

CANNON VALLEY SPECIAL EDUCATION COOPERATIVE

MASTER AGREEMENT

CANNON VALLEY UNITED EDUCATORS

JULY 1, 2021 TO JUNE 30, 2023

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ARTICLE I - PURPOSE

Section 1.

THIS AGREEMENT, entered into by the School Board of Cooperative No. 6094, hereinafter referred to as the Board pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement. Any term used in this Agreement that is also defined in the PELRA is intended to have the same definition as used in the PELRA.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Appropriate Unit

The exclusive representative shall represent all the teachers of the Cooperative including those on approved leave of absence as defined in this Agreement and the PELRA.

ARTICLE III – DEFINITIONS

Section 1. Teacher

All persons in the appropriate unit as determined by PELRA and employed by the Cooperative in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB), or in a position of physical therapist, occupational therapist, mental health professional. Teacher shall not include executive director, coordinator, confidential employees, supervisory employees, and emergency employees.

A licensed teacher hired by the Cooperative to replace an absent teacher and where the replacement teacher is employed more than thirty (30) working days as a replacement for that absent teacher.

Section 2. Full-Time Teachers

Teachers regularly scheduled to work the full teacher duty day as described in Article XI Section 1, shall be deemed to be “full-time” teachers.

ARTICLE IV – RIGHTS AND OBLIGATIONS OF THE BOARD

Section 1.

The Board 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, educational policies, and programs of the Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2.

The Board has an obligation to meet and negotiate in good faith with the exclusive representative of the teachers in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Board or its representative to agree to a proposal or require the making of a concession.

Section 3.

The Board has the obligation to meet and confer with teachers to discuss policies and those matters relating to their employment not included under the PELRA.

Section 4.

The Board shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of an appropriate teacher unit except through the exclusive representative if one is certified for that unit or as provided for in the PELRA.

Section 5.

The Board shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative or the Board has first petitioned the director for mediation services as are available under the PELRA.

Section 6.

The Board may hire and pay for arbitrators desired by the provisions of the PELRA.

Section 7.

All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, valid Rules and Regulations of the State Board of Education, and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect. This section does not incorporate federal and Minnesota law or applicable federal and state agency rules by reference into this Agreement.

Section 8.

The Board has the duty to efficiently manage the Cooperative. The primary obligation of the Cooperative is to provide students with the opportunity for an education. The enumeration of rights and duties in this Article do not exclude the inherent managerial rights and functions not expressly reserved herein.

ARTICLE V - RIGHTS AND OBLIGATIONS OF TEACHERS

Section 1.

Nothing contained in the PELRA 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 teachers 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 if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2.

Teachers shall have the right to form and join labor or teacher 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 with the Board of such unit.

Section 3.

Teachers who are professional employees as defined by the PELRA have the right to meet and confer with the Board regarding policies and matters not included under the PELRA.

Section 4.

Teachers through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their Board regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Section 5.

Teachers shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the PELRA.

Section 6.

An exclusive representative shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative has first petitioned the director for mediation services as are available under the PELRA.

Section 7. Personnel Files

Every teacher has a permanent file in the Cooperative Office. Pursuant to M.S. 122A.40, subd. 19, as amended, all evaluations and official files, wherever generated, relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request. The teacher shall have the right to reproduce any of the contents of the files and may include in the file written information in response to any material contained therein. When material involving evaluation or any performance related material or notice of reprimand or deficiency is to be placed in a teacher's file, a copy will be provided to the teacher. The Cooperative may destroy such files as provided by law, after first giving the teacher the opportunity to keep any items scheduled to be destroyed. Any teacher may submit items to his/her immediate supervisor for inclusion in the file.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules

The salary schedules of teachers covered by this Master Agreement are set forth in appendices A and B attached herewith, and are hereby incorporated as part of this Master Agreement.

A. Eligibility for Increments

Each teacher who worked more than one-half of the teacher duty days for the 2021-22 school year will be advanced one step on the salary schedule for the 2021-22 and 2022-23 school years, until the maximum step has been reached. There shall be no withholding of increments during the term of this agreement. Increments contained in the 2022-23 salary schedule will not be paid in the 2022-23 school year in the absence of an agreement between the parties covering the period from July 1, 2021 to June 30, 2023.

B. Recognition of Prior Experience

Full credit for teaching experience in other school systems shall be given at the discretion of the Executive Director.

C. National Certification

Any teacher who has achieved one of the following national certifications shall be paid a stipend of three hundred (\$300.00) dollars. This stipend shall not be considered part of the teacher's annual salary. The Cooperative will support the teacher in maintaining the national certification through approval of conferences, webinars, or other professional development opportunities mandated by the re-certification requirements.

The teacher shall provide a copy of current certification prior to September 15 of each school year. The following certifications shall apply:

- National Board of Professional Teaching
- Guidance Counselors: LPC (Minnesota Board of Behavioral Health and Therapy-Licensed Professional Counselor)
- Occupational Therapists: NBCOT (National Board for Certification in Occupational Therapy)
- Physical Therapists: ABPTS-PCS (American Board of Physical Therapy Specialties-Pediatric Certified Specialist)
- Psychologists: NASP-NCSP (National Association of School Psychologists-National Certified School Psychologist)
- Social Workers: LSW, LGSW, LISW, or LICSW (Minnesota Board of Social Work-Licensed Social Worker, Licensed Graduate Social Worker, Licensed Independent Social Worker, or Licensed Independent Clinical Social Worker)

- Speech Language Pathologists: ASHA-CCC-SLP (American Speech-Language-Hearing Association Certificate of Clinical Competence in Speech-Language Pathology)
- Behavior Consultant: Board Certified Behavior Analyst (Behavior Analyst Certification Board)

D. Continued Education Unit (CEU)

The CEU chair shall be assigned by the Cooperative for a minimum of one year; such assignment is made by the Executive Director. The specific length of the mentorship may vary and will not terminate without the mutual consent of the Executive Director and the CEU Committee.

The CEU Chair shall be provided a stipend based on Schedule C and the one-time payment will be included in the June 15th payroll. The stipend shall not be added to base pay for purposes of computing base salary for subsequent years.

Section 2. Lane Change Procedures

- A. A teacher who qualifies for a higher salary education classification will be placed upon the higher schedule based on recommendations by the Executive Director. Individual contracts will be modified prospectively to reflect qualified lane changes in accordance with the following procedures.
- Undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement.
 - To insure that the applicant is informed that undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement, both applicant and Executive Director shall sign “Declaration of Credits by New Teacher” form. Copies of this form shall then be placed in applicant’s permanent file.
 - To insure that the applicant receives lane advancement for credits earned after the date of initial employment, the applicant shall be given a copy of the “Application for Lane Change” during the hiring process. A teacher applying for a lane change shall submit a completed copy of this form to the Executive Director.
- B. When a teacher requests a lane change, a complete transcript of college credits and a list of approved local credits in quarter hours shall be submitted (credits which apply to the particular lane change) to the Executive Director before the beginning of the following quarter.
- C. The cut-off dates when teachers must submit intentions to change lanes for the upcoming quarter are published yearly.
- D. Teachers who intend to make any kind of changes in professional status must secure the proper forms and submit them before the published deadlines.

