affected. Degreed teachers shall not be eligible for additional professional growth salary upon ratification of the 2009-2011 Master Agreement.

Section 4. Placement on Appropriate Salary Schedule:

Subd. 1. Credit for Prior Experience: A teacher who has had experience in other school systems shall receive credit for such past teaching experiences on a year-for-year basis.

Subd. 2. Experience Credit: To receive a year of credit for experience, teachers must work at least one-half of the total number of duty days as specified in the school calendar.

Section 5. Additional Assignments: Teachers who supervise school board approved student clubs and are assigned additional assignments shall be eligible to receive additional compensation according to the following schedule:

Department Head	\$1500/year
Licensed School Nurses	\$2000/year
Supervising Social Worker	\$1500/year
Lead FFA Advisor	\$2000/year
Lead Skills USA Advisor	\$2000/year
State Skills USA Advisor	\$1000/year
HOSA Advisor	\$1000/year
Program Skills USA Advisor	\$500/year
MAAP Stars Advisor	\$500/year

Additional assignments are not considered part of a teacher's continuing contract. If additional student organizations or clubs are approved by the board and not listed above the teacher shall be compensated by the summer school and extended day rates of pay.

Extra assignments associated with additional compensation shall not be construed to be part of the teacher's continuing conditions of employment, assignment or contract.

Section 6. Pay for Degrees, Roles, and Licenses:

Subd. 1. Consulting Psychologist: The person licensed for and designated Licensed/Consulting Psychologist by the Superintendent will be compensated \$2,300 beyond the basic salary at the appropriate step, for additional duties and responsibilities for each school year.

Subd. 2. National Board Certification: A District employee who has attained and continues to maintain National Board Certification from the National Board for Professional Teaching Standards shall be compensated \$1,000 annually beyond the basic salary at the appropriate step. This includes Nationally Certified School Psychologists and Speech & Language Pathologists who hold a current certificate of clinical competency.

Subd. 3. Supervising Social Worker: A person licensed as an independent clinical social worker meeting Board of Social Work supervision requirements will be compensated \$1500 beyond the basic salary at the appropriate step, for additional duties and responsibilities for each school year for each social worker supervised.

Subd. 4. Supervising School Psychologist: A person licensed as a school psychologist who supervises school psychology interns will be compensated \$1,500 beyond the basic salary at the

appropriate step, for additional duties and responsibilities for each school year for each intern supervised.

Subd. 5. Naloxone Coordinator: District Policy 516.5 requires the identification of a Naloxone Coordinator and sets forth the responsibilities of this person. If this person is a member of the bargaining unit, they will be compensated \$3,000 beyond the basic salary at the appropriate step, for additional duties and responsibilities for each full school year they undertake this responsibility. This compensation will be prorated if a person fulfills this role over a part of the school year. This is a voluntary assignment and cannot be forced upon a member of the bargaining unit.

Section 7. Salary Check Pay Dates:

Subd. 1. Pay Dates: Each teacher on the teachers' salary schedule will be paid on a twenty-four (24) pay period basis. Checks will be issued on the 15th and last day of each month. If a pay date falls on a weekend or district holiday, checks will be issued on the last business day preceding the said pay dates. When such payment will result in salary in advance of the performance of service, the entire salary check will be deferred until the next pay date.

Section 8. Mileage Reimbursement: Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school building per day shall be reimbursed for all such travel at a rate established by the District for all driving done between the first duty location and subsequent duty locations within the same day. Teachers who have written prior approval of the Superintendent to use their personal automobiles on District business outside the District shall be reimbursed at the established rate from home and return to home at the end of the day when travel is not within the area of the cooperating schools.

Section 9. Recruitment Stipend: A referral incentive/finder's fee will be provided to employees that refer a new staff member who is not currently employed by SWMetro. The \$100 Stipend shall be paid when the new employee returns for the first day of their second year of employment. The new employee application will have a space to note if a current SWMetro employee referred the new hire. If the new hire notes a referral from two or more SWMetro employees, the stipend would be split between the referring SWMetro employees.

ARTICLE VIII. **UNREQUESTED LEAVE OF ABSENCE**

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

Section 2. Definitions:

Subd. 1. For purposes of this article, the terms defined shall have the meanings respectfully ascribed to them.

