

# **MASTER AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT #2143**

and

**WATERVILLE-ELYSIAN-MORRISTOWN  
EDUCATION ASSOCIATION**

**July 1, 2023 - June 30, 2025**

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# MASTER AGREEMENT

## ARTICLE I - PURPOSE

### **Section 1. Parties**

This Agreement is entered into between Independent School District No. 2143, Waterville-Elysian-Morristown, hereinafter referred to as the School District, and the Waterville-Elysian-Morristown Education Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

## ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### **Section 1. Recognition**

In accordance with PELRA, the School District recognizes the Waterville-Elysian-Morristown Education Association as the exclusive representative of Teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

### **Section 2. Appropriate Unit**

This Exclusive Representative shall represent all of the Teachers of the School District as defined in this Agreement and in PELRA.

## ARTICLE III - DEFINITIONS

### **Section 1. Terms and Conditions of Employment**

"Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. "Terms and conditions of employment" are subject to the provisions of PELRA.

### **Section 2. Teacher**

"Teacher" shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State Board of Education or the State Board of Teaching: but shall not include the Superintendent, assistant Superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

### **Section 3. School District**

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

### **Section 4. Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## **ARTICLE IV - SCHOOL DISTRICT RIGHTS**

### **Section 1. Inherent Managerial Rights**

The parties recognize that the School 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 functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction, and number of personnel.

### **Section 2. Management Responsibilities**

The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

### **Section 3. Effects of Laws, Rules and Regulations**

The Exclusive Representative recognize all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules and regulations, insofar as such rules, regulations, directives and orders, are not inconsistent with the terms of this Agreement. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

### **Section 4. Reservation of Managerial Rights**

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

## **ARTICLE V - TEACHERS RIGHTS**

### **Section 1. Right to Views**

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

### **Section 2. Right to Join**

Pursuant to PELRA, Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Teachers.

### **Section 3. Right to Union Representation**

Pursuant to the National Labor Relations Act and Weingarten Rights, Teachers may include a union representative when meeting with any administrator.

### **Section 4. Request for Dues Check Off**

The Exclusive Representative shall be allowed dues check off for its members. Upon receipt of a properly executed authorization card of the Teacher involved, the School District will deduct from the Teacher's paycheck the dues that the Teacher has agreed to pay to the Teacher organization during the period provided in said authorization, not to exceed 10 pay periods, during the months of October through February.

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

#### **Subd. 1. Access to Membership Lists**

By October 1 of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all Bargaining Unit members employed. Upon request, the District shall provide the Union with a current Bargaining Unit list. Such requests shall be filled within five (5) days.

### **Section 5. Letter of Assignment**

Each Teacher in the Bargaining Unit except those terminated or placed on unrequested leave of absence shall annually receive a detailed letter of assignment by June 1 for the following year. The provisions of the individual Teacher letter of assignment shall be subject and consistent with the



provisions of this Master Agreement. The letter of assignment is tentative and subject to change. The District will notify Members through Schedule E.

### **Section 6. Open Positions**

All open positions will be available for staff to fill with seniority being a primary factor. Open positions shall be defined as vacancies that occur between October 1 and July 15. The exception to seniority is if the position vacated by the transferring Teacher creates a hardship for the district. Hardship – if the district has properly executed a search for a position and fails to find a candidate that meets the minimum standards as based upon qualifications, competencies, recommendations, availability, or background check.

Any position that is open due to resignation, retirement, internal movement or non-renewal must be shared by email with Teachers when the position is posted. Teachers must notify administration through email within three (3) days of the posting, if they are interested in the open position.

### **Section 7. Personnel Files**

Pursuant to §122A.40, Subd. 19 all evaluations and files generated within the School District relating to each individual Teacher shall be available during regular school business hours to each individual Teacher upon written request. Each Teacher shall have the right to reproduce any of the contents of the files at the Teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The Teacher shall receive a written copy of any material relating to evaluations or discipline placed in or removed from his/her file. The School District may destroy such files as provided by law, and shall expunge from the Teacher's file any material found to be false or substantially inaccurate through the grievance procedure.

### **Section 8. Use of Building**

The Exclusive Representative shall be permitted to use District buildings for meetings at all reasonable times, provided that prior approval is obtained from the Superintendent, or designee, and that such usage shall not interfere with or interrupt normal school operations.

### **Section 9. Information**

The Exclusive Representative shall be entitled to receive board meeting notices and annotated agendas at least one day prior to the board meeting, if available. Approved minutes of all board meetings will be provided to the Exclusive Representative.

### **Section 10. Peer Review**

Peer Review process will be monitored by the Teacher Growth and Development Committee.

### **Section 11. Staff Development**

The staff development committee, after consultation with the Exclusive Representative, will present the staff development handbook to the School Board for approval at the September board meeting each year.

# ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

## **Section 1. Basic Compensation**

### **Subd. 1. 2023-2024 Rates of Pay**

The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2023-2024 school year. Teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2, for the 2023-2024 school year.

### **Subd. 2. 2024-2025 Rates of Pay**

The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-2025 school year. Teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2, for the 2024-2025 school year.

## **Section 2. Salary Schedule**

### **Subd. 1. Status of Salary Schedule**

The salary schedule is not to be construed as a part of a Teacher's continuing contract, and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increase as the School Board shall determine.

### **Subd. 2.**

The salary schedule shall not be construed as a Teacher's Continuing Contract. In the event a successor agreement is not entered into prior to the Expiration Date of the Agreement, a Teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed.

## **Section 3. Lane Placement on Salary Schedule**

The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule:

### **Subd. 1. Germane**

Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District.

### **Subd. 2. Grades and Credits**

To apply on the salary schedule, all credits beyond the Bachelor's Degree must be graduate credits and carry a grade equivalent of B or higher. A Teacher shall not advance more than one lane progression in any one school year. Any Bachelor's Degree Lane to the Masters Lane shall be considered one lane change.

### **Subd. 3. Prior Approval**

All credits, in order to be considered for application on the salary schedule, must be approved in writing by the Superintendent prior to the taking of the course. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. Graduate programs may be approved in their entirety.

### **Subd. 4. Effective Date**

Individual contracts will be modified to reflect qualified lane changes once every school year effective September 15 or January 15, provided an official transcript of qualified credits is

submitted to the Superintendent's office one week prior to the August or December board meeting. If a transcript is not available by the board meeting, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

**Subd. 5. Advanced Degree Program**

A Teacher shall be paid on the Masters Degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School Board and the degree program is approved in writing by the Superintendent in advance.

**Subd. 6. Application**

No credits will be approved which involve correspondence work, or self-study, unless an exception is granted at the discretion of the Superintendent. Workshops may be used for advancement on the salary schedule if pre-approved by the Superintendent and are germane to the teaching assignment. One quarter hour of credit will be granted for each ten (10) hours of classroom time for a total maximum of fifteen (15) credits. The Superintendent's discretion in approving or denying course work or workshops, as defined in this subdivision shall be final and binding and shall not be subject to the grievance procedure.