Section 3. Guidelines for the Continuing Professional Growth Program

- A. General Policies
- Credit may be earned by staff members through study initiated for one or more of the following purposes:
 - Increasing the depth of preparation in areas of specialization.
 - Broadening of liberal education in areas related to field of specialization.
 - Acquiring new skills and/or knowledge related to current developments and scholarship in field of specialization.
 - Increasing knowledge of educational methods, philosophy, child development, and psychology.
 - Preparation for new responsibilities in the Cooperative that have been or will be assigned.
 - All credits earned after a bachelor’s degree has been granted, and that are in education, in the particular teacher’s field, or in a related field will be evaluated by the Executive Director.

- c. Only those credits earned after a degree and a teaching license has been granted shall be applicable to the next lane. After the B.A. or M.A. has been granted and validated by the college, future credits earned are applied to the next lane change.
- B. Kinds of credits to be considered for evaluation:
 - a. College/University credits might include graduate credits, undergraduate credits, or degree program credits.
 - b. Technical College credits must meet the same criteria as college or local credit. It is the intent that these credits be granted for increasing skills that improve an instructor's technical competencies in the areas of his/her teaching assignment.

Section 4. Salary Payments and Deductions

Salary payments will be electronically deposited twice per month on or before the 15th and 30th of each month commencing each contract year in the month of September. In most instances electronic payments will be deposited on the Friday prior to those dates if they fall on a weekend. The Business Office will annually electronically publish a list of payroll dates for the ensuing contract year.

Teachers will be paid on a 24 payment basis with equal amounts paid beginning September 15. Payment for additional work will be made as reported by program supervisors.

Section 5. Dues Check-Off

The Board agrees to deduct dues for membership in the Association and such other deductions as are mutually agreed by the Association and the Cooperative for any individual teacher who has authorized such check-offs on the union enrollment form.

Dues deductions will be made in equal amounts from each regular salary check of the teacher for eight months, beginning in October and ending with May. The dues check-off authorization shall continue in effect until revoked in writing as specified therein. One week prior to the October payroll cut-off, the Association shall furnish the business office with a list of the appropriate deductions for each member. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following May.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President prior to October 1 of that calendar year.

ARTICLE VII – EXTRA COMPENSATION

Section 1. Mileage

Necessary and approved transportation required of any teacher in the performance of school duties shall be at the expense of the Cooperative. The mileage reimbursement rate for affected teachers shall be the rate established by the IRS, and any change in rate will be effective the first of the month following the announcement of the new rate.

Section 2. Attendance at Meetings Outside the Cooperative

Attendance of teachers at national and state meetings outside the Cooperative will be subject to the availability of funds in the teacher travel budget as may be set by the Board, which shall be separately stated from the travel budget for administrators. Such travel must be approved in advance by the appropriate program supervisor. Priority for the use of such funds should go to teachers who are officers in their respective professional groups or who must participate actively in a meeting.

Section 3. Longevity

After five (5) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$1,500.00 .

After ten (10) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$3,000.00 per year.

After fifteen (15) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$5,000.00 per year.

- A. School years during which a teacher has been on any type of leave of absence for which step increments are not granted shall not be counted as a year of employment for the purposes of determining longevity eligibility. Longevity amounts shall be prorated to the FTE portion of the teacher's individual contract.
- B. Teachers employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools and assigned to the Cooperative.
- C. This stipend shall not be considered part of the teacher's annual salary and is not negotiated within the salary schedule.

Section 4. Protective Clothing

The Cooperative shall provide protective clothing and protective eyewear for teachers in classes that require other than the ordinary clothing. The Cooperative shall also provide for the laundering and/or cleaning of such clothing. The maximum annual amount per eligible teacher is \$500.00.

Section 5. Request for Reimbursement of Personal Affects

The Cooperative will provide the "Request for Reimbursement of Personal Affects" form to be completed by staff should any personal item be damaged by a student or while performing assigned duties. A copy of the receipt replacing or repairing the item will be submitted to the Executive Director within thirty (30) days of the damage. Approval of payment shall be determined by the Executive Director.

The Cooperative shall reimburse the employee for vehicular vandalism, which occurs on the Cooperative's property. The amount reimbursed shall be based on:

The employee making a police report for damages over \$500, reporting to insurance: The Cooperative will reimburse the employee's insurance deductible

The employee not making a police report for damages under \$500, not reporting to insurance: The Cooperative will reimburse the employee after two (2) estimates have been submitted to the executive director and approved.

Section 6. Additional Assignments

Individual teachers may enter into separate contracts with the Board for the performance of assignments in addition to or differing from the performance of basic teacher duties. Such separate extra assignment contracts shall not be part of a teacher's continuing contract. Non-bargaining unit individuals hired for Schedule C assignments are not subject to this Agreement.

Section 7. Un-used Personal Time

Included in the last check of the school year, any teacher will receive a one-time payment of \$130 for each full (8 hour) day of personal time remaining, prorated for FTE. The payment shall be calculated based on the whole number. No proration shall be provided for portions of a whole personal day remaining.

ARTICLE VIII – 403(B) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility

Teachers shall be eligible for a matching contribution by the Cooperative to a 403(b) tax-deferred plan beginning with the school year in which they become non-probationary in the Cannon Valley Special Education Cooperative and in accordance with applicable state and federal laws, rules and regulations, according to the provisions of subdivisions 1 through 4 below.

- A. Each year by October 1, eligible teachers who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax-deferred plan. In a year in which a teacher makes no contribution, the Cooperative shall likewise make no contribution to that teacher’s account.
- B. The Cooperative will match a teacher’s contribution to a 403(b) tax-deferred plan according to and up to the maximum amounts on the following schedule. For teachers who work less than full time, the Cooperative matching contribution will be prorated accordingly.

Years of Completed Teaching Experience in CVSEC	Maximum Annual School Cooperative Matching Contribution
1-6 years	\$1,000.00
7-17 years	\$1,500.00
18 years or more	\$2,000.00

Teachers employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools but working at Cannon Valley Special Education Cooperative programs.

- C. Teachers on leave of absence for one or more years may not participate in the Cooperative’s matching 403(b) tax-deferred plan while on leave.
- D. Tax deferred accounts shall be opened with an approved vendor. The Cooperative approved vendor list is available from the Cooperative Office. Matching contributions made by the Cooperative will continue until the total matching contribution made by the Cooperative for the eligible teacher reaches \$35,000.

ARTICLE IX – GROUP INSURANCE

Section 1. Group Insurance

During the term of this Contract, the Cooperative will purchase group insurance policies described in this Article as provided by law. The eligibility of an enrolled teacher for benefits shall be governed by the terms of the master insurance contracts in force between the Cooperative and the insurers providing such coverage. It is further agreed that the Cooperative’s only obligation under this Article is to make the premium payments as provided in this Contract, and no claim shall be made against the Cooperative in the event of a denial of insurance benefits by an insurance carrier.

Teachers regularly scheduled to work 20 or more hours per week shall be eligible for benefits described in this insurance Article. Teachers regularly scheduled to work less than 20 hours per week shall not be eligible for benefits described in this Article. The Cooperative shall contribute toward the premiums for health and hospitalization and dental insurances on a pro-rata basis of the amounts listed in Article XI Section 2 and Section 3 for teachers regularly scheduled to work 20 to less than 30 hours per week (.5 FTE to less than .75 FTE). The contribution shall be prorated commensurate with the amount of time the teacher is regularly scheduled to work.

