

MASTER AGREEMENT BETWEEN

INDEPENDENT SCHOOL DISTRICT #821
MENAHA, MINNESOTA

AND

EDUCATION MINNESOTA, MENAHA (EMM)

JULY 1, 2025- JUNE 30, 2027



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ARTICLE I: PURPOSE

This Agreement is entered into between Independent School District No. 821, Menahga, Minnesota, hereinafter referred to as the School District, and the Education Minnesota, Menahga, hereinafter referred to as EMM and/or 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 for the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition In accordance with the PELRA, the School District recognizes Education Minnesota, Menahga 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 The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in the 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 School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. “Terms and conditions of employment” is subject to the PELRA. In the case of school employees, “terms and conditions of employment” includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios.

Section 2. Teacher “Teacher” shall mean all persons in the appropriate unit employed by the School District in positions for which the persons must be licensed by the Professional Educator Licensing and Standards Board (PELSB) or the Commissioner of Education; but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, and essential employees. Substitute teachers will be compensated according to School District policy.

Subd. 1. Full-time Teacher: The term “full-time teacher” means all regular teachers and substitute teachers who work at least thirty (30) hours per week in the School District as a teacher.

Subd. 2. Part-time Teacher: The term “part-time teacher” means all regular and substitute teachers who work fewer than thirty (30) hours per week in the School District as a teacher.

Subd. 3. Substitute Teacher:

- (1.) The term “long-term substitute teacher” means a teacher who is hired for a duration of time equal to or greater than one (1) school year to replace one (1) regular teacher on a leave of absence or, when hired, is expected to replace a teacher for a duration of time equal to or greater than thirty (30) working days and meets the definition of a public employee pursuant to PELRA.
- (2.) The term “short-call substitute teacher” means a teacher who is hired to replace the same teacher of record or fill a vacancy of no more than 20 consecutive school days and who meets the definition of public employee pursuant to PELRA.
- (3.) The term “emergency short-call substitute teacher” means a teacher who is hired to replace the same teacher of record or fill a vacancy of no more than 10 consecutive school days and who meets the definition of public employee pursuant to PELRA.

Section 3. School District For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative(s).

Section 4. Other Terms Terms not defined in this Agreement shall have those meanings as defined by the PELRA or other applicable laws.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

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

Section 2. School Board Responsibilities The exclusive representative recognizes 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 opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. 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 the terms of this Agreement. Any provision of this Agreement found to be in violation of 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 managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: TEACHER RIGHTS

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

Section 2. Right to Join Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Dues Check-off The exclusive representative shall be allowed dues check-off for its members. 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's organization during the period provided in said authorization.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation

Subd. 1. 2025-2026 Rates of Pay: The wages and salaries reflected in SALARY SCHEDULE A, shall be effective only for the 2025-2026 school year.

Subd. 2. 2026-2027 Rates of Pay: The wages and salaries reflected in SALARY SCHEDULE B, shall be effective only for the 2026-2027 school year.

Subd. 3. Payment of Salary: Teachers will be paid in 24 equal payments made on the 15th and the 30th of each month throughout the duration of the Agreement.

Subd. 4. Overload Assignments

1. Definition of Overload- An overload is defined as an assignment in which a teacher is directed and agrees to teach during their scheduled preparation period for a continuous quarter, semester, or school year. Such assignments shall include responsibility for lesson planning, instruction, and all related duties for the course.
2. Right of Refusal- A teacher shall have the right to decline an overload assignment. No disciplinary action shall be taken against a teacher who exercises this right of refusal.
3. Compensation for Overload
 - a. A teacher who accepts an overload assignment shall be compensated at the rate of one-sixth (1/6) of the teacher's daily salary for each day of the assignment.

- b. Compensation shall be prorated according to the duration of the overload (quarter, semester, or year).
- c. This additional compensation is intended to account for the loss of preparation time during the workday and the additional responsibilities outside the regular duty day.
- 4. Assignment of Overloads
 - a. Overload assignments shall be made only when the District determines that class needs cannot reasonably be met through existing staff assignments.
 - b. The District and the teacher must mutually agree to the overload assignment.

Section 2. Salary Schedules

- Subd. 1. Status of Salary Schedules:* The salary schedules are not to be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified.
- Subd. 2. Withholding of Salary Increase:* An individual teacher's salary advancement is subject to the right of the School Board to withhold increments, lane changes, or other salary increases for good and sufficient grounds.