Subd. 2. "Teacher" shall mean those members of the unit as defined in Article III.

Subd. 3. "Qualified" shall mean a teacher who, in addition to the state license, is licensed in the specialty area in which the teacher is employed.

Subd. 4. "Seniority" shall have the meaning described in Article IX.

Section 3. Unrequested Leave of Absence:

Minn. Stat. § 122A.40 addresses Unrequested Leaves of Absence and governs all actions under this section.

Subd. 1. The Board may place on unrequested leave of absence 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 years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if they fail to file a written statement requesting reinstatement with the Board, by April 1st of each year. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the Board.

Subd. 2. Teachers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority. No teacher shall be placed on unrequested leave if there is any other appropriately licensed teacher with less seniority.

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

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Subd. 6. Any challenge by a teacher who is proposed for unrequested leave of absence or recall there from shall be subject to the hearing and review procedures as provided in Minn. Stat. § 122A.40 Subd. 11 and elsewhere under the law. If this results in placing a teacher in a substantially different grade level or disability area, efforts will be made to match said teacher with a veteran teacher in the area for consulting assistance.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the District while any teacher holding an appropriate license is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the District in the program in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file their name and address with the District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for an appropriately licensed teacher on unrequested leave the District shall notify the teacher by registered mail and such teacher shall have 15 days from the date of receipt of such notice to accept the re-employment. Failure to accept in writing within such 15 days period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and the teacher shall forfeit any further reinstatement or employment rights.

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

Subd. 5. If a teacher has not taught in the licensed area within the previous 5 years the teacher will attend training sessions as mutually agreed upon by the supervisor and teacher.

Section 5. Procedure: Any challenge by a teacher who is proposed for unrequested leave of absence shall be subject to the hearing procedures as provided in Minn. Stat. § 122A.40, and therefore, shall not be subject to the grievance procedure.

ARTICLE IX. **SENIORITY**

Section 1. Seniority: "Seniority" means continuing contract qualified teachers according to licensure commencing with the first day of actual service in the district and shall exclude probationary teachers, teachers who are acting incumbents for teachers on authorized military or other similar leaves of absence. In determining length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the Board and the teacher, without interruption of regular service, shall retain their original seniority date. A teacher who becomes an administrator within the District and subsequently returns to a teaching position under this contract, without interruption of regular service to the District, shall retain their original seniority date but shall not have bumping rights until after one full school year of service under this contract.

Section 2. Preparation: The District shall annually cause two seniority lists (by name, date of employment, license and FTE status) to be prepared from its records: one seniority list for continuing contract teachers hired under Minn. Stat. § 122A.40, including occupational and physical therapists (OTs and PTs), and one for adult basic education (ABE) teachers hired under Minn. Stat. § 122A.26. Each list shall be presented to the Board at the August Board meeting and sent electronically to all staff by September 1st of each year. Probationary teachers hired under Minn. Stat. § 122A.40 will not be placed on the continuing contract teacher seniority list until they achieve continuing contract status. Upon receiving continuing contract status said probationary teachers shall be placed on the seniority list based on their first date of service.

Section 3. Tie Breaking: Seniority shall be determined by the first day of service. If teachers have the same first day of service:

- The 1st tie-breaker will be the teacher who signed their first contract with District at the earlier date if that date is known and available for all teachers tied due to having the same first day of service.
- The 2nd tie-breaker will be the teacher with higher (farther right) contract lane placement at the time the seniority list is posted annually.
- The 3rd tie-breaker will be the teacher who has the lower file folder number on their Minnesota Teacher's License.

Section 4. Request for Change: Any teacher whose name appears on either list and who may disagree with the order of seniority in said list shall have ten (10) business days from the date of posting to supply written documentation, proof, and request for seniority change to the District.

Section 5. Final List: Within ten (10) business days of timely submission of a Request for Change by a teacher, the District shall investigate and evaluate all documents submitted by the teacher regarding the order of seniority contained in said lists and may make such changes the District deems

warranted. Final seniority lists shall thereupon be prepared by the District. As per Minn. Stat. § 122A.40 Subd.11, the annually revised list for continuing contract teachers shall govern the application of unrequested leave of absence until thereafter revised.