All insurance benefits shall commence on the first day of scheduled service and continue through the following August unless modified by a leave of absence or severance of employment prior to the close of the school year. The Cooperative shall continue its contribution toward the premium for health and hospitalization insurance for dependents of a deceased teacher for a period of six months after the teacher’s death or until the contribution would have otherwise ceased, whichever is sooner, provided the deceased teacher was enrolled in family coverage at the time of death.

Substitute teachers working less than sixty (60) consecutive working days shall not be eligible for benefits described in this Article. When it is known in advance that a substitute teacher will be employed for sixty (60) consecutive working days or more, the teacher will receive a substitute contract and shall be eligible for insurance benefits as provided in this Agreement. Participation in the Cooperative’s insurance benefits plans will cease effective on the last day of the month in which the last day was worked.

Section 2. Health and Hospitalization Insurance

During the term of this agreement, the Cooperative will contribute \$566.36 for single coverage or \$1,460.88 for family coverage toward the monthly premium for each teacher regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the Cooperative medical and hospitalization insurance plan.

The effective date for Cooperative contributions shall be January 1 of each year of the contract, subject to the duration of the Agreement as provided in Article XVI Section 1.

Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual teacher and the teacher's family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum Board contribution toward the type of coverage for which such teacher is enrolled.

Section 3. Health Reimbursement Account (HRA)

The employer shall contribute toward the Health Reimbursement Account (HRA) on a pro-rata basis for teachers regularly scheduled to work 20 hours per week to less than 30 hours per week (.5 FTE to less than .75 FTE). The contribution shall be prorated commensurate with the amount of time the teacher is regularly scheduled to work. For each teacher regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district health and hospitalization insurance plan, the District shall contribute toward the HRA at the full amount stated in this article with no proration.

During the term of this agreement, the Employer will contribute in equal payments with each pay period \$1,000.00 per year for single coverage or \$2,000.00 per year for family coverage into an HRA account for each teacher regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district health and hospitalization insurance plan.

If a qualified bargaining unit member enters the health and hospitalization plan and corresponding HRA on a date after the first day of the benefit year, the Employer shall prorate the amount of the HRA contribution to reflect the late entry. The prorated amount will be determined by the number of days the teacher is contracted compared to the total teacher days of a full-time teacher.

All HRA contributions on behalf of the health and hospitalization plan participant shall cease on the date the participant is no longer covered under the health and hospitalization plan.

Section 4. Dental Insurance

During the term of this agreement, the Cooperative will contribute \$28.20 for single coverage or \$64.34 for family coverage toward the monthly premium for each full-time teacher who qualifies for and is enrolled in coverage under the Cooperative dental insurance plan.

The effective date for Cooperative contributions shall be July 1, 2021 to December 31, 2021 and January 1, 2022 to December 31, 2022, January 1, 2023 to July 30, 2023 subject to the duration of the Agreement as provided in Article XVI, Section 1.

Section 5. Income Protection

The Cooperative will pay the full premium for each teacher who qualifies for and is enrolled in coverage under the Cooperative's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings, including longevity.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the teacher's basic earnings. The Cooperative shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, teachers receiving long-term disability insurance benefits may continue in the Cooperative's group insurance plans at the teacher's expense. Benefit payments shall continue in accordance with federal regulations.

Section 6. Life Insurance

The Cooperative will provide group term life insurance coverage for each teacher who enrolls in the insurance plan in the amount of \$50,000.00. Each teacher may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the teacher through payroll deduction.

Section 7. Tax Deferred Accounts

All eligible teachers may participate in an IRS approved tax-deferred plan established pursuant to United States Public Law No. 98-370.

Section 8. Retirement Insurance

The benefits outlined in this subdivision shall be available to regular teachers that work .50 FTE or more. Teachers must be actively working for the full school year to be eligible for the Health Reimbursement Arrangement (HRA) contribution. Teachers on leave of absence during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.

The Cooperative will set aside \$1,000.00 annually for all newly hired full-time teachers. Regular part-time teachers that work .50 FTE or more will receive a prorated portion of the contribution. The Cooperative contribution will be made in July following the preceding full school year of service. The Cooperative contribution will be deposited into a Cooperative reserved account on behalf of all eligible teachers as outlined in this Article; however, all Cooperative contributions will remain Cooperative assets until eligible teachers meet the Cooperative's vesting requirements. Teachers will become vested when they have at least 10 years of continuous service to the Cooperative, including Cooperative approved leaves of absence. For each year of service thereafter, the Cooperative will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time teachers as outlined in this Article. The deposit for part-time teachers will be prorated to the FTE for which they are contracted. The Cooperative contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment.

Section 8. Other Cooperative Insurance

Coverage will be available to a retired teacher who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Leave Allowance

At the beginning of each school year each teacher employed half time or more will be granted a leave allowance the hourly equivalent of eleven (11) days, prorated to the FTE portion of the teacher's individual contract, for absences without deduction from pay during such school year.

Unused portions of a teacher's leave allowance may accumulate from one basic school year to the next to a maximum of two hundred (200) days.

Number of days accumulated shall be available to all teachers via the teacher self-serve system.

Leave allowance will not apply, nor may it be earned or accumulated during any leave of absence, paid or unpaid, except as expressly provided in this Agreement.

Sub 1. Sick Leave

Leave allowance may be used by a teacher for a necessary absence on a work day during the school year because of illness or injury of the teacher or the teacher's dependent child. Leave allowances are available for other individuals to the extent provided by Minnesota law or FMLA, and are not subject to the grievance procedure. This includes medically necessary appointments.

- A. A teacher may be notified in writing that, in order to qualify for future sick leave pay, a statement from a physician of the teacher's choice may be required.
- B. A teacher receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the teacher's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.
- C. Sick Leave for Part-time Teachers. Teachers employed less than 20 hours per week shall be eligible for four (4) days of sick leave per year, commensurate with the portion of the day worked, non-accumulative, for personal illness or injury. Leave allowances are available for other individuals to the extent provided by Minnesota law, and are not subject to the grievance procedure. Such teachers will not receive any other benefits provided under this Article.

Sub 2. Bereavement Leave

Up to a total of nine (9) days leave allowance per year may be used in case of bereavement leave. Bereavement leave may be used in the case of a death of family members or friends. Exceptions to the above restrictions may be granted at the discretion of the Executive Director, or designee, depending upon the circumstances surrounding the leave.

Sub 3. Emergency Leave

Up to two (2) days of leave allowance may be used in the event of emergencies after a teacher's personal leave account has been exhausted. Teachers are eligible to use emergency leave when there are daycare closings that result in a teacher's dependent child not being cared for as planned, damage to a teacher's property, or assisting another in an emergency. Emergency leave will be deducted from an individual's sick leave allowance.

Sub 4. School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the Cooperative will provide each teacher with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the teacher's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the Cooperative's substitute/leave reporting system. The Executive Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the teacher's leave allowance.

Section 2. Personal Leave and Short-term Leave of Absence

A teacher will be allowed three (3) days per year of personal leave prorated to the FTE portion of the teacher's individual contract. Personal leave is non-accumulative. These three days will not be deducted from the leave allowance in Section 1 of this Article. Personal leave can be requested without the necessity of prior administrative approval, but with at least three (3) days written notice via the Cooperative's substitute/leave reporting system except for emergency.