**Subd. 7. Concurrent Enrollment**

A stipend of \$500 per semester will be paid for each concurrent enrollment class taught by the Teacher. Teachers interested in teaching a concurrent enrollment class will be approved by the Superintendent.

**Subd. 8. Quarter Hour Credit**

1.5 quarter credits shall equal one (1) semester credit.

**Section 4. Prior Experience**

A new Teacher shall be placed on the lane of the salary schedule as provided in this Article and on such step, as agreed between the School District and the Teacher.

**Section 5. Step Advancement**

In order for a Teacher to qualify for a step advancement, the Teacher must complete 90 or more duty days in the school year.

**Section 6. Pay Deduction**

Whenever a pay deduction is made for a Teacher's absence, the annual salary divided by the number of Teacher duty days shall be deducted for each day's absence.

**Section 7. Substitute Teachers**

Substitute Teachers who are Bargaining Unit members and whose assignment is less than a full school year shall be compensated at the Bachelor's Degree (BS) lane and beginning Step. Bargaining Unit members shall receive one (1) paid sick day for every 30 consecutive days worked.

## **Section 8. Payment of Salaries**

Teachers will be paid twice per month on the 15<sup>th</sup> and the 30<sup>th</sup> days of the month in 24 equal payments. The School District will give the Teachers the option of direct deposit. Once direct deposit has been applied for, it will continue yearly unless changed by written notice. Teachers shall have the option of receiving the June, July, and August salary payments on the last day of school or as soon thereafter as possible. Teachers shall notify the Superintendent's office prior to March 1 of the current school year of their intent to exercise this option. This notification will continue in effect until a change is submitted. Teachers who have terminated employment or have approved leaves will receive all payments by the conclusion of the business year. Checks will be issued on the last working day of the business office, if a pay date falls on a holiday or weekend. Unless the holiday is on a Monday, then the checks will be issued on a Tuesday.

## **Section 9. Staff Sharing**

### **Subd. 1.**

A Teacher who has attained continuing contract status may request to share a teaching position. A Teacher selected to share a position shall retain membership in the Bargaining Unit and shall be considered to meet the definition of "Teacher" in Article III, Section 2.

### **Subd. 2.**

The Teacher wishing to share a position shall make written application to the Superintendent or his designee. In the event that only one position in the job share is filled within the district, the second position shall be posted. Initial or renewal applications must be made by April 1 to facilitate staffing plans for the following school year during which the positions will be shared.

### **Subd. 3.**

Applications may or may not be approved and/or renewed on a yearly basis at the discretion of the Superintendent or his designee. At the time an application is approved, participating Teachers shall mutually agree in writing: to the dates of duty, to refrain from applying for unemployment compensation during that year, to the repayment of any salary advance that is subsequently unearned, and to any other necessary conditions which are consistent with the provisions of this Article.

### **Subd. 4.**

A Teacher who is sharing a position under the provisions of this Article shall retain full seniority rights and the right to all benefits pursuant to this agreement to the extent of the Teacher's employment.

### **Subd. 5.**

Both Teachers sharing a position may be required to participate in staff meetings, parent conferences, and other meetings, as determined by the District without additional compensation beyond their respective Full Time Equivalent (FTE) equivalent.

### **Subd. 6.**

The most senior Teacher in a job sharing position will have the incumbent position if the job share assignment is no longer in effect. Upon completion of the job share assignment, the non-incumbent Teacher may seek another position or apply for a transfer to an open position in the District for which the Teacher is licensed.

**Subd. 7.**

In the event a long-term replacement becomes necessary for a job share partner, the District will ask the remaining partner to fill the position.

**Subd. 8.**

Teachers agreeing to a job share may return to a full time position at any future date (unless, pursuant to Article XIV this would result in the displacement of a more senior qualified Teacher) by giving written notice of this intent by February 15 prior to the school year of intended return.

**ARTICLE VII - EXTRA COMPENSATION**

**Section 1. Co-curricular Schedule**

**Subd. 1.**

The wages and salaries reflected in the Schedules C and D, attached hereto, shall be effective only for the 2023-2025 school years.

**Subd. 2. Extra Compensation**

One third (1/3) of the season co-curricular assignment will be included in the paycheck closest to the middle of the regular season, one third (1/3) of the compensation in the first paycheck after the end of the regular season, and one third (1/3) of the compensation after all of the co-curricular commitments have been cleared with the Activities Director's office.

Payment for additional assignment schedule activities will be made in one payment at the successful completion of the activity, provided a voucher is submitted to the business office signed by the employee and their principal. This pay will be included in the regular paycheck after the activity has been completed.

Employees need to submit a voucher by 6<sup>th</sup> to receive on the 15<sup>th</sup> and by the 20<sup>th</sup> to receive payment on the 30<sup>th</sup>.

Pay for year-long additional assignment schedule activities will be made in two payments if additional assignments schedule activity salary is over \$1,000 and voucher is submitted to the business office signed by the employee and their principal. The pay will be included in the regular paycheck.

The Activity Director's additional assignment activity salary will be paid in 24 equal payments. IRS will determine rate to tax co-curricular and additional assignment salary.

**Subd. 3. Payment of schedule D Co-curricular Full Year Salaries**

Co-curricular staff holding year-long assignments may submit vouchers for payment of salaries for services rendered to date at the end of the first semester.

**Subd. 4. Postseason Pay**

Head Coaches qualifying for postseason pay will receive 1% of their salary per day after the first subsection or section contest until eliminated from championship competition. Varsity Assistant Coaches qualifying for postseason pay will receive 0.5% of their salary per day after the first subsection or section contest until eliminated from championship competition.

Postseason pay will be calculated for each attended practice or contest, Monday through Friday, unless a contest is scheduled on Saturday.

In team sports, postseason pay will be limited to coaches of varsity teams. In individual sports (individual advancement), post-season pay will be limited according to the number of athletes advancing.

Head coaches must check with the Activities Director regarding the number of assistant coaches to be paid in postseason pay after the first section contest. This must be done before work begins. Postseason pay requests will not be approved until all end-of-season forms are completed and returned to the Activities Director Office.

## **Section 2. Extra Class Load**

A Teacher assigned an extra academic class will be paid 8% of the Teacher's rate of pay per semester. This provision applies to secondary classroom teachers. This provision does not apply to independent study. Any extra class meeting less than 5 hours per week will be prorated. Before making an assignment, the District shall first seek qualified volunteers for an extra class.

## **Section 3. Homebound Instruction and Tutoring**

The District shall compensate a Teacher the hourly rate of a long-term substitute Teacher divided by 6 for each hour of homebound instruction. Actual mileage from Teacher's base school to the student's home and return will be paid at the IRS approved mileage rate. The homebound instruction program needs to be approved by the Administration.

## **Section 4. Mileage**

Teachers who are required to use their personal automobiles for school business shall be reimbursed at the current IRS deductible per mile rate.

## **Section 5. Student Teachers**

Student teaching stipend to be paid directly to the supervising Teacher by the college.

## **Section 6. Combination Class**

An elementary Teacher assigned a class of at least two (2) grade levels will be paid 5% on the base Bachelor's Degree salary per semester. A secondary Teacher providing two courses during the same class period will be paid 2% on the base salary per semester.