Section 6. Bumping: There shall be two (2) seniority lists of teachers. One for continuing contract teachers hired under Minn. Stat. § 122A.40, including occupational and physical therapists (OTs and PTs), and one for ABE teachers hired under Minn. Stat. § 122A.26.

Subd.1. Teachers who were hired under Minn. Stat. § 122A.40 shall not exercise bumping rights over ABE teachers hired under Minn. Stat. § 122A.26.

Subd. 2. Teachers who were hired under Minn. Stat. § 122A.26 shall not exercise bumping rights over teachers hired under Minn. Stat. § 122A.40. Teachers who were hired under Minn. Stat. § 122A.26 shall be placed on layoff and recalled based on the educational needs of the program, with consideration given to the teacher's seniority.

Subd. 3. Probationary teachers and staff not licensed by the Minnesota Department of Education shall not exercise bumping rights over teachers hired under Minn. Stat. § 122A.26 or under Minn. Stat. § 122A.40.

Section 7. Dropping of Licenses: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned in order to acquire a different assignment. If a teacher initiates the dropping of the license which qualified the teacher for the teacher's current assignment, the District may place the teacher on unrequested leave of absence, and the teacher shall have no bumping rights or realignment rights in another licensure area during the school year following the school year in which the teacher dropped the license.

Section 8. 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 therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

ARTICLE X. **TRANSFERS, REASSIGNMENTS AND VACANCIES**

Section 1. Transfers and Reassignment:

Subd. 1. A teacher will receive written notification of personnel transfer and re-assignment from the District. A teacher will then have five (5) business days from receipt of notice to schedule a meeting with the supervisor and/or Superintendent. A teacher who desires a change or transfer in program assignment will give a written statement of such desire to the Superintendent by April 1. Such statement will include the program to which the teacher desires to be assigned. The teacher will be informed of the decision in writing in a timely manner, but not later than May 15. The final determination of all requests for re-assignments and/or transfers rests with the District.

Subd. 2. If a teacher has not taught in the licensed area within the previous 5 years the teacher will attend training sessions as mutually agreed upon by the Coordinator and teacher.

Section 2. Vacancies and New Positions: If a current position becomes open, or if the District gains Board approval to fill a newly created position, current staff will be notified via work email and district web site along with posting in common areas such as the staff work room/lunch area/main bulletin board. Staff will be given at least five (5) business days to express interest in the position. Postings will include an application cutoff date. No later than May 1st of each year, the Superintendent

will furnish all staff with a list of the known vacancies that will occur during the following school year. Any teacher may apply for any vacancy for which they are licensed by filing a notice of interest in assignment to the position with the Superintendent no later than the application cutoff date. The Superintendent shall consider all timely applications for the vacancy before making any recommendations to the Board. The teacher shall be informed in writing of the decision by May 15. The final determination of all requests and transfers rests with the Board, and its decision shall be final and binding. The Board reserves the right to make changes and adjustments in the teacher's assignments consistent with the needs of the educational program.

ARTICLE XI. **INSURANCE**

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

Section 2. Health, Hospital and Dental: The District shall contribute an annual sum of \$9,320 toward the single premium, \$10,420 toward the employee plus one premium, or \$12,220 toward the family premium for each full-time teacher employed by the District who qualifies for and is enrolled in the District's group health-hospitalization and/or dental plans. District Contributions toward insurance for less than full time and/or less than full school year employees will be pro-rated. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Each teacher may choose from the plans offered by the Selected Carrier. In the event that the teacher selects a group health-hospitalization and dental plan for which the annual premium is less than the District's contribution, the District will deposit the difference between the Employer contribution and the amount of the annual premium into the teacher's health savings account or flex accounts up to IRS limits. Additional terms and conditions for insurance review Appendix 2.

When two spouses are both employed by the District, they each individually are entitled to a full single contribution to a health-hospitalization and dental plan and they each must be enrolled in a health-hospitalization plan. If one spouse elects family or single plus one coverage, the other spouse may be enrolled on the family or single plus one plan and, if they do so, the District will add a single contribution to the family contribution or single plus one contribution; or the other spouse may retain single coverage. If the spouses are members of different bargaining units, options under this clause are governed by the respective insurance contracts.