With the exception of teacher preparation days where no cap will be in effect, personal leave for a particular day will be granted on the basis of the order such requests are received. The following chart indicates the number of teachers eligible for personal leave by building for each eligible workday:

Alex: 2

SUN: 1

STEP: 1

Personal leave will not be granted during the first week or the last week of instructional days, or on an open house as referred to on the school calendar, staff development, or conference days, except in exceptional and unusual cases at the discretion of the Executive Director. Requests need not include reasons for the leave day except when the teacher is requesting an exception to the above regulations.

The Executive Director may approve a short term leave of absence beyond that specified herein for exceptional and unusual circumstances, which shall result in the withholding of pay as computed against the total number of teacher duty days in the contract year.

Section 3. General Leave of Absence

- A. **Eligibility:** The Cooperative, at its discretion, can grant a request for partial or full unpaid leaves of absence up to one year in duration for those who taught at least two years in the Cooperative.
- B. **Requests:** Leave requests are required to be submitted to the Executive Director by March 1st. Requests received after March 1st may be considered on an individual basis. Requests shall be subject to Cooperative approval, whose decision is binding. The Board's decision may not be grieved.
- C. **Reinstatement:** A teacher has a right to be reinstated to a position for which the teacher is licensed (the teacher is not reinstated to a specific position or a specific site) at the beginning of any school year immediately following a year of General Leave, if the teacher notifies the Cooperative of his/her intent to return by March 1st preceding the school year in which the teacher is scheduled to return. Written notification of intent to return shall be delivered in person or by mail (US Mail or Interschool) to the Executive Director.
- D. **Benefits:** While on a General Leave of Absence, or while on an extended leave of absence granted pursuant to M.S. 122A.46, a teacher may continue participation in the insurance plans of the Cooperative at the teacher's own expense.
- E. **Seniority:** Any teacher who is reinstated to a teaching position in the Cooperative shall retain seniority and continuing contract rights as though the teacher had been teaching in the Cooperative during the period of General Leave of Absence. The teacher is not reinstated to a specific position or a specific site and the time spent on leave does not determine steps taken on the matrix for the teacher's salary upon return.

Section 4. Child Care Leaves

Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those teachers that meet the current eligibility requirements of FMLA. Child care leaves for those teachers that do not meet the current eligibility requirements of FMLA shall be processed under the Cooperative Disability After Childbirth Policy.

- A. A child care leave shall be granted by the Cooperative subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the teacher for an extended period of time.
- B. A teacher making application for unpaid child care leave shall inform the principal in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The principal and the teacher will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 1 and long-term disability insurance under Article IX, Section 4, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph K.

- D. The Cooperative may make moderate adjustments in 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 - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like.
- E. In making a determination concerning the commencement and duration of a child care leave, the Board shall not, unless otherwise agreed, be required to:
 - 1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
 - 2) Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.
- F. A teacher returning from child care leave shall have a right to return to the teacher's original position as specified in the teacher's child care leave plan if the teacher's leave is commenced and concluded within the same school year or concluded prior to the first teacher duty day of the following school year. If a teacher's child care leave plan does not call for the teacher's return within the year it is commenced, a teacher shall have the right to be returned to an equivalent contractual position, subject to the unrequested leave of absence procedure of Article XV Section 11 and transfer procedures in Article XV Section 6.
- G. Failure of the teacher to return pursuant to the date determined under this Section shall constitute the failure to teach without first securing a release which is a ground for immediate discharge unless the Cooperative and the teacher mutually agree to an extension in the leave.
- H. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year. Experience credit for any subsequent leaves for the same child shall be in accordance with Article X Section 1 Subdivision 1.
- I. Child care leave shall be without pay. The Cooperative shall continue its contribution for group insurance as specified in Article IX for a teacher on child care leave through the following August. Thereafter, a teacher may continue participation for the remainder of the leave, or subsequent child care leaves for the same child, in the insurance plans of the Cooperative at the teacher's own expense.
- J. Up to ten (10) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.
- K. Up to five (5) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave.

Section 5. Jury Duty

For any teacher who is required to serve as a juror, the Cooperative will make up the difference between such teacher's basic salary and the fees (but not reimbursed expenses) received by the teacher. In order to be eligible for this supplement, the teacher must submit to the business office an itemized certification of fees and expenses for jury duty. Advance notice to the program supervisor is required to permit the scheduling of a substitute. A teacher is also required to notify the program supervisor immediately upon being excused from jury duty. If excused from jury duty prior to noon on the duty day, the teacher will return to duty.

Section 6. Professional Leave

For any teacher who is currently enrolled in an accredited teacher preparation program will be allowed no more than 3 days to attend seminars, meetings, observations or required activity to fulfill their initial licensure program. Staff members will provide dates to building supervisor no later than 2 weeks prior to the event.

ARTICLE XI - HOURS OF SERVICE

Section 1. Basic Day

The basic teacher's day, inclusive of a 30 minute "duty free" lunch, shall be eight hours. Part-time teachers shall have responsibilities in proportion to their contracts: e.g., a teacher with a 3/5 contract is responsible for up to 24 hours of service per week. Part-time teachers working half-time or more will receive a 30 minute duty free lunch period. All part-time teachers will receive pro-rated prep time and non-instruction time within their duty time calculation.

Section 2. Building Hours

Under normal circumstances, the building hours for the Basic Day shall be from 7:30 a.m. to 3:30 p.m. with a duty free lunch and a preparation period. The specific hours at any individual building may vary according to the need of the educational program of the Cooperative. The Board retains the right to set different hours for each building after conferring with the exclusive representative, and has, after such a conference, specifically retained the ability to alter the starting and ending times of the basic work day by up to 45 minutes, not to exceed eight (8) hours per day. Teacher requests for flex time of up to 30 minutes may be approved at the discretion of the program supervisor.

Teachers will be allowed to leave school at 3:15 p.m. or when all students have left the building on Fridays.

On scheduled non-student contact days, all buildings will have common building hours and lunch period in order to facilitate collaborative activities between buildings and maximize effective use of presenters and consultants. Generally, the common building hours will be 7:30 a.m. to 4:00 p.m. with a duty free lunch of one (1) hour.

Teachers will be expected to attend two (2) scheduled meetings on a weekly basis. The Executive Director retains the right to set the meeting schedule for each program based on student and teacher needs after conferring with the exclusive representative. Emergency meetings called in response to student/Cooperative/school safety will be an exception to these limitations.

Section 3. Preparation Time

- A. The Board recognizes that the teachers use part of their time at home as additional preparation time.
- B. Each full-time teacher shall have an uninterrupted 70 minute period during the school day for preparation. Such preparation time shall be scheduled in one or two uninterrupted time blocks during the student contact day, except when scheduled differently by mutual agreement between the individual teacher and administration. Preparation time for part-time teachers shall be prorated. The word "uninterrupted" shall not prevent ordinary professional communications.
- C. In addition to B above, any unscheduled time between the hours of 7:30 a.m. and 3:30 p.m. shall be considered preparation time.
- D. Cooperative procedures for attendance in the classroom while a special teacher has charge of the class shall be clearly defined in Cooperative policies. In the absence of such a policy, classroom attendance shall be up to the discretion of the classroom teacher. This policy shall be subject to the grievance procedure.