Section 3. Placement on Salary Schedule The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

- Subd. 1. Part-time Teachers:* Part-time teachers shall be treated the same as full-time teachers in respect to earning salary schedule step increases.
- Subd. 2. Germane:* Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment, teacher's licensure area, assigned area, or to a new, approved program of licensure, as determined by the Superintendent .
- Subd. 3. Graduate Credits:* To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits. Salary lanes are based on semester hour credits (quarter hour credits will be converted to semester hour credits).
- Subd. 4. Prior Written Approval:* All credits, in order to be considered for application on the salary schedule, must be pre-approved by the Superintendent in writing at least 1 week prior to the taking of the course.
- Subd. 5. Effective Date:* Individual employment contracts will be modified to reflect qualified lane changes twice every year. Changes effective at the beginning of the school year require an official transcript of qualified credits submitted to the Superintendent's office no later than September 15th of each year. Changes effective at mid-year require an official transcript of qualified credits submitted to the Superintendent's office no later than February 1st and become effective February 1st.
- Subd. 6. Advanced Degree Programs:* A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teacher's teaching assignment as approved by the School Board and the degree program is approved in writing by the Superintendent in advance of registering for the course. Credits to apply to lanes beyond a particular lane must be earned after the earning of the degree.
- Subd. 7. Grade Requirements:* Only graduate credits from any approved graduate institution that carry a letter grade of "A", "B", "S" (satisfactory), or "P" (pass) shall be considered for lane change application.

Subd. 8. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher. The School District has authority to agree to terms on the salary step and lane with any new teachers, regardless of experience.

Subd. 9. Workshop Credits: No more than 6 semester credits carrying a status of “workshop” may be used at each lane change.

ARTICLE VII: EXTRA COMPENSATION

Section 1. Schedule C - Extra-curricular Schedule The wages and salaries reflected in SCHEDULE C - EXTRA-CURRICULAR SCHEDULE, shall be a part of this Agreement.

Section 2. Status of SCHEDULE C – Extra-curricular Schedule Positions listed in SCHEDULE C - EXTRA-CURRICULAR SCHEDULE C are not to be construed as a part of a teacher’s continuing contract, and the School District reserves the right to withhold extra-curricular assignment, steps, and increments as the School District shall determine. The School District shall give any affected teacher written notice and the reason for such action.

Section 3. Special Education Case Management Time Allotment

Each special education teacher shall be allotted up to sixteen (16) hours per school year for the purpose of completing required special education case management duties, including but not limited to Individualized Education Program (IEP) documentation, compliance activities, and coordination with general education staff. These hours shall be compensated at the curriculum writing rate of thirty-seven dollars (\$37.00) per hour. Completed hours shall be reported to the supervising administrator following completion of and submitted in accordance with district payroll procedures.

ARTICLE VIII: GROUP INSURANCE

Section 1. Health and Hospitalization Insurance

Subd. 1. 2025-2026 School District Premium Contributions:

The School District shall contribute an amount not to exceed \$6,670 per year for the single coverage group premium for each full-time teacher who qualifies for and is enrolled in the School District’s group health and hospitalization insurance plan commencing July 1, 2025 and \$6,920 commencing July 1, 2026.

The School District shall contribute an amount not to exceed \$11,562 per year for the family coverage group premium for each full-time teacher who qualifies for and is enrolled in the School District’s group health and hospitalization insurance plan commencing July 1, 2025 and \$12,162 commencing July 1, 2026.

In the event two teachers covered by the bargaining agreement are married, qualify for and are enrolled in the School District’s group health and hospitalization insurance plan the School

District shall contribute a total amount not to exceed \$6,670 per year for the family coverage group premium for each full-time teacher who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan (total contribution not to exceed \$13,340) commencing July 1, 2025 and \$6,920 (total contribution not to exceed \$13,840) commencing July 1, 2026 towards family insurance.

The specified contributions mentioned in this subdivision shall be prorated based on their FTE for those teachers who are employed part-time.

Subd. 2. Combination School District Premium and Health Savings Account (HSA) Contributions:

In the event a full-time teacher participates in a "School District High Deductible Health Plan (HDHP)," School District group health and hospitalization insurance plan, coupled with a qualifying health savings account (HSA) and the current premium of a single or family plan is less than the School District premium contribution stated in Subd. 1., above, the difference will be deposited, on behalf of the teacher, into the teacher's H.S.A. or VEBA plan account.

Subd. 3. H.S.A. or VEBA or Dental Insurance Contribution by the School District: School District will contribute \$105.00 per month for 2025-2026, \$110 per month for 2026-2027 on the teacher's behalf into the participating teacher's HDHP/H.S.A. or VEBA account or the premium on the district dental plan as elected by the teacher.

Subd. 4. Part-time Teachers: Part-time teachers shall receive pro-rated contributions toward the School District's health and hospitalization plan according to the percent of full-time for which they are employed.

Subd. 5. Continued Group Health Insurance Coverage After Retirement: Continued group health insurance coverage after retirement shall be pursuant to M.S. 471.61.

Subd. 6. Self-Insured Health Plan: The teachers shall convey to the School District their share of past, present, and future monies generated by the District's self-insured health plan.

Section 2. Dental Insurance

Subd. 1. Participation: Teachers may participate in dental insurance at their own expense as allowed by the policy carrier as long as one exists.

Subd. 2. Part-time Teachers: Part-time teachers shall receive pro-rated contributions toward the School District's group dental insurance plan according to the percent of full-time for which they are employed.

Section 3. Long-Term Disability Insurance The School District shall contribute toward the premium costs for the School District's group long-term disability insurance plan a sum not to exceed \$156.00 annually for each full-time teacher.