Section 3. Life Insurance: The District shall provide group term life insurance protection in the amount of \$100,000.00 for full-time teachers in the District. The policy will also provide for double indemnity payment in the event of a teacher's accidental death, and settlement on the policy will be made with the teacher's designated beneficiary, if any, otherwise to the teacher's estate. A teacher's benefit will be reduced by 65% at age 70, 50% at age 75.

Section 4. Long-Term Disability Insurance: The District shall provide a long-term disability insurance program for full-time teachers in the District. The long term disability insurance will provide 2/3 (two-thirds) of the teacher's salary after the teacher has been absent for 60 days due to illness and/or disability.

Section 5. Duration of Insurance Contributions: A teacher is eligible for District contribution as provided in this article as long as the teacher is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease except that a teacher who has completed a full year shall be eligible for twelve (12) months of contribution.

Section 6. Single Coverage Required: All eligible full-time teachers will be required to take single,

single + 1, or family medical coverage under one of the District's group health and hospitalization plans.

Section 7. Retiree Insurance:

Subd. 1. General: Teachers who have retired with at least ten (10) years of continuous service with the District and who have attained the age of fifty-five (55) may continue in the District group health-hospitalization/group and dental plan coverage contingent upon carrier agreement until they reach the age of eligibility for Medicare. Only those teachers who meet the above qualification shall be eligible for board contribution toward such insurance coverage.

Subd. 2. Contribution: For persons retiring on or after July 1, 2015, the amount of such board contribution shall not exceed \$250.00 per month toward insurance premium and shall in no event continue beyond the retired teacher reaching eligibility for Medicare coverage. It is the responsibility of the teacher to make arrangements with the business office to pay to the District the monthly premiums in advance and on such date as determined by District.

Subd. 3. Insurance Coverage:

Paid Leave of Absence: The District will continue to make insurance contributions as provided herein for a teacher on paid leave from the District, under section 1 of this Article or supplemented by sick leave pursuant to section 2, until the sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Unpaid Leave of Absence: A teacher on unpaid leave is eligible to continue to participate in group insurance programs. The teacher shall pay the entire premium for such insurance, commencing with the beginning of the unpaid leave, and shall pay to the District the monthly premium in advance, except as otherwise provided in this Article.

District Contribution: The district contributions set forth in Section 2 above are for full-time teachers. The district contributions for less than full-time teachers shall be prorated.

ARTICLE XII. **LEAVE**

Section 1. Illness and Bereavement Leave:

Subd. 1. Each teacher shall receive seventeen (17) days of paid illness/bereavement leave per year/extended year at the beginning of each school year. Part time teachers will earn leave under this provision on a pro rata basis.

Subd. 2. Illness/bereavement leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability including mental or physical illness, injury, or health condition; the need for medical diagnosis, care or treatment; or need for preventative medical or health care which prevented their attendance at school and performance of duties on that day or days.

A teacher may use illness/bereavement leave days to provide direct care for others with a mental or physical illness, injury, or health condition; who need medical diagnosis, care or treatment; or who need for preventative medical or health care, including: parent, stepparent, grandparent, sibling, adult child, spouse, domestic partner, and non-dependent children or others.

A teacher may use illness/bereavement leave days when their absence is due to domestic abuse, sexual assault, or stalking of the employee or employee's family member provided the absence is to:

- (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
- (ii) obtain services from a victim services organization;
- (iii) obtain psychological or other counseling;
- (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
- (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

A teacher may use illness/bereavement leave days when their absence is due to emergency closure of the district or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.

A teacher may take up to 12 weeks of unpaid leave for the birth or adoption of a child. In the alternative, a teacher may use up to 12 weeks of paid leave (personal, vacation, and/or illness/bereavement leave) for the birth or adoption of a child provided they retain at least 5 illness/bereavement days at the end of the paid leave period. If the end of the leave period coincides with the end of the teacher's contract year, there would be no requirement to retain any illness/bereavement leave. A teacher's use of less than 12 weeks of paid leave does not negate their ability to take the balance of their 12 weeks of leave unpaid. If both parents are employees of the district, they may each use up to 12 weeks of leave as outlined above for the birth or adoption of a child, provided such leave is sequential and not simultaneous.