Section 4. Extended School Year

During the extended school year programming, four hours of pre-planning, meeting time/in-service will be allowed. One (1) hour of post-planning time will be allowed. Additional post-planning time may be granted at the Executive Director's discretion. Additionally, 15 minutes of preparation time shall be provided per hour of student contact time on student contact days.

Section 5. Stretch Calendar

A stretch calendar is defined as a school year calendar from July 1 to June 30 of a given year. Teachers serving as itinerant staff (ie: Occupational Therapy, Physical Therapy, Speech/Language, Work Experience Coordinator) will have an opportunity to work collaboratively with the Executive Director to create the best individual stretch

calendar for that teacher and the children they service. Any adjustments to assignments will be communicated with and approved by the Director.

Section 6. Due Process Duties

The Cooperative will offer Due Process Nights with an additional eight (8) hours that can be flexed for teachers to complete due process responsibilities required in conjunction with their special education caseloads. This due process time shall be used to meet Cooperative, state, and federal special education reporting requirements, which are not related to daily instructional preparation. Staff will be paid at their hourly rate for time worked in relation to this subdivision. Documentation of the time will be recorded and turned in to the Executive Director by the scheduled due date of the pay period.

Section 7. Mentor Teacher

A mentor shall be assigned to teachers new to the Cooperative for a minimum of one year; such assignment made by the Executive Director and consistent with the job responsibilities written for mentor teachers. The specific length of the mentorship may vary and will not terminate without the mutual consent of the mentor, mentee and program supervisor. The mentor/mentee meetings will be required by both parties on the schedule outlined in the Cooperative Procedures and mutually agreed upon by the Cooperative and exclusive representative.

A mentor shall be provided a stipend based on Schedule C and the one-time payment will be included in the June 15 payroll. The stipend shall not be added to base pay for purposes of computing base salary for subsequent years. Only teachers who have completed a Cooperative sponsored mentoring training program will be eligible for consideration as a mentor.

Section 8. New Staff Academy

New teachers hired will participate in the New Staff Academy normally held in August for three (3) days prior to the normally scheduled workshop weeks. Teachers will be paid 1/191 of their salary for these days.

The New Staff Academy will be held at the sole discretion of the Cooperative.

ARTICLE XII - LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days

Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each school year, determine the number of school days and teacher duty days for the next school year. Each teacher shall perform services on those days as determined by the Board, including those legal holidays on which the Cooperative is authorized to conduct school. The school year shall include not more than 191 teacher duty days (exclusive of holidays and Education Minnesota Professional Conference Days). The Board shall adopt the calendar for the succeeding school year indicating the placement of the above days prior to April 1.

When scheduled by the Cooperative, a teacher preparation day is intended to allow teachers to complete necessary work away from the presence of students. Required building-wide and Cooperative-wide meetings will not be scheduled during this time. Teacher preparation days cannot be converted to staff development days or student contact days. A total of four teacher preparation days will be included in each school calendar.

Section 2. Emergency Closings and Rescheduling of Teacher Duty Days and Hours

In the event of any emergency, school may be closed at the discretion of the Executive Director. Upon the recommendation of the Executive Director, and approval by the Board, teacher duty days and school days may be rescheduled, building hours may be changed, and the length of the basic teacher's day may be adjusted; provided, however, that the Board shall not increase the total duty time per week required of a teacher. Such changes shall be discussed with the exclusive representative prior to final action by the Board. For the purpose of this Section an "emergency" shall include, but shall not be limited to, unusually severe weather in which the Executive Director closes the Cooperative, mechanical failure of essential equipment affecting the comfort and safety of pupils and teachers, epidemic or widespread illness, severe energy shortages, or damage to building

by fire or water, etc., work stoppages by other employee groups. The first two student days lost because of emergency closings will not be rescheduled. After the first two student day cancellations, the Cooperative may reschedule cancelled student days, with the approval of the Board. Teacher work days lost because of emergency closing will not be made up, but other teacher duty days may be made up upon recommendation by the Executive Director and approval by the Board. All leaves scheduled for a day cancelled by the Cooperative will be returned to the teacher's corresponding leave account.

Section 3. Inclement Weather

When schools are closed because of inclement weather, the first two (2) inclement weather days shall be in good faith to be used in case additional days are added to the end of the school year. Teachers will not be required to report for duty on these first two (2) days. Any school closure due to inclement weather after the first two (2) days, teachers shall be expected to report for duty or be available to students and families by email and voicemail to participate in the alternative instruction days. The alternative instruction days will be outlined in the Cooperative Procedures and mutually agreed upon through the Meet and Confer process.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. Definitions

Contract Grievance: A claim by a teacher, group of teachers, or the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.

Policy Grievance: Any dispute or disagreement as to the interpretation or application of any term or terms of other established policies, rules, or regulations of the Cooperative. A policy grievance may be processed through the grievance procedure to the level of the Board, but shall not be subject to arbitration.

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

Service and Filing: The filing or service of any notice or document herein shall be timely if it is personally served or if it is sent by certified mail postmarked by the United States Postal Service within the time period.

Reduced to Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. The Cooperative has a grievance form for this purpose (see Exhibit D), copies of which are available in the office of each program supervisor. The grievance form must be signed by the grieving teacher (or one of a group of grieving teachers) and by a duly authorized representative of the Association (even if the teacher does not wish to be represented by the Association). All subsequent processing of the grievance should ordinarily use the original grievance form.

Answer: "Answer" means a concise response outlining the Board's position on the grievance.

Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the day on which the act, event or default for which the designated time period begins to run shall not be counted. If the last day of the period so computed falls on a day within the regular school year which is not a teacher duty day, that day shall not be counted and the period shall run until the end of the next teacher duty day. If the last day of the period so computed falls outside the regular school year on a Saturday, a Sunday, or a legal holiday, that day shall not be counted and the period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Section 2. Level I

Before filing a formal grievance, the teacher shall first discuss the alleged grievance with his/her program supervisor or other immediate supervisor in an attempt to resolve the grievance on an informal basis within the same conference.

A formal grievance is initiated at Level I when it is reduced to writing on the grievance form ("Exhibit D") and served on the program supervisor or other immediate supervisor. The program supervisor or other immediate supervisor must be served within twenty (20) days after the grievance occurred or twenty (20) days after the

teacher knew, or through the exercise of reasonable diligence should have known, of the occurrence giving rise to the grievance. The teacher filing a formal grievance shall also serve a copy on the Association.

The program supervisor or other representative of the Cooperative shall, within five (5) days after receipt of the written grievance, meet with and serve on the grievant and the Association a written statement of the disposition of the grievance.

Section 3. Level II

If a grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Executive Director within five (5) days after receipt of the written disposition of the grievance at Level I. A formal grievance involving teachers in more than one building may also be initiated by the Association at Level II by reducing it to writing on the grievance form ("Exhibit D") and serving it on the Executive Director within twenty (20) days after the grievance occurred or twenty (20) days after the Association knew, or through the exercise of reasonable diligence should have known of the occurrence giving rise to the grievance.