## **Section 7. Independent Study**

A Teacher will be allowed no more than three students per semester. Teachers will receive \$105 per student per semester for independent study. Independent study shall be approved by the Department Head, the Department's Chairperson: and commence only upon the approval of the Administration. Independent studies will be voluntary. Stipends will be paid on completion of the independent work and a credit assigned by the Teacher and approval by the administration.

## **Section 8. Online Learning**

Online class enrollment will be determined by averaging the previous three years enrollments of the traditional class. Online classes will serve plus or minus 20% of the average. Enrollment will not exceed the 20% cap. If a class has not been offered the previous three years, the most recent

enrollment(s) will be utilized. Classes not previously offered will not exceed 30 students. Online classes still follow the contract for overload, 5-1-1, preps and other pertinent language.

**Section 9. Coordinator Time**

ECFE/ SCHOOL READINESS coordinators will be awarded time to develop district-wide programs, promotion, do record keeping, completing state reports, planning and attending staff advisory council and coordinators meetings, attending workshops, work on program-wide curriculum development and grant writing. They will be compensated at their regular rate of pay.

**ARTICLE VIII - GROUP INSURANCE**

**Section 1. Selection**

The selection of the insurance carriers and policies shall be made by the School District as provided by law.

**Section 2. Health and Hospitalization Insurance**

The School District shall contribute a sum not to exceed the following amounts per year for single, single plus one, and dependent coverage for each full-time Teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan for 2023-2025:

<b>2023-2024</b>	<b>2024-2025</b>
\$12,459 for single coverage	\$12,699 for single coverage
\$19,712.52 for single plus one coverage	\$19,952.52 for single plus one coverage
\$20,060.52 for dependent coverage	\$20,300.52 for dependent coverage

Any additional cost of the premium for single, single plus one, or dependent coverage shall be borne by the Teacher and paid by payroll deduction. The contribution for a full-time Teacher whose spouse is also employed full-time by the District, and said spouse, shall not exceed the amount of the District's contribution for single coverage for one Teacher and the District's contribution for family coverage for the other Teachers, in no event shall either Teacher receive any cash reimbursement. If there is an excess amount of the contribution, after paying the premium, the remainder of the contribution will be contributed to the employee's VEBA account.

**Section 3. Term Life**

Term life insurance in the amount of \$20,000 shall be provided by the School District for each full-time Teacher. The Teacher may elect to personally purchase additional term insurance in an amount approved by the life insurance carrier. The optional insurance may be purchased once each year prior to June 1 of the preceding year.

#### **Section 4. Dental Insurance**

A dental insurance plan will be provided by the School District for all full-time Teachers, subject to provisions set forth by the insurance carrier. The School District shall contribute a monthly amount up to \$25.00 in 2023-2025 toward the cost of the premium for each full-time Teacher for single, dependent or family coverage.

#### **Section 5. Income Protection Insurance**

The School District shall provide all full-time Teachers up to the age of 65 with an income protection plan. The plan shall provide 70% of the yearly contracted income upon disability with a thirty (30) calendar day waiting period from the onset of the disability. In the event a Teacher's sick leave accrual is not used at the time insurance benefits commence, sick leave benefits will be coordinated with the insurance benefits to equal 100% of the contracted daily salary. Coordinated benefits will continue until sick leave accrual is used up.

#### **Section 6. Annuities**

Teachers shall have the option of selecting a company of their choice. A new annuity company can be added when three (3) applications have been received from employees for a specific company with a maximum number of twelve (12) companies allowed (varieties within a family count as 1). No existing companies will be dropped until enrollment drops to zero. The School Board will consider applications of tax shelters at its regular meeting in October of each year. Applications must be made before October 1, and will be acted upon at the October meeting for that fiscal year involved. Changes in annuity companies can only be made before October 1. Amounts can be changed any time.

#### **Section 7. Premium Payments**

All insurance premiums for staff members on extended leaves of absence must be paid by the Teacher.

#### **Section 8. Claims Against the School District**

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

#### **Section 9. Duration of Insurance Contributions**

A Teacher is eligible for School District contribution as provided in this Article as long as the Teacher is employed by the School District. Upon termination of employment, all District contributions shall cease except that a Teacher who has completed a full year shall be eligible for 12 months' contribution.

#### **Section 10. Eligibility**

Full benefits provided in this article are designed for full-time personnel as described in Articles X and XI. Part-time employees who are employed at least 14 hours per week and 90 days in a school year shall be eligible for prorated benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.



## **Section 11. Health Reimbursement Arrangement**

The health insurance plan will have an option of a VEBA Plan which includes district contributions to an HRA (health reimbursement arrangement). The HRA funds will be held in trust for the benefit of the individual employee. Employees enrolled in an HSA compatible insurance policy may direct 50% or 100% of the district contribution to an HSA account in lieu of a VEBA account.

### **Subd. 1.**

Establishment of VEBA: Effective July 1, 2005 Employer shall adopt the VEBA and Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this collective bargaining agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the option date of this agreement. It is intended that this arrangement constitutes a voluntary employees beneficiary association under section 501(c) (9) of the Internal Revenue Code.

Beginning July 1, 2022 the annual district HRA or HSA contribution will be \$3,000 for all insurance policies. The district contribution to an HRA or HSA and the health and hospitalization premium will total the negotiated district contribution as defined in section 2. If there is an excess amount of the contribution, after paying the premium, the remainder of the contribution will be contributed to the employee's VEBA account.

Employer will make equal monthly payments to individual accounts under the HRA arrangement for active qualifying employees who are members of this collective bargaining agreement. Any employee who is terminated before the end of the academic year will have his or her contribution prorated accordingly, and have any over contribution deducted from his or her final check. The annual contribution will be prorated for part-time employees or any employee starting after the beginning of the academic year in proportion to his or her teaching days.

### **Subd. 2.**

Regarding use of funds - *\*\*See note below*

### **Subd. 3.**

Employees who have spouses who are employed by the district will be eligible for the \$3,000 HRA insurance contribution. If there is an excess amount of the contribution, after paying the premium, the remainder of the contribution will be contributed to the employee's VEBA account.

### **Subd. 4.**

Regarding payment of fees - *\*\*See note below*

### **Subd. 5.**

Regarding ownership of account - *\*\*See note below*

### **Subd. 6.**

The Insurance Committee will review and monitor the existing VEBA and HSA plan.

### **Subd. 7.**

No insurance plan will be dropped or changed unless negotiated and voted on by the membership.

**Subd. 8.**

All plans will be available for employee choice. Employees may switch plans every July 1 as is the practice now. Policies will not be separated to drive up individual premium increases.

**Subd. 9.**

As referenced in Articles XVII and XVIII, severance will be placed into this HRA as indicated by Article VIII, Section 12 below.

**Subd. 10.**

If an employee is enrolled in the plan, and they incur a medical emergency and there are insufficient funds in their account to cover the deductible, the employee can request the district pre-fund their plan.