Subd. 3. Unused illness and bereavement leave may be accumulated to a maximum of 155 days.

Subd. 4. If an employee has 61 or more banked illness/bereavement leave days (488 hours) following the last day of the teacher's fiscal year, the employee can elect to convert the equivalent of two day's pay at the employee's then current daily rate of pay to an employee elected deferral into their district 403b plan, to the extent allowed by law. The deposit does not require an employee matching contribution and is above and beyond any other district matching 403b contributions. If it is later determined that a 403b deposit cannot be made without a matching deposit, the stipend will be paid directly to the employee who will be encouraged to deposit the stipend into a 403b account.

Subd. 5. When an employee uses earned sick and safe time for more than three consecutive days, an employer may require reasonable documentation that the earned sick and safe time is covered.

- (a). Reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time.
- (b). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered by the statute.

Section 2. Personal Leave:

Subd. 1. Each full-time teacher will be allowed two (2) personal leave days that may be used throughout the contract year.

Subd. 2. A teacher must notify administration in writing three days prior to using the personal day of absence. Failure to get a three (3) day advance prior approval may result in the teacher not being able to use the personal day of absence at that time. Granting of the personal day of absence will be at the discretion of the District.

Subd. 3. Any unused personal days of absence will accrue and be paid at the teacher's daily rate of pay at separation from employment.

Subd. 4. A teacher may carry over unused personal days to the next school year. At no time will accumulated days exceed 5 total days.

Subd. 5. A teacher may use up to five (5) accumulated personal leave days (consisting of 2 personal leave days from the current year and the remainder from personal days accrued from previous years) during any one school year, either consecutively or not.

Section 3. Family and Medical Leave Act: In addition to other leaves and benefits provided for in this Master Agreement, teachers may take leaves mandated by state and federal laws, including the Family Medical Leave Act (FMLA). FMLA leaves shall run concurrently with any of the other leaves provided for in this Master Agreement. (Note: A copy of the United States Department of Labor's Notice to Employees of Rights Under the FMLA is available on the District's website or by contacting the Human Resources Department.)

Credit: No credit for pay purposes or other benefits shall accrue for the period of time that a teacher was on unpaid leave.

Section 4. Unpaid Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the District immediately after birth or adoption of the child, subject to the provisions of this section, to one (1) teacher-parent of a natural or adopted child, provided such teacher-parent is caring for the child on a full-time basis. In cases of adoption where extensive travel is necessary prior to custody of the child, the teacher may be granted reasonable unpaid personal leave of absence to conduct travel activities required to complete the adoption.

Subd. 2. Request: A teacher making application for child care leave shall inform the Superintendent in writing of the intention to take the leave as soon as possible but no later than 2 calendar months before commencement of the intended leave.

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

Subd. 4. Date of Leave: 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, i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the District in the timing of a child care leave or the duration thereof.

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

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

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position for which licensed and qualified unless previously discharged or placed on unrequested leave of absence.

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

Subd. 8. Salary and Fringe Benefits: A teacher on unpaid child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provision but shall pay the entire premium for such benefits as the teacher wishes to retain. The right to continue to participate in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section except as provided by state and federal law.

Section 5. Adoption Leave:

Subd. 1. An adoption leave without pay may be granted by the District under the provision provided in Unpaid Childcare Leave.

Subd. 2. A teacher making application for adoption leave shall inform the Superintendent in writing of intention to take the leave as far in advance of the leave as possible, preferably three (3) calendar months before commencement of the intended leave.

Section 6. General Unpaid Leaves of Absence: After three (3) years of continuous employment at the District and after reaching continuing contract status, a teacher is eligible to apply for up to one year of leave without pay. Request for leave must be submitted to the Governing Board for approval prior to April 1 of the year the leave takes effect, and must include reasons and the date of return. Requests submitted after this deadline may be considered to the extent a qualified substitute can be secured. Each request for leave will be approved at the Board's discretion. Seniority will be given preference. Notification by the teacher of intent to return should be given by April 1 of the year returning. An extension to the leave time permitted under this section may be requested by a teacher and approval may be granted at the Governing Board's discretion. Teachers who fail to return at the end of the granted leave will lose their right of employment and all benefits.