The Executive Director or his/her designee shall meet with the grievant and/or Association within ten (10) days after receipt of an appeal of a grievance from Level I or a grievance initiated at Level II. The Executive Director or his/her designee shall, within five (5) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level II.

Section 4. Level III

If a grievance is not satisfactorily resolved at Level II, it may be appealed to Level III by serving a notice of appeal on the Clerk of the Board within five (5) days after receipt of the written disposition of the grievance at Level II. Such notice of appeal shall include a copy of the written statement of the grievance and the answers at Level I and Level II.

The Board shall meet with the grievant and the Association within ten (10) days after receipt of the notice of appeal, or by the date of its next regular board meeting, whichever is later. In the case of a grievance involving a group of teachers, such meeting need include only the Association and the Board.

The Board shall, within ten (10) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level III.

Section 5. Level IV

The Association may submit to arbitration any contract grievance that has been properly processed through Level III of the grievance procedure. The Association must file with the Executive Director and Bureau of Mediation Services a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level III.

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the Cooperative and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

Upon appointment of the arbitrator, the teacher(s) or the exclusive representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the Board, the substance of the grievance that shall include the following:

- 1) The issues involved.
- 2) Statement of the facts.
- 3) Position of the grievant.
- 4) The written documents developed in the first three levels of the grievance procedure.

The Board is to make a similar submission of information it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the teacher(s) or the exclusive representative.

The Board and the exclusive representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

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

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that 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 of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the student contact portion of the teacher's workday whenever possible. If this is not possible, teachers shall not lose wages, subject to the limitation in Article IV, Section 8, during their necessary participation in the grievance proceeding on the following basis:

- A. The number of teachers participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the Board; or
- B. If the number of said administrative representatives participating on behalf of the Board is less than three, three teachers may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or teacher.

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

Section 6. Time Limits

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 7. Contract Expiration

Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 8. No Reprisals

No reprisals of any kind shall be taken by the Board or the administration against any teacher because of his/her participation or refusal to participate in this grievance procedure.

Section 9. Representation

Any teacher or the Cooperative may be represented at any stage of this grievance procedure by any person(s) or agent(s) designated by such party to act in his/her behalf. The Association shall have the right to have a representative present and to express its position at any meeting for the adjustment of grievances under this Contract.

ARTICLE XIV – PROGRESSIVE DISCIPLINE

Section 1. Discipline and Discharge

No teacher shall be disciplined without just cause. Cooperative actions regarding discharge shall be governed by MN Stat. 122A.40.

Section 2. Corrective Discipline

- A. Objective: A step in just cause disciplinary situations is a teacher/supervisor conference where the teacher has the opportunity to provide the teacher's side of the situation.
- B. Representation: Both the teacher and the Cooperative are entitled to be represented at all levels of this disciplinary process.
- C. Written Reprimand: If the Supervisor believes that a written reprimand is necessary, and having provided the teacher with the opportunity for the teacher to provide an explanation regarding the circumstances, the Supervisor will provide a copy of the reprimand to the teacher.
- D. Suspension: If the Cooperative decides that a suspension is appropriate, the length of the suspension will be appropriate to the infraction or misconduct under the circumstances of the situation.
- E. Progressive Discipline: The Cooperative intends to follow a policy of progressive discipline with its teachers, but reserves its right to decide the level of discipline it deems appropriate. The normal sequence of discipline would be:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension without pay.
- F. Appeal: The teacher may request review of the Cooperative's decision through the grievance procedure. At the teacher's option, the matter may be submitted directly to arbitration pursuant to Section 5 of the grievance procedure.

ARTICLE XV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1. Purpose

The purpose of this Article is to set forth a procedure for unrequested leave of absence without pay or benefits for as many non-probationary teachers as defined in M.S. 122A.40 as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. This Article has been agreed upon by the Board pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 and case law stemming from M.S. 122A.40, Subd. 10 and 11 shall not be applicable to any teacher included in the appropriate unit. Nothing in this Article shall be construed to limit or impair the rights of any individual who is not included in the appropriate unit represented by the Association.

Section 2. Definitions

For purposes of this Article, the following terms shall be defined as follows:

"Teacher" means a non-probationary "teacher" as defined in M.S. 122A.40 who has a valid license to teach in Minnesota.

"Subject matter or field" shall mean a specific subject area and grade level licensed by the Minnesota Board of Teaching for which specific licensing criteria have been set.

“License” shall mean license issued by the Minnesota Board of Teaching, and shall include only licenses actually on file in the Cooperative Office as of November 1.

“Qualified” shall mean the teacher must either have attained a college degree within the previous four (4) years, completed at least one year of actual teaching experience in the subject matter or field, or agree to complete a reasonable program of refresher training in such subject matter or field.

Section 3. Seniority Date

Seniority shall be based upon continuous and unbroken employment with Independent Cooperative No. 6094 from most recent date of contracted service, including periods of employment with the Cooperative outside the appropriate unit and periods of authorized leave of absence. Upon completion of the probationary period, each teacher employed under individual written contract pursuant to M.S. 122A.40 will be assigned a seniority date retroactive to the first day of actual service for the Cooperative during the regular school year pursuant to such individual contract. Services performed outside the regular school year for additional compensation (except for regular teaching service performed for extra weeks) shall not be considered in the establishment of a teacher’s seniority date. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated without actual interruption of regular service.

Section 4. Seniority List

On or before November 15 of each year, the Cooperative shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each teacher as shown by licenses on file in the Cooperative office as of November 1 of said year, and current employment status (i.e., whether on leave, including specification of type and length of leave). Teachers with identical seniority dates will be listed in the order of their lane placement approved by the Board as of the date of preparation of the seniority list: the teacher approved for the highest lane placement as of the date of preparation of the seniority list, will be listed first. In the event of a continuing tie, the teacher with the lower license number will be senior. The Board will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any teacher may challenge the correctness of the information contained in the posted seniority list by filing a written grievance with the Executive Director. In the absence of a grievance filed within twenty (20) calendar days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

Section 5. Assignments

The Cooperative will make an effort to post all teaching assignments for the following school year ten (10) working days before the last teacher duty day. When reassignments involving moving are initiated by the Cooperative, the teacher shall be paid a moving reimbursement as outlined in Schedule C of this Master Agreement.

Section 6. Requests for Transfer

On an annual basis, the Board will provide an opportunity for teachers to formally request a transfer to any teaching position(s) in the Cooperative for which they are properly licensed. The Board reserves its management right of selection and direction of teachers, but shall give written notice to each teacher whose request for transfer is denied.

Section 7. Teacher Retirement

Teachers planning on retiring from Cannon Valley Special Education Cooperative shall notify the Cooperative by April 1 of the year in which they plan on retiring.

Section 8. Vacancies

The Board will post notices for vacant teaching positions. Any teacher may apply for transfer to any posted position for which such teacher is licensed by completing the Cooperative’s internal application process within

five (5) working days from the date of posting. The Board shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching position. The Board reserves its management right of selection and direction of teachers, but shall give written notice to each teacher whose application for voluntary transfer to a posted position is denied.

Section 9. Involuntary Transfers

The Board shall give written notice to a teacher being involuntarily transferred to another school building.