*\*\* The Health Reimbursement Arrangement will be administered according to Board Policy. The Education Association will be consulted prior to any changes in the Board Policy.*

**Section 12. Post-Retirement Health Care Savings Plan**

Upon retirement, the district shall contribute the appropriate amount for each day of unused sick leave accumulated by each retired Teacher into an individual account in the retiree's name with the VEBA HRA.

**ARTICLE IX - LEAVES OF ABSENCE**

**Section 1. Sick Leave**

**Subd. 1.**

All full-time Teachers shall earn sick leave at the rate of sixteen (16) days per year. Eight (8) days of leave shall be credited on September 1, and eight (8) days of leave shall be credited on January 1. Any Teacher taking an approved leave of absence will earn sick leave prorated at a rate of 1.78 days per month for the months they are employed. Notification of comp time and sick leave will be provided electronically.

**Subd. 2.**

Unused sick leave shall accumulate to a maximum of 115 days per Teacher. Sick leave shall be accrued at the rate of 16 days per year to an end of the maximum of 131 days. At the end of the school year all qualified Teachers will return to 115 days maximum credit. Unused days, above 115 days, will be paid into the post-retirement health care savings plan in the employee's name at a rate of \$100 per three (3) days, up to fifteen (15) days.

**Subd. 3.**

Sick leave with pay shall be allowed by the School Board whenever a Teacher's absence is found to have been due to disability which prevented his/her attendance at school and performance of duties on that day or days.

**Subd. 4.**

The School District may require a Teacher to furnish a medical certificate from the school health officer or from a qualified medical doctor as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a Teacher for sick leave is reserved to the School Board.

**Subd. 5.**

In the event that a medical certificate will be required, the Teacher shall be so advised. The School District shall pay the medical cost of the required certificate.

**Subd. 6.**

Sick leave allowed shall be deducted from the accrued sick leave days earned by the Teacher, partial days will be deducted in 1/7 increments.

**Subd. 7.**

Sick leave pay shall be approved only upon submission of a signed request form.

**Subd. 8.**

Notification of earned sick leave will be electronically.

**Subd. 9.**

Under extraordinary circumstances, staff may donate sick days, comp time or personal leave to a staff person who has no sick leave, comp or personal leave left, with Superintendent's approval. Requests for approval of donations must be made to the Superintendent prior to the depletion of sick leave, comp and personal leave.

**Section 2. Worker's Compensation**

Pursuant to Minnesota Statutes Chapter 176, a Teacher injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District. The salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 3. Bereavement and Family Illness**

Five (5) days, non-accumulative, deducted from sick leave, will be granted each year for non-personal illness or bereavement. Additional days may be granted at the discretion of the Superintendent. We have an understanding that additional days will be granted coming from sick leave first and then personal leave and/or comp time days.

**Section 4. Personal Leave**

Each year, a Teacher shall be granted three (3) personal leave days and may carry two (2) forward to a max of five (5), with pay and deducted from sick leave. If a Teacher does not use their personal leave days they may sell the days back to the District at the highest substitute rate of pay for each unused day.

**Subd. 1.**

No more than two (2) Teachers from each building will be approved for personal leave on a particular day.

**Subd. 2.**

Requests for personal leave must be made to the Superintendent or his/her designee at least two (2) days in advance and do not need to state reasons. In emergencies, leaves may be requested via telephone.

**Subd. 3.**

Requests for personal leave on non-student contact days (curriculum days) are subject to the Superintendent's approval.

**Subd. 4.**

Leaves of three (3) or more consecutive days must be submitted for approval at least seven (7) days in advance. If notice is less than seven (7) days, approval may be made at the Superintendent's discretion.

**Subd. 5.**

Personal leave may not be used the day before a break.

**Section 5. Child Activity Leave**

Twelve (12) hours non-accumulative, deducted from sick leave will be granted each year for child activity leave. Partial days will be deducted in 1/8 increments. Additional days may be granted at the discretion of the Superintendent.

**Section 6. Child Care Leave**

**Subd. 1.**

A child care leave without pay shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care to a Teacher's naturally born or legally adopted child, children, or ward for an extended period of time.

**Subd. 2.**

A Teacher making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least six weeks before commencement of the intended leave. A Teacher making an application for adoption or legally awarded custody of a child for an extended period of time shall submit a written application to the School Board upon learning of the date of home placement, including the desired commencement date and return date. Adoption leave will commence at the date of home placement and may be for a period as requested by the Teacher up to one (1) year or as otherwise agreed by the School District and the Teacher.

**Subd. 3.**

The School District may adjust when possible the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

**Subd. 4.**

In making a determination concerning the duration of a child care leave, the School Board shall not, in any event, be required to grant any leave more than twelve (12) months in duration. Leaves may be extended, upon mutual agreement of the Superintendent and Teacher, for up to three months, subject to School Board approval.

**Subd. 5.**

A Teacher returning from child care leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave. A Teacher shall have the option of returning early pursuant to providing the District, in writing, with a ten (10) working days notice. The ten (10) working days may be waived under unusual circumstances by mutual agreement.

**Subd. 6.**

Failure of the Teacher to return pursuant to the date agreed to under this section shall constitute grounds for termination, unless the School District and the Teacher mutually agree to an extension of the leave.

**Subd. 7.**

A Teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provision of this Agreement at the commencement of the beginning of the leave. The Teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave. A Teacher's seniority date shall not be affected by the use of said leave.

**Subd. 8.**

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

**Section 7. Military Leave**

Military leave shall be granted pursuant to applicable law.

**Section 8. Professional Improvement and Extended Personal Leave**

A leave of absence, not to exceed two years, may be granted to any tenured Teacher for the purpose of engaging in study at an accredited college, foreign or military teaching careers, Peace Corps, or Jobs Corps upon request to and approved by the School Board.

**Subd. 1.**

The Teacher shall notify the District in writing by April 1 whether the Teacher will return the subsequent year. Failure to notify the District by that date shall constitute a resignation.

**Subd. 2.**

A Teacher who returns from such 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 beginning of the leave. The Teacher shall not accrue additional experience credit or leave time during the period of absence for such leave.

**Subd. 3.**

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

**Section 9. Leave of Absence**

A leave of absence up to one year may be granted to any tenured Teacher, upon written application and with the approval of the Superintendent, for personal reasons. The Teacher's continuing contract

shall remain in effect and the Teacher shall retain all seniority, salary, and fringe benefits which were accrued prior to taking the leave. Such leave is without pay and fringe benefits. Such leave may be requested only in extraordinary circumstances and is without pay and fringe benefits.

#### **Section 10. Five Year Leave of Absence**

Up to a five-year leave of absence may be granted to qualifying Teachers in accordance with §122A.46.

#### **Section 11. Insurance Application**

A Teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

#### **Section 12. Credit**

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

#### **Section 13. Eligibility**

Full leave benefits provided in this Article shall apply only to full-time Teachers as defined in Articles X and XI. Part-time Teachers shall be eligible for prorated benefits proportional to the extent of their employment.