Section 7. Military Leave: Military leave shall be granted to all teachers pursuant to Minnesota Statute § 192 and other applicable state and federal law. Teachers on military leave shall accrue seniority and step advancement during the period of leave and have the opportunity to continue to purchase life insurance at the employee's cost to the extent permitted and in accord with the District's insurance carrier and policies.

Section 8. Unpaid 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 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. Teachers who fail to return at the end of the granted leave will lose their right of employment and all benefits.

Section 9. Jury Duty Leave: 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 District, less the mileage per diem and other expenses regulated by State guidelines.

Section 10. Sabbatical Leave:

Subd. 1. Application and Selection: A teacher who has been employed full time as a teacher for seven (7) consecutive years in the District may apply for sabbatical leave. This leave is to be for one

(1) year in length for the purpose of professional growth. Sabbatical leave may be granted at the discretion of the Board. The approval or disapproval of such leave by the Board shall be final and binding and shall not be subject to the grievance procedure. The applicant may re-submit application for such leave the following school year.

Subd. 2. Status of Teacher While on Leave: Sabbatical leave shall be without pay. During the leave the teacher shall be on continuing contract, but shall not accrue leave or other benefits. The teacher shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions, but the teacher shall pay the entire premium for such insurance programs. The teacher may engage in other remunerative activities and may accept grants or fellowships.

Subd. 3. Return from Sabbatical Leave: A teacher, upon completion of sabbatical leave, shall return to their former position or to a position of like nature and status, and shall be continued at the same seniority on the salary schedule as if they had taught in the District during such period.

Section 11. Payroll Deductions: Teachers absent in excess of leave provisions during the school year shall have their salary reduced pro-rata to reflect these absences.

ARTICLE XIII. **SEVERANCE PAY**

Section 1. 403 (b):

Subd. 1. General: All full-time teachers will be eligible to participate in the 403(b) matching program at the commencement of the school year.

Subd. 2. Eligibility: Teachers who began their first year with the District prior to September 1st are eligible to participate in the matching program in addition to the severance program. Should these teachers participate in the District 403(b) matching program and become eligible for severance pay the total matching contribution will be subtracted from the severance amount.

Subd. 3. Participation Deadline: Eligible teachers must use the 403(b) matching program selected by the district. Application for participation may be made by eligible teachers at any time during the school year.

Subd. 4. FICA: The District will pay its matching share of FICA taxes as provided for the Minnesota Deferred Compensation legislation.

Subd. 5. Matching: The District will match eligible teacher contributions up to the following amounts:

- \$1,000.00 yearly for teachers upon hire through completion of the fifth (5th) year of service in the District.
- \$1,300.00 yearly for teachers entering the sixth (6th) year of service in the District through tenth (10th) year of service.
- \$1,800.00 yearly for teachers entering the eleventh (11th) year of service in the District through fifteenth (15th) year of service.
- \$2,000.00 yearly for teachers entering the sixteenth (16th) year of service in the District through twentieth (20th) year of service.
- \$2,500.00 yearly for teachers entering the twenty-first (21st) year of service in the District and

beyond.

Subd. 6. Matching Eligibility: Teachers on unpaid General or Family Leaves may not participate in the District 403(b) matching program while on leave.

Subd. 7. Applicable State and Federal Laws: The District 403(b) Plan is subject to the rules of the State of Minnesota Deferred Compensation Program as entitled under MN State Statute 352.96 and IRS Code Section 457.

ARTICLE XIV. **GRIEVANCE PROCEDURE**

Section 1. Definitions and Interpretations:

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement between the Exclusive Representative and the District as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Subd. 2. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 3. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A “working day” is defined as a teacher’s duty day.

Subd. 4. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 5. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served and signed for, or if it bears a postmark of the United States Postal Service within the time period.

Section 2. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the District's designee.

Section 3. Adjustment of Grievance: The District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner:

Subd. 1. Informal Discussion: A documented meeting concerning the grievance issue between the teacher(s) and the appropriate administrator, after an alleged infraction occurs, shall constitute an informal discussion.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt

of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved at Level I, the decision rendered may be appealed to the Superintendent or the Superintendent's designee, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. Within fifteen (15) days after proper and timely service of the appeal, the Superintendent or the Superintendent's designee shall hear the grievance. Within ten (10) days after the meeting, the Superintendent or Superintendent's designee shall issue their decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved at Level II, the decision rendered may be appealed to the Board, provided such appeal is filed in writing within five (5) days after receipt of the Level II decision. If a grievance is properly appealed to the Board, it shall hear the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report the findings and recommendations to the Board. The Board shall then render its decision. These timelines may be extended by mutual agreement of the parties.