Section 10. Grievances for Involuntary Transfer

A teacher who desires a written statement of reasons for his or her involuntary transfer or denial of his or her application for voluntary transfer to a posted position shall make a written request for such statement of reasons to the Executive Director within five (5) working days after receiving notice of the denial or transfer. Such written statement of reasons shall be given to the teacher within five (5) working days following a timely request. Any teacher may file a formal policy grievance over the statement of reasons given to such teacher for an involuntary transfer or denial of a voluntary transfer within twenty (20) working days after receipt of the statement of reasons, but such grievance shall not be subject to arbitration.

Section 11. Unrequested Leave of Absence

The Board may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 12. Placement on Unrequested Leave

In the reduction of staff in any subject matter or field, probationary teachers shall be non-renewed before teachers with continuing contract rights are placed on unrequested leave of absence. Among teachers with continuing contract rights, the qualified teacher who is lowest on the seniority list shall be the first full-time teacher placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section shall be notified in writing of such unrequested leave of absence. The Cooperative will assume when completing the process of proposing teachers for unrequested leave that teachers possessing "bumping" rights will exercise these rights unless they have previously notified the Cooperative to the contrary in writing, subject to the following conditions:

- A. The teacher exercising bumping rights must be higher on the seniority list than a teacher being displaced.
- B. A teacher with a temporary, limited or provisional license may not displace any teacher with a major in such subject matter or field of licensure.
- C. Teachers who have previously taught full-time for the district but whose contracts have been voluntarily reduced through an approved leave of absence, or involuntarily reduced and who still retain recall rights to a full-time position under Sections 8 and 9 of this Article may displace a junior full-time teacher. The Cooperative has the discretion to provide full or part-time leaves of absence for a definite duration.
- D. A full-time teacher who has been placed on unrequested leave shall have recall rights to a lesser position but acceptance of a lesser position shall not jeopardize rights to a full-time position equivalent to that previously held.

Section 13. Status While on Leave

An unrequested leave of absence shall be effective as of the last duty day of the regular school year as per the school calendar, or at such earlier time as mutually agreed between the Board and the individual teacher even though the date for final notice of placement on Unrequested Leave of Absence is June 30. A teacher on such leave may engage in teaching or any other occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

Section 14. Recall

- A. No new teacher shall be employed by the Board in any position while there is available, on unrequested leave of absence, a teacher who is properly qualified to fill the vacant position. A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the position from which such teacher was placed on leave, or if not available, to any other position for which such teacher is qualified. If a teacher is offered a contract which results in less than the original employment, the teacher shall not be required to accept the position and this shall not jeopardize the teacher's right to recall to original status. Reinstatement shall be in the inverse order of placement on leave: the last teacher placed on unrequested leave of absence who is qualified for the position shall be the first recalled.
- B. The Board may send out multiple letters of recall for a single vacancy, inquiring whether the teachers notified are willing to accept recall to the vacant position if those teachers with superior recall rights do not accept recall to a position. Notice of recall by the Board shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher.
- C. Prior to August 1, a teacher accepting or rejecting recall shall respond within ten (10) calendar days of notice as to whether or not he/she will accept such position. Failure to reply within such ten (10) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.
- D. If notice of any available position is given to any teacher on or after August 1 of any school year, such teacher must respond within seven (7) calendar days and may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption. Failure to reply within such seven (7) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

Section 15. Termination of Rights

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- A. Resignation;
- B. Retirement;
- C. Discharge or termination of contract;
- D. Failure to return at the expiration of a leave of absence;
- E. Failure to give written notification of willingness to accept recall to a position equivalent to that from which the teacher is on unrequested leave of absence within the time limits established under Section 8. In the event that a teacher has signed a teaching contract with another District prior to recall and the Board of that district notifies the Cannon Valley Special Education Cooperative in writing of its refusal to release the teacher from the contract, the teacher will be allowed to defer recall for the next school year or the remainder of the school year without termination of rights under this section.
- F. The expiration of five (5) years from the effective date of an unrequested leave of absence without recall.

Section 16. Doctrine of Strand

The doctrine of the Strand Case, and other case law stemming from M.S. 122A.40, subd. 10 and 11, as enunciated by the Minnesota Court of Appeals and the Minnesota Supreme Court shall not be applied in the administration of this Article. The Cooperative shall not be required to transfer a senior teacher to a different assignment involving another area of licensure in order to accommodate the seniority claim of a less senior teacher during the process of layoff or recall.

Section 17. Continuation of Insurance

The Cooperative shall provide insurance benefits as provided in Article VI until the following August 31 to all teachers who are placed on unrequested leave of absence according to the provisions of this Article. A teacher shall not be eligible for benefits while on unrequested leave of absence except as provided by law.

Section 18. Concurrent Leaves

An unrequested leave of absence may run concurrently with any other leave granted in accordance with this Master Contract or in accordance with Minnesota Law.

ARTICLE XVI - DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the Board and the Association representing the teachers of the Cooperative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Cooperative policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

Section 4. Severability

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

Section 5. Individual Contracts

All teachers except occasional substitutes will be initially employed by written individual contracts. Any individual contract between the Cooperative and an individual teacher, heretofore executed, will be subject to and consistent with the terms and conditions of this Master Agreement. If an individual contract contains any language inconsistent with the Master Agreement, this Master Agreement during its duration shall be controlling. Any individual contract hereafter executed will be in the form provided in Appendix E. Extensions or renewals of individual contracts may be by written notice of assignment.

ARTICLE XVII - MEET AND CONFER PROCEDURES

Section 1. Meet and Confer Items

The Board and the Association mutually recognize that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the Cooperative and on matters relating to the terms and conditions of employment in addition to the terms and conditions specifically set forth in this Agreement.

Section 2. Meet and Confer Committee

In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Meet and Confer Committee to which all matters subject to the meet and confer process shall be referred; provided, however, that matters appropriate for consideration by the Staff Advisory Council should be deferred to the Council. The

Meet and Confer Committee shall be composed of four (4) members appointed by the Board at least one of whom shall be a Board member, and four (4) members appointed by the Association. The Meet and Confer Committee shall meet at the request of either party, but no less often than once every four months.

Any grievances with respect to such policies shall be policy grievances and shall not be subject to arbitration. The teacher handbook for each building shall be reviewed with the Association building representative prior to its presentation to the staff during workshop.

ARTICLE XVIII – TEACHER EVALUATION AND SUPERVISION

In order to maintain a teacher evaluation plan, the Cooperative and Association agree to a joint Union-Cooperative Teacher Evaluation Design Team. The team is responsible for the teacher evaluation and peer review plan for probationary and continuing contract teachers that complies with the requirements of Minnesota Law.

The Teacher Evaluation and Peer Review Design Team shall be composed of the executive director, one (1) program supervisor, two (2) members appointed by the Association. The Team shall meet at the request of either party, but no less often than once per school year.

Any changes to the Teacher Evaluation Plan shall be made upon mutual agreement of the Cooperative and the Association. The Teacher Evaluation Plan shall be in the Cooperative Procedures.

ARTICLE XIX – TEACHER ON SPECIAL ASSIGNMENT (TOSA)

Teacher on Special Assignment (TOSA) shall be teachers whose duties meet the definition of a teacher as per Article 3 Section 1. These teachers shall work on non-teaching and/or non-supervisory school related duties.