#### **Section 14. Professional Organization**

Thirty (30) days will be granted to the Waterville-Elysian-Morristown's Education Association's total membership for involvement in professional activities. Requests for these days will be made no later than one week in advance by the President of the Association to the Superintendent. Limit three per time. Any time off beyond these thirty (30) days is payroll deductible. The Association shall pay for the cost of substitute Teachers after the first five (5) days. In addition, five (5) days at no cost to the Association will be allowed. These five (5) days are for mediation only. Limit five (5) per time for mediation.

#### **Section 15. Jury Duty**

A Teacher who serves on jury duty while school is in session shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the school district less mileage.

#### **Section 16. Subpoena**

A Teacher subpoenaed due to job-related circumstances will be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance.

## **Section 17. Family Medical Leave**

(runs concurrent with contract)

### **Subd. 1.**

Pursuant to the Family and Medical Leave Act P.S. 103-3, 1993, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. the birth and first-year care of a child
2. the adoption or foster placement of a child
3. the serious health condition of an employee's spouse, child or parent, and
4. the employee's own serious health condition

### **Subd. 2.**

An eligible employee shall be granted, upon written request, a leave of up to a total of five (5) days of paid leave in connection with the birth of a child per year. An eligible employee shall be defined as an employee with one (1) year of service.

### **Subd. 3.**

During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement or a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

### **Subd. 4.**

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

### **Subd. 5.**

The employee may elect, or the School District may require, the employee to substitute paid sick leave or paid emergency leave for leave otherwise provided under this section.

### **Subd. 6.**

The employee will provide at least thirty (30) days of written notice of request for leave when the reasons for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employee.

## **ARTICLE X - HOURS OF SERVICE**

### **Section 1. Basic Day**

The Teacher's basic day, inclusive of lunch, shall be eight (8) hours. When Teachers work an additional four (4) hours, for conferences or open house, it will be counted as half a teacher duty day. On Fridays and days before vacations, Teachers will be allowed to leave after departure of the last student bus.

Recognizing the unique, changing, and irregular nature of the ECFE/ SCHOOL READINESS program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

## **Section 2. Building Hours**

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board and/or its designee.

## **Section 3. Compensatory Time**

Compensatory time will be given in increments of half and whole periods for in-house subbing, attendance at IEP meeting after 4:30 P.M., with the approval of Administration, and for Teachers required to attend open house. Seven (7) periods of compensatory time equals one day.

### **Subd. 1.**

No more than fourteen (14) hours of compensatory time can be used each school year.

Compensatory time can be used in hourly increments. Partial days will be deducted in 1/7 increments.

### **Subd. 2.**

Not more than two (2) Teachers, including personal leave, from each building will be approved for compensatory leave on a particular day.

### **Subd. 3.**

Request for compensatory time must be made to the Superintendent or his/her designee at least two (2) days in advance.

### **Subd. 4.**

Compensatory leave cannot be used the day before a holiday, day after a holiday, or the last two weeks of the school year.

### **Subd. 5.**

At the end of each school year, compensatory hours which are not used will be paid out at the highest hourly sub rate of pay. Compensation will be dispersed by the June 30th paycheck.

Teachers may carry over up to fourteen (14) hours of compensatory time each year. Teachers must notify the district by May 15th if they intend to carry over compensatory hours.

## **Section 4. Period**

A period is defined as 50 minutes for elementary and a 5-1-1 ratio for secondary as direct instruction, supervision, and prep, respectively.

## **Section 5. Additional Activities**

In addition to the basic school day, Teachers shall be required to reasonably participate in school activities beyond the basic Teacher's day as is required by the School Board or its designated representative. The normal duties for Teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities as determined by the Principal, Superintendent, or School Board. Teachers who supervise additional activities will be compensated according to Schedule D. A Wage Verification Form signed by the Supervisor of the event will indicate proof of supervision.

## **Section 6. Preparation Time**

Secondary Teachers will be provided one period of preparation time during the student day.

Elementary Teachers will be provided preparation time comparable to secondary preparation time in



blocks of no less than one-half of the total time each during the student contact day. Preparation time is intended for Teachers, excluded are counselors and nurses.

ECFE/ SCHOOL READINESS Teachers will be allocated time for preparation and setup time. Class preparation time will be based on a match of contact time. This includes class planning, preparation of materials, purchasing supplies, phone calls, scheduling, and paperwork. Classes scheduled in elementary rooms will be allowed 1/2-hour set-up/moving time in addition to preparation time. Special Events may require additional preparation time and will be based on time worked. ECFE/ SCHOOL READINESS Teachers will be allowed 1/2 hour for clean up time after class ends. School Readiness classes, with bus-riding students may need extra clean up time. ECFE/ SCHOOL READINESS Teachers will schedule a clean up day for all ECFE/ SCHOOL READINESS rooms at the end of each session as needed.

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

### **Section 1. Teacher Duty Days**

The School Board shall establish the number of school days and Teacher duty days for each school year and the Teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The school year for 2023-2024 shall consist of 183 Teacher duty days and for the 2024-2025 school year shall consist of 183 Teacher duty days. Waterville-Elysian-Morristown can have classes on Veteran's Day and Columbus Day.

#### **Subd. 1.**

The school calendar will be adopted by the District and the Exclusive Representative.

#### **Subd. 2.**

Prior to modifying the school calendar, after it has been board approved, the School District shall afford to the Association the opportunity to meet and discuss on such matters.

### **Section 2. Inclement Weather Closings**

In the event of school closings, due to inclement weather, the Teacher agrees to teach online using the e-learning model adopted by the District and the Exclusive Representative, with the exception of the first emergency closing day, which the Teacher will not be required to make up.

#### **Subd. 1.**

If school is dismissed early due to inclement weather, Teachers will be allowed to leave after departure of the last bus.

#### **Subd. 2.**

When a Teacher applied for leave on an e-learning day, the Teacher may request to work and their time will be returned to their leave bank. Otherwise, the Teacher shall not be required to be accessible to students.

#### **Subd. 3.**

In the event that all allotted e-learning days are used, the School District reserves the right to modify the calendar. Prior to modifying the calendar the School District shall afford to the Exclusive Representative the opportunity to meet and discuss such matters.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **Section 1. Grievance Definition**

A "grievance" shall mean an allegation by a Teacher, with approval from the Exclusive Representatives, resulting in a dispute or disagreement between the Teacher and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

### **Section 2. Representative**

The Teacher or School District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

### **Section 3. Definitions and Interpretations:**

#### **Subd. 1. Extension**

Time limits specified in this Article may be extended by mutual agreement or in the event of an emergency.

#### **Subd. 2. Days**

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law. A Saturday or a Sunday is not a working day.

#### **Subd. 3. Computation of Time**

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

#### **Subd. 4. Filing and Postmark**

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

### **Section 4. Time Limitation and Waiver**

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

### **Section 5. Adjustment of Grievances**

The School District and the Teacher shall attempt to adjust all grievances which may arise during the course of employment of any Teacher within the School District in the following manner:

### **Subd. 1. Level I**

If the grievance is not resolved through informal discussions, the School District's designee shall give written decision on the grievance to the Teacher within seven (7) days after receipt of the written grievance.