Section 4. Time Limits: A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of a representative of the district to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

Section 5. Arbitration Procedures: In the event that the teacher and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved teacher(s) or by an authorized representative of the Exclusive Representative, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, one or both of the parties must request the Commissioner of the Bureau of Mediation Services to submit a panel of arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

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

- (1). The issues involved.
- (2). Statement of the facts.

- (3). Position of the grievant.
- (4). The written documentation relating to Section 5, Article XVIII of the grievance procedure.
- (b). The District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd 6. Decision: The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' 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. When the parties agree regarding the need for a transcript, they shall bear equally the expense of the same. Where there is no agreement regarding the necessity of a transcript, the requesting party shall bear the cost of the transcript. Other expenses, such as the arbitrator and any other services, on which the parties mutually agree are necessary for the conduct of the arbitration, shall be borne equally.

Subd. 8: Extension: Upon agreement from both parties an extension would be granted but it would not exceed 10 days.

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Master Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Master Agreement or to enforce the award of an arbitrator.

ARTICLE XV. **DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2025, and thereafter until mutual modifications are made pursuant to PELRA. All provisions of this Agreement shall be retroactive to July 1, 2023 unless stated otherwise. 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 March 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: The Agreement constitutes the full and complete Agreement between the 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, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement shall not be open for 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 provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVI.

SALARY SCHEDULE - EXTRA DUTY

Subd. 1. Curriculum rate of pay shall be \$30.00 per hour.

Subd. 2. Inservice Presentation

District staff who are either asked to provide training or receive approval to offer a training shall be compensated according to District policy for their work to the extent the training is to be provided outside the trainer's contract. The following will apply unless increased by board policy.

- Staff shall be compensated \$85 per hour of presentation for a single presenter.
- If multiple staff are presenting material, compensation shall be at the rate of \$120 per hour which shall be apportioned by mutual agreement of the presenters and District administration prior to the presentation.
- Preparation time is included in the presentation rate.
- If staff are asked to develop materials to be used at the presentation, reimbursement for developing the training module must be agreed upon in advance by District administration for additional hours at the single presenter training hourly rate.

Subd. 3. Special Education Extended School Year

All teachers, including licensed social workers, psychologists, and therapists, who perform services beyond the regular school year during the summer months will be paid a pro-rata per diem rate of pay provided they are performing services under an extended contract or if they meet all of the following three criteria.

- (a). The teacher was employed by the District during the school year prior to or the school year after the summer for which services are to be performed.
- (b). The District will make every effort to notify teachers of summer employment opportunities by April 1. The teacher must commit to the summer employment within two weeks of being offered an extended year position. The Board retains all its discretion under to determine District programs, staffing, personnel, and offers of contracts and extended contracts.
- (c). The teacher fulfills one of the following:

I. Teachers. The teacher must be teaching or performing services for substantially the same students from the same programs during the summer as they were either the school year before or after the summer session involved.

II. Social Workers and Psychologists. The social worker and psychologist must be performing the same duties in the same programs during the summer as they performed either

immediately before or immediately after the summer session involved.

III. Occupational, Physical and Speech Therapists. Occupational, physical and speech therapists must be performing prescriptive IEP remediation services (medical orders) during the summer session.

Subd. 4. Summer School and Extended Day

Teachers who work summer teaching assignments shall be paid at 100% of their per diem rate of pay.

Note: Teachers assigned to work in the summer providing services to students pursuant to a student's IEP or serving students at a Care and Treatment facility will be paid their per diem rate.

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

Board Representative

Lead Teacher Negotiator

Board Representative

Teacher Negotiator

Superintendent

Teacher Negotiator

Teacher Negotiator

Teacher Negotiator

Appendix 1 Salary Grids

*Includes non-degreed teachers.