Section 1. Job Description

The Cooperative shall provide a description of the duties, for any TOSA, to the Exclusive Representative prior to filling the position. All requirements including, but not limited to, licensure, extended contract obligations, and length of appointment for the TOSA position will be clearly stated in the job description.

Section 2. Return to Position

Upon completion of the special assignment, the teacher shall return to an equivalent position within the Cooperative based on seniority.

Section 3. Salary and Benefits

The TOSA shall receive the teacher's contracted salary and shall continue to accrue all seniority, salary, and benefits that the teacher would have had if they had been teaching in a regular position. The TOSA will be covered by all terms and provisions of this Master Contract while on special assignment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth under the signature of their respective representatives.

Neil Smith, President

Jolayne Mohs, Chairperson

Caleb Davidson, Negotiator

Sarah McGuire, Clerk

Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

SCHEDULE A: 2021-2022 SALARY SCHEDULE

	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45/ED.S
1	44,259	45,698	47,184	48,718	50,301	51,936	53,625	55,367
2	45,411	46,978	48,600	50,277	52,012	53,703	55,448	57,248
3	46,591	48,293	50,058	51,886	53,780	55,528	57,333	59,196
4	47,802	49,645	51,558	53,546	55,608	57,416	59,282	61,209
5	49,046	51,036	53,106	55,260	57,499	59,368	61,299	63,290
6	50,321	52,464	54,700	57,028	59,454	61,387	63,383	65,441
7	51,629	53,933	56,341	58,852	61,475	63,474	65,537	67,666
8	51,629	55,443	58,031	60,736	63,565	65,632	67,766	69,967
9	51,629	56,996	59,772	62,680	65,727	67,864	70,070	72,346
10	51,629	56,996	61,565	64,685	67,961	70,170	72,452	74,806
11	51,629	56,996	63,411	66,755	70,271	72,556	74,915	77,349
12	51,629	56,996	65,313	68,892	72,660	75,024	77,463	79,979
13	51,629	56,996	67,273	71,095	75,131	77,575	80,096	82,699

SCHEDULE B: 2022-2023 SALARY SCHEDULE

	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45/ED.S
1	45,189	46,658	48,175	49,741	51,357	53,027	54,751	56,529
2	46,365	47,965	49,620	51,333	53,104	54,830	56,613	58,451
3	47,570	49,307	51,109	52,976	54,910	56,694	58,537	60,439
4	48,806	50,688	52,641	54,671	56,776	58,622	60,527	62,494
5	50,076	52,107	54,222	56,420	58,706	60,615	62,586	64,619
6	51,378	53,566	55,849	58,226	60,702	62,676	64,714	66,815
7	52,713	55,066	57,524	60,088	62,766	64,806	66,913	69,087
8	52,713	56,608	59,249	62,012	64,900	67,010	69,189	71,436
9	52,713	58,193	61,028	63,996	67,107	69,289	71,542	73,865
10	52,713	58,193	62,858	66,044	69,388	71,644	73,974	76,377
11	52,713	58,193	64,743	68,157	71,747	74,080	76,488	78,973
12	52,713	58,193	66,685	70,339	74,186	76,600	79,090	81,659
13	52,713	58,193	68,685	72,588	76,709	79,204	81,778	84,436

SCHEDULE C: OTHER RATES OF PAY

TASK OR DUTY	RATE OF PAY
Substituting for another teacher	Lane/Step
Homebound instruction by a contracted teacher	Lane/Step
Training instruction sessions outside of contract time	Lane/Step
Preparation for training instruction sessions (one hour of prep per two hours of instruction)	\$30/hour
Attending mandatory training outside contract time	Lane/Step
Splitting a class due to teacher absence and no substitute found for the absent teacher	Lane/Step
Extended School Year	Lane/Step
Curriculum writing (Total hours must be submitted upon completion of the project to the executive director for approval. If, however, at a later date, the project does not receive approval, the teacher must make the necessary adjustments without further remuneration)	\$30/hour
Mentor to New Teacher	\$600 stipend
Lead Mental Health Professional Additional Duty Days – At Least 10 Days	1/191 per day of salary schedule for additional duty days
Continued Education Unit Chairperson	\$200 Stipend

EXHIBIT D: GRIEVANCE FORM

For office use only

Grievance #: _____ Received Date/By: _____

Date Filed: _____

Name of Grievant: _____ Home Phone: _____

Teaching Assignment: _____

Association Representative: _____

Date(s) Grievance Occurred: _____

Statement of the grievance (including events/conditions of the grievance/persons responsible):

Contract provision allegedly violated: _____

Redress Sought:

Grievant Signature

Date

LEVEL I – FORMAL – DATE ISSUED: _____

Disposition by Principal:

Reasons:

Administrator Signature

Date

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition)

Date

LEVEL II – FORMAL – DATE ISSUED: _____

Disposition by Executive Director:

Reasons:

Executive Director Signature

Date

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition)

Date

LEVEL III – FROMAL – DATE ISSUED: _____

Disposition by Board of Education:

Reasons:

Signature

Date

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition)

Date

LEVEL IV – FORMAL – DATE ISSUED: _____

Disposition and Award of Arbitrator:

Signature of Arbitrator

Date

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between Cannon Valley Special Education Cooperative, 6094 (“District”) and the Cannon Valley United Educators (“CVUE”). The District and CVUE are referred to collectively herein as the “Parties.”

WHEREAS, the District and CVUE are parties to a collective bargaining agreement for the period of 2021 through 2023 (“CBA”) that governs the terms and conditions of employment for the certified staff of the District.

WHEREAS, the CVUE Membership has expressed concern regarding flexing non-student contact time to coach in member districts approved by the District on (date we sign new contract).

NOW, THEREFORE, THE PARTIES HEREBY AGREE as follows:

1. A teacher may request a flex time schedule for the purposes of coaching in another public school district of up to 30 minutes. This request may be approved at the discretion of the Executive Director. A flex time schedule, and the details how the duty day will be fulfilled, will be submitted in writing before it can be considered for approval. Teachers requesting a flex time schedule shall submit the request at least 4 weeks prior to the start date of the flex time schedule and must include a start date and end date of the flex-time request (i.e., based on the season of the activity). Requests that include only non-student contact times will be given priority. Staff members will continue to be responsible for attending program faculty meetings and other meetings related to professional responsibilities, including but not limited to Professional Learning Communities and Individual Education Planning meetings. This may require reverting to the regular work day schedule on those days. If a flex time schedule appears to interfere with normal school needs, the regular schedule may need to be reinstated at the sole discretion of the Executive Director.

All flex time schedules will be reviewed to ensure staffing levels can be met. This is to ensure school and student safety and programing needs, and is under the sole discretion of the Executive Director. If there is an abundance of flex time schedule requests, they will be prioritized by the request of non-student/student contact time, teacher’s seniority date, as well as timeliness submitted for consideration.

2. This Agreement shall become effective when it has been approved by the District’s School Board and signed by the Parties.
3. This Agreement shall remain in effect through June 30, 2022, at which time it will expire.
4. This MOU controls over any language to the contrary in the CBA.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

By signing below, each party specifically acknowledges that it has read this MOU and that it understands and agrees it is legally bound by all terms of the MOU.

Cannon Valley United Educators
Cooperative

Cannon Valley Special Education

President

Its Chair

Date

Date

Chief Negotiator

Its Clerk

Date

Date