### **Subd. 2. Level II**

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the Superintendent or the Superintendent's designee shall issue a decision in writing to the Teacher.

### **Subd. 3. Level III**

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the Teacher. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

## **Section 6. School Board Review**

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representatives notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

## **Section 7. Denial of Grievance**

Failure of the School Board or its representative to issue a decision within the time periods herein shall constitute a denial of the grievance and the Teacher may appeal it to the next level.

## **Section 8. Mediation**

Before arbitration, both parties may appeal for review by the Bureau of Mediation Services.

## **Section 9. Arbitration Procedures**

In the event that the Teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

### **Subd. 1. Request**

A request to submit a grievance to arbitration must be in writing signed by the Teacher, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III.

### **Subd. 2. Prior Procedure required**

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

### **Subd. 3. Selection of Arbitrator**

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from Bureau of Mediation Services (BMS) within the time periods provided herein shall constitute a waiver of the grievance.

### **Subd. 4. Hearing**

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

### **Subd. 5. Decision**

Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

### **Subd. 6. Expenses**

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

### **Subd. 7. Jurisdiction**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have any jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein: nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and

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

## **ARTICLE XIII - DISCIPLINE AND SUSPENSION**

### **Section 1. Discipline**

No Teacher shall be disciplined, reduced in compensation or suspended without just cause. This Article shall not apply to terminations or discharges as provided in §122A.40.

### **Section 2. Teacher Reprimand**

The parties mutually recognize the concept of progressive discipline. The Teacher has the right to have a union representative present at disciplinary meetings. Accordingly, normal disciplinary procedures shall be as follows:

1. Counseling/Informal Discussion: designed to assist the Teacher to fully develop his/her skills and abilities on the job.
2. Oral warning or reprimand: a verbal notification by the administration to the Teacher, that his/her performance or behavior must be improved. This sets forth the areas in which improvement is required and establishes goals leading to improvement.
3. Written reprimand: a formal written warning that unless behavior or performance improved, more severe discipline will follow. The written warning will set forth goals, timetables, and consequences of failure to improve. (Copy to employee and Association.)
4. Suspension with pay: temporary removal of a Teacher from the job. (Copy to the employee and Association.)
5. Suspension without pay: (Copy to employee and Association.)

While the School District intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose the discipline in a manner otherwise is solely within the discretion of the School District.

## **ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY REPORT**

### **Section 1.**

The purpose of this article is to implement the provisions of §122.A40, Subd. 10. which when adopted, shall constitute the required plan for Unrequested Leave of Absence, hereinafter referred to as ULA, because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidations of school districts.

### **Section 2. Definitions**

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

### **Subd 1. Teacher**

“Teacher” shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by §122A.40, Subd 1.

### **Subd. 2. Qualified**

“Qualified” shall mean a teacher who possesses a Minnesota license in the subject matter or field taught.

### **Subd. 3. Seniority**

“Seniority” applies only to qualified teachers and commences with the date the contract with the school district is signed. Tier 1 Teachers shall have less seniority than Tier 2 Teachers. Tier 2 Teachers shall have less seniority than Tier 3 Teachers. Tier 3 Teachers shall have less seniority than Tier 4 teachers. Teachers will be placed on the seniority list accordingly.

## **Section 3. ULA**

### **Subd. 1. Terms**

The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes at the end of the teachers’ contract. Such leave of absence shall continue for a period of five (5) years, after which the right of reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the superintendent of the school, by April 1st of each year, a written statement requesting reinstatement.

### **Subd. 2. Notice**

Teachers who may be placed on such leave shall receive notice by April 1st of the school year prior to the commencement of such leave with reasons for said placement.

### **Subd. 3. Placement**

A teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1, Tier 2, or probationary teachers are retained in positions for which the teacher is licensed. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed.

No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided in the “Teacher Evaluation and Peer Review Process” required in §122A.40, Subd. 8.

If a teacher is placed on a written “Teacher Evaluation Plan” by June 15 for the upcoming school year and does not successfully complete the improvement plan by April 1, they will be placed on a ULA prior to a less-senior teacher due to the discontinuance of a position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

### **Subd. 4. Affirmative Action Program**

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

### **Subd. 5. Tie-Breaker**

In the event of a tie in seniority, the following tie-breakers shall be used with the higher number or earlier date conferring greater seniority:

1. Lane placement (higher lane)
2. Elimination of school-sponsored academic program (ie AVID, Concurrent Enrollment)

### **Subd. 6. Years of Service**

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

### **Subd. 7. Dropping of License**

A teacher shall not drop a license in which they are currently teaching.

## **Section 4. Realignment**

For purposes of placement on ULA or recall from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified.

## **Section 5. Reinstatement**

### **Subd. 1. Process**

No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

### **Subd. 2. Notices**

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

### **Subd. 3. Acceptance of Reemployment**

A teacher placed on ULA shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on

unrequested leave. A teacher has ten (10) business days to accept the reinstatement position. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from.

## **Section 6. Establishment of Seniority List**

### **Subd. 1. Placement**

The School Board shall annually cause a seniority list by name, date of employment, qualification and subject matter or field to be prepared from its records. It shall thereupon post such list in an official place in each schoolhouse of the District by November 15 and approved by the School Board by December 30.

### **Subd. 2. Appeal Process**

Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have 10 days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.

### **Subd. 3. Final List**

Within 10 days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or the cessation of services or new employees. Such yearly revised lists shall govern the application of the unrequested leave of absence policy until thereafter revised.

## **Section 6. Filing of Licenses**

In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such school year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

## **Section 7. Effect**

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

## **Section 8. Procedure**

### **Subd. 1. Notice to teachers**

Following school board action on discontinued positions and school board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- a. States the applicable grounds for the proposed placement



- b. Provides notice to the teacher of their right to request a hearing on the proposed placement within 7 days from the receipt of the notice; and
- c. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board’s proposed placement action. (Copy to the Association)

**Subd. 2. Right to a hearing and decision**

If the teacher requests a hearing within 7 days from the receipt of notice, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing.

**Section 9. Final Board Action**

Final board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the school board decision.

**ARTICLE XV - PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

**ARTICLE XVI - STATE APPROVED TAX-DEFERRED MATCHING PROGRAM - 403B**

**Section 1. Eligibility**

All Teachers in compliance with Article VI, Sec. 5, in District 2143 will be eligible to participate in the matching prorated program at their full time equivalent, but not greater than 1.0, at the commencement of the 2003-2004 school year as permitted by §356.24.

**Subd. 1.**

The School District will contribute according to the following matching schedule:

<b>Hired before September 2, 2024</b>		<b>Hired after September 2, 2024</b>	
Years of Service in ISD 2143	Match	Years of Service in ISD 2143	Match
0-3	\$0	0-3	\$0
4-9	\$800	4-9	\$950
10-14	\$920	10-14	\$1070
15-19	\$1,100	15-19	\$1,250
20-24	\$1,400	20-24	\$1,550
25+	\$1,700	25+	\$1,850

**Subd. 2.**

The match must be dollar for dollar; however, the individual may contribute more than the School District. The match will be in equal dollar amounts over 24 pay periods beginning September 15.