**Semester Credits.

*** Teachers who have completed the 16th step shall receive an additional compensation of \$1100 annually commencing the school year following completion of the 16th step and each year thereafter. This additional compensation shall be pro-rated for eligible teachers less than 1.0 FTE.

****If annual rate of pay is currently higher than the annual rate shown on this grid, your salary would continue at the higher annual rate until the salary in the cell catches up to the employee's current salary.

2023-24 Licensed Teacher Salary Schedule FY24

	BA/Non-Degreed	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45/EdS	PHD
STEP	1	2	3	4	5	6	7	8	9	10
1	45,354	46,359	47,707	49,055	50,752	51,728	52,703	53,679	54,654	55,629
2	46,403	47,555	49,161	50,767	52,966	54,004	55,043	56,081	57,120	58,159
3	47,451	48,751	50,615	52,478	55,179	56,281	57,383	58,484	59,587	60,688
4	48,498	49,947	52,069	54,189	57,392	58,557	59,723	60,888	62,053	63,217
5	49,547	51,148	53,523	55,901	59,606	60,835	62,063	63,291	64,520	65,748
6	50,595	52,406	54,975	57,613	61,820	63,111	64,402	65,694	66,985	68,277
7	51,643	53,662	56,430	59,325	64,033	65,388	66,742	68,097	69,452	70,806
8	52,692	54,918	57,884	61,036	66,246	67,664	69,082	70,501	71,918	73,337
9	53,740	56,175	59,337	62,747	68,460	69,941	71,422	72,903	74,385	75,866
10	54,788	57,431	60,791	64,459	70,673	72,218	73,762	75,306	76,851	78,395
11	54,788	58,687	62,418	66,442	72,886	74,494	76,102	77,710	79,318	80,926
12	54,788	58,687	63,699	68,175	75,099	76,771	78,442	80,113	81,784	83,455
13	54,788	58,687	63,699	69,594	77,314	79,047	80,782	82,516	84,250	85,984
14	54,788	58,687	63,699	69,594	79,527	81,324	83,122	84,919	86,716	88,514
15	54,788	58,687	63,699	69,594	81,740	83,600	85,462	87,323	89,183	91,044
16	54,788	58,687	63,699	69,594	83,953	85,877	87,801	89,725	91,650	93,574

2024-25 Licensed Teacher Salary Schedule FY25

	BA/Non-Degreed	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45/EdS	PHD
STEP	1	2	3	4	5	6	7	8	9	10
1	48,076	49,141	50,569	51,998	53,797	54,831	55,865	56,899	57,933	58,966
2	49,187	50,408	52,110	53,813	56,144	57,244	58,346	59,446	60,547	61,648
3	50,298	51,676	53,652	55,627	58,490	59,657	60,826	61,993	63,162	64,329
4	51,408	52,944	55,193	57,441	60,836	62,071	63,306	64,541	65,776	67,010
5	52,519	54,217	56,734	59,255	63,182	64,485	65,787	67,089	68,391	69,693
6	53,631	55,550	58,274	61,070	65,529	66,898	68,266	69,635	71,004	72,374
7	54,742	56,882	59,816	62,884	67,875	69,311	70,747	72,183	73,619	75,055
8	55,853	58,213	61,357	64,698	70,221	71,724	73,227	74,731	76,233	77,737
9	56,964	59,545	62,897	66,512	72,568	74,138	75,707	77,277	78,848	80,418
10	58,076	60,877	64,439	68,327	74,914	76,551	78,188	79,825	81,462	83,099
11	58,076	62,208	66,163	70,429	77,259	78,964	80,668	82,372	84,077	85,781
12	58,076	62,208	67,521	72,266	79,605	81,377	83,149	84,920	86,691	88,462
13	58,076	62,208	67,521	73,769	81,952	83,790	85,629	87,467	89,305	91,143
14	58,076	62,208	67,521	73,769	84,298	86,203	88,109	90,014	91,919	93,825
15	58,076	62,208	67,521	73,769	86,644	88,616	90,590	92,562	94,534	96,506
16	58,076	62,208	67,521	73,769	88,990	91,030	93,069	95,108	97,149	99,188

March 4, 2024
Memorandum of Understanding
Insurance Settlement 2023-25 Teacher Contract

- 30 -