**Subd. 3.**

The School District will contribute matching dollars to any district approved annuity fund as outlined in Article VIII, Section 6.

**Subd. 4.**

The School District contribution will begin when the Teacher initiates an eligible investment program. The program will be continuous unless written notification is received by the School District. The match will upgrade automatically if sufficient funds are currently being invested. The School District will notify employees annually of their service step and amount the School District will match. The District will notify Members through Schedule E.

**Subd. 5.**

Teachers on unpaid General or Family Leave may not participate in the Tax-deferred Matching Program while on leave.

**ARTICLE XVII - LUMP SUM DISTRIBUTION OF SICK LEAVE**

**Section 1. Eligibility**

Teachers who have at least twenty (20) years of full-time service (or the equivalent) with the School District who are at least fifty-five (55) years of age shall be eligible for lump sum distribution.

**Section 2. Rate of Pay**

**Subd. 1.**

The Teacher shall be eligible to receive pay upon severance in the amount obtained by multiplying 25% of the unused number of sick leave days times his/her daily rate of pay. Number of days not to exceed thirty (30) days.

**Section 3. Maximum Daily Rate**

The maximum daily rate of pay will be 1.5 times BA beginning step.

**Section 4. Payment**

Lump sum distribution of sick leave shall be paid by the School District in one lump sum on July 15th and shall not be granted to any Teacher who is discharged by the School District.

**Section 5. Beneficiary**

If a Teacher dies before the lump sum distribution of sick leave, the amount due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

## **Section 6. Timeline**

The application deadline shall be May 1st. The lump sum distribution of sick leave shall be effective at the end of the school year in which the person qualifies, unless otherwise agreed to between the Teacher and the School District.

# **ARTICLE XVIII - RETIREMENT HEALTH INSURANCE**

## **Section 1. Eligibility**

Teachers hired before September 2, 2024, who have met the Rule of 85 (Number of years teaching in a Minnesota public school plus your age) and have twenty (20) years of full time service or the equivalent in the district, shall be eligible for a district contribution toward health insurance.

## **Section 2. Timeline**

Any Teacher who desires to retire must submit a letter of retirement to the board on or before February 1st of the school year in which they intend to retire.

## **Section 3. Contribution**

### **Subd. 1.**

Any Teacher who retired pursuant to Article XVIII Section 1 and Section 2 is eligible to receive a \$6,000 a year benefit for seven (7) years.

### **Subd. 2.**

Any Teacher who retired pursuant to Article XVIII Sections 1 and 2 who has been in the district for twenty (20) years (but not equivalent to full time) is eligible to receive a \$2,000 a year benefit for six (6) years.

### **Subd. 3.**

Any Teacher who retired pursuant to Article XVIII Section 1 who notifies the district after the submission deadline is eligible to receive a \$2,000 a year benefit for six (6) years.

## **Section 4. Insurance Plan**

A Teacher who retired pursuant to this Article shall be eligible to continue participation in the School District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, and shall pay the entire premium for such insurance. It is the responsibility of the Teacher to make arrangements with the Superintendent's office to pay the School District the monthly premium amounts in advance and on such date as determined by the School District. The Teacher's right to continue participation in such group insurance will continue until the end of the school year in which the Teacher reaches their 65th birthday, subject to carrier limitations.

## **Section 5. Payment**

### **Subd. 1.**

The \$6,000 or \$2,000 is for retirees to purchase health insurance with their option to stay on the district plan or inform the district they are choosing their own insurance option and want their funds placed into their employee trust account.

**Subd. 2.**

If the retiree goes off the district plan, funds will be placed in their trust account quarterly. If the retiree remains on the district plan, the \$6,000 or \$2,000 will be divided into twelve (12) equal parts and paid toward the health insurance premium. If a balance is due, the retiree will pay the difference monthly.

**ARTICLE XIX - MEET AND CONFER**

**Section 1. Representation**

A Meet and Confer Council consisting of three Teachers appointed by the Exclusive Representative and three representatives representing the School Board and administration shall be established in order to meet the Meet and Confer provision of PELRA.

**Section 2. Meeting Dates**

The Meet and Confer Council shall meet at mutually agreeable times at least once every four months, as defined by PELRA, with meetings being postponed or canceled by mutual consent. The meeting dates will be determined and placed on the school calendar at the beginning of the school year. Additional meetings may be scheduled by mutual agreement of both parties.

**Section 3. Chairperson**

The Chairperson of the Meet and Confer Council shall be selected by the Meet and Confer Council on a yearly basis.

**Section 4. Agenda development**

The agenda shall be mutually developed by the Chairperson and the Teacher representative ten (10) working days prior to the meeting date.

**Section 5. Agenda Items**

All agenda items must conform to PELRA. The Exclusive Representative and the District mutually agree to discuss any and all issues of concern with the respective personnel prior to presentation at a Meet and Confer session.

**ARTICLE XX - DURATION**

**Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter as provided by PELRA. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

## **Section 2. Effect**

This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the Teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this contract shall be construed to obligate the School District to continue or discontinue existing or past practices that may have existed prior to the date of execution July 1, 1994, by the Exclusive Representative, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be express violation of any provision of this Agreement.

## **Section 3. Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except where specified by state statute.

## **Section 4. Severability**

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

# 2023-2024 SCHEDULE A

sem	BS	BS 10	BS 20	BS 30	BS 40	BS 50/MS	MS 10	MS 20	MS30
<b>A</b>	40,000	41,160	42,350	43,580	44,840	46,270	47,610	48,990	50,410
<b>B</b>	41,200	42,390	43,620	44,890	46,190	47,660	49,040	50,460	51,920
<b>C</b>	42,440	43,660	44,930	46,240	47,580	49,090	50,510	51,970	53,480
<b>D</b>	43,710	44,970	46,280	47,630	49,010	50,560	52,030	53,530	55,080
<b>E</b>	45,020	46,320	47,670	49,060	50,480	52,080	53,590	55,140	56,730
<b>F</b>	46,370	47,710	49,100	50,530	51,990	53,640	55,200	56,790	58,430
<b>G</b>	47,760	49,140	50,570	52,050	53,550	55,250	56,860	58,490	60,180
<b>H</b>	49,190	50,610	52,090	53,610	55,160	56,910	58,570	60,240	61,990
<b>I</b>	50,670	52,130	53,650	55,220	56,810	59,055	60,330	62,050	63,850
<b>J</b>	52,190	53,690	55,260	56,880	58,510	60,380	62,140	63,910	65,770
<b>K</b>	53,760	55,300	56,920	58,590	60,270	62,190	64,000	65,830	67,740
<b>L</b>	55,370	56,960	58,630	60,350	62,080	64,060	65,920	67,800	69,770
<b>M</b>	57,030	58,670	60,390	62,160	63,940	65,980	67,900	69,830	71,860
<b>N</b>	58,740	60,430	62,200	64,020	65,860	67,960	69,940	71,920	74,020

# 2024-2025 SCHEDULE B

sem	BS	BS 10	BS 20	BS 30	BS 40	BS 50/MS	MS 10	MS 20	MS30
<b>A</b>	41,740	42,950	44,190	45,470	46,790	48,140	49,530	50,970	52,450
<b>B</b>	42,990	44,230	45,510	46,840	48,190	49,590	51,020	52,500	54,020
<b>C</b>	44,280	45,550	46,880	48,250	49,640	51,070	52,550	54,070	55,640
<b>D</b>	45,610	46,920	48,290	49,700	51,140	52,600	54,130	55,690	57,310
<b>E</b>	46,970	48,330	49,740	51,190	52,670	54,180	55,760	57,370	59,020
<b>F</b>	48,380	49,780	51,230	52,720	54,250	55,810	57,430	59,080	60,790
<b>G</b>	49,830	51,270	52,760	54,310	55,870	57,480	59,160	60,850	62,610
<b>H</b>	51,320	52,810	54,350	55,940	57,550	59,210	60,940	62,670	64,490
<b>I</b>	52,870	54,390	55,980	57,620	59,280	60,990	62,770	64,560	66,430
<b>J</b>	54,460	56,020	57,660	59,350	61,050	62,820	64,650	66,490	68,430
<b>K</b>	56,090	57,700	59,390	61,130	62,890	64,700	66,590	68,490	70,480
<b>L</b>	57,770	59,430	61,170	62,970	64,770	66,650	68,580	70,540	72,590
<b>M</b>	59,510	61,220	63,010	64,860	66,710	68,650	70,640	72,650	74,760
<b>N</b>	61,290	63,050	64,900	66,800	68,720	70,710	72,770	74,830	77,010

# SCHEDULE C

## CO-CURRICULAR ASSIGNMENTS

2023-2024

2024-2025

### Baseball, Basketball, Cross Country, Football, Gymnastics, Softball, Track, Volleyball, & Wrestling

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Head	5,777	6,008
1st Assistant	4,118	4,283
2nd Assistant	3,289	3,420
3rd Assistant	2,739	2,848
Junior High	2,476	2,575

### Cheerleading & Danceline

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Head	3,339	3,472
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### Speech

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Head	3,339	3,472
1st Assistant	2,341	2,434



# SCHEDULE D

ASSIGNMENT	2023-2024	2024-2025
Activities Director	6,464	6,722
AFS	1,381	1,436
AVID Coordinator	2,825	2,938
Band – Jazz	924	961
Band – Pep	1,549	1,611
Band – School Marching	625	650
Band – Summer Hourly Wage (Per Hour - Max of \$5563)	33.70	35.05
Band – Summer Marching (Per Local Parade-Per Day)	258	268
Chaperone Bus/Dance (1-4 hours)	50	52
Chaperone Bus/Dance (4 + hours)	100	104
Choir – Swing (Echo)	1,848	1,921
Choir - Honors (Gifted and Talented Hourly Rate)	33.70	35.05
Class Advisor – Junior (per team)	2,916	3,032
Class Advisor – Senior (per team)	1,420	1,477
District Computer Coordinator	6,419	6,676
Drivers Education (Per Hour)	33.70	35.05
Eagle Bluff Supervision (per homeroom teacher)	200	208
FCCLA	1,609	1,674
FFA Advisor (full single or 500 less with assistant)	3,000	3,120
FFA Assistant Advisor	1,500	1,560
Gifted and Talented (Per Hour)	33.70	35.05
Hall/Playground Supervision (Per Hour)	18.57	19.32
Head Supervisor/Coordinator	65	67
<i>Industrial Technology Display &amp; Art Displays</i>		
Head Supervisor/Coordinator	108	112
<i>Music Programs, Kindergarten Language Programs</i>		

Head Supervisor/Coordinator	200	208
<i>Spelling Bee, Geography Bee, Science Fair</i>		
Knowledge Bowl Coach	1,773	1,844
Math Masters (Per Hour)	33.70	35.05
Minnesota Honor Society	653	679
WEM Stock - Director	1,993	2,073
Play – Musical Assistant	1,425	1,482
Play – Director (Per Play)	1,993	2,073
Play – Junior High	1,289	1,341
Play – One Act	934	971
Play – Technical Director/Set Designer	331	344
Special Olympics Coordinator	1,524	1,585
Student Council	1,354	1,408
Summer School (Per Hour)	37.00	38.48
Summer Technology (Per Hour)	37.00	38.48
Supervisor Additional Activities Art X, Section 5	50	52
<i>Elementary Programs &amp; Junior High Athletic Activities</i>		
Supervisor Additional Activities Art X, Section 5	100	104
<i>High School Athletic Events/others (about 4 hrs)</i>		
Yearbook – K-8	1,525	1,586
Yearbook – Senior High	2,343	2,436

# SCHEDULE E

## NOTICE OF ASSIGNMENT

TO:  
DATE:  
FROM: Independent School District 2143  
SUBJECT: Notice of Salary and Assignment(s) for the \_\_\_\_\_ School Year

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1. Your basic assignment for the \_\_\_\_\_ school year is:
2. Pursuant of the provisions of the Teachers' Master Agreement, your step, lane, and salary for the \_\_\_\_\_ School Year for basic services is:

LANE/STEP/SERVICE YEAR \_\_\_\_\_

SALARY \$ \_\_\_\_\_

Summer pay and/or additional assignments: \$ \_\_\_\_\_

3. 403B current contribution amount: \$ \_\_\_\_\_

403B matching funds: \$ \_\_\_\_\_ \*

The School District reserves the right to make any modifications or adjustments in these assignments during the school year as per the Master Agreement.

"An equal opportunity employer"

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**\*If district contribution is higher than your own contribution, contact payroll/403B provider to increase your individual contribution.**

**Article XVI. Section 1. Subdivision 2. States "The match must be dollar-for-dollar. However, the individual may contribute more than the school district."**

# SCHEDULE F

LETTER OF EXTRA CLASS LOAD, CO-CURRICULAR, AND/OR ADDITIONAL SCHEDULE ASSIGNMENT

TO:  
FROM: Independent School District 2143  
SUBJECT: Notice of Letter of Extra Class Load, Co-curricular, and/or Additional Schedule  
Assignment for the \_\_\_\_\_ School Year

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OFFICIAL'S SIGNATURE \_\_\_\_\_ Dated: \_\_\_\_\_

1. Your extra class load, co-curricular, and/or additional schedule assignment for the \_\_\_\_\_ school year is:
2. Your salary for the given position is:
3. The School District reserves the right to make any modifications or adjustments in these assignments during the school year.

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

For Waterville-Elysian-Morristown  
Education Association

For Independent School District #2143

\_\_\_\_\_  
W-E-M EA President - Patty Pettis

\_\_\_\_\_  
W-E-M School Board Chairperson - Gary Michael

\_\_\_\_\_  
Chief Teacher Negotiator - Anna Skidmore

\_\_\_\_\_  
Chief Board Negotiator - Jeff Stangler

Dated \_\_\_\_\_, 2024

Dated \_\_\_\_\_, 2024