Section 4. Disclaimer The School District's only obligation pursuant to Sections 1., 2., and 3. of this article is to purchase an insurance policy and pay such amounts according to this Agreement. No claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contributions A teacher is eligible for School District contributions as provided in this article so long as the teacher is on paid status. The portion of the benefit earned by the teacher at any time during the year is equal to the sum of the number of days worked and days on paid leave divided by the number of contract days. Upon termination of employment, all School District contributions shall cease with credit given for the portion of benefit earned. A teacher granted an unpaid leave of absence shall be ineligible unless the leave falls under the Family Medical Leave Act.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick and Safe Time/Disability Leave

Subd. 1. Earning: All full-time teachers shall earn sick/disability leave at the rate of 11 days each year of service in the employ of the School District. Leave days will be available to each teacher on the first day of in-service.

Subd. 2. Accumulated: Accumulated days will be carried forward to the next contract year and newly earned days from Subd. 1 will be added to the days carried forward. Unused sick/disability leave days may accumulate to a maximum credit of 80 days per teacher at the end of each contract year.

Subd. 3. Use:

- (1) Sick/disability leave with pay shall be allowed by the School District whenever a teacher's absence is due to illness or disability which prevented his/her attendance at school and performance of duties on that day or days.
- (2) Sick and safe time may also be used according to M.S. 181.9447 for the illness of a child including adult child, spouse, sibling, parent, grandparent, or stepparent. Sick leave may also be used for the illness, injury or health condition of family members as defined by M.S. 181.9445

Subd. 4. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick/disability leave pay. However, the final determination as to the eligibility of a teacher for sick/disability leave is reserved to the School District.

Subd. 5. Teacher Notification: In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 6. Deductions: Sick/disability leave allowed shall be deducted from the accrued sick/disability leave days earned by the teacher.

Subd. 7. Sick Leave Buyback:

At the end of each school year, any teacher who has accumulated more than eighty (80) sick leave days shall receive payment at the rate of one hundred twenty-five dollars (\$125.00) per full day, for up to eleven (11) days per year in excess of eighty (80) days accumulated. Payment for eligible days shall be made by the final payroll of the fiscal year (June 30).

Section 2. Personal Leave:

Subd. 1. Earning: All full-time teachers receive a personal leave of 4 days per year, cumulative to 6 days, for situations that arise requiring the teacher's personal attention which cannot

be attended to when school is not in session and which are not covered under other provisions of this Agreement. No reason has to be stated for this leave.

Subd. 2. Requests: Requests for personal leave must be made in writing to the Superintendent at least 3 days in advance, except in the event of emergencies.

Subd. 3. Number of Teachers: No more than 3 teachers may be granted a personal leave day on the same day per building for a maximum of 6 teachers total on any given day.

Subd. 4. Personal Leave Exclusion: A personal leave day shall not be granted, except in an emergency, the first and last days of the school year.

Subd. 5. Personal Leave Buyback:

Any teacher who has accumulated personal leave days shall receive payment at the rate of one hundred twenty-five dollars (\$125.00) per full day for each day carried over in excess. Payment shall be made in the final payroll of the fiscal year by June 30th.

Section 3. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to a teacher-parent of a natural or adopted child, or other child for whom the teacher is responsible, provided such teacher-parent is caring for the child on a full-time basis.

Subd. 2. Request: A teacher making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least 3 calendar months before commencement of the intended leave. In the event that this time period is not possible, the Superintendent shall have the authority to waive the 3-month notification period.

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

Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration.

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

- (1) grant any leave for more than 12 months in duration;
- (2) permit the teacher to return to employment prior to the date designated in the request for child care leave.

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

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

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 4. Merit Leave: Merit leaves may be obtainable after 10 years and accumulated at the rate of $\frac{1}{2}$ day per year. The teacher requesting merit leave must pay his/her substitute. The maximum number of days taken may not exceed 10 days. Once the merit leave time has been granted, that time is used up and must be earned by additional years of service to be obtainable again. (example: a teacher wishes to use 5 days of merit leave after the 10th year of teaching; in order to qualify for another leave, he/she must begin acquiring the time at the rate of $\frac{1}{2}$ day per year; after 12 years of service (2 additional years), another day's merit time would be available: $\frac{1}{2}$ day x 10 years of service = 5 days leave time earned; then $\frac{1}{2}$ day x 2 more years of service = 1 additional leave day earned. The teacher requesting merit leave shall notify the School District in writing at least 2 weeks prior to the date for any intended use of such leave. A maximum of 2 teachers may be allowed merit leave at the same time. Any teachers hired on or after July 1, 2000, will not be eligible for merit leave.

Section 5. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible teachers, as prescribed in Minnesota Statutes, chapter 268B.

Subd. 2. Request: When this program is implemented, teachers shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employer paying fifty percent (50%).

Subd. 4. Supplemental Benefits: Teachers may opt to use available leave to supplement the partial wage replacement benefits received from the Minnesota Paid Leave program. Total compensation received may not exceed the employee's regular wages.

Section 5. Unrequested Leave of Absence The board may place on unrequested leave of absence, without pay or fringe benefits, 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. The leave, the board is governed by the following provisions:

- (a) A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;
- (b) Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district.
- (b) In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed is at the District's Discretion;
- (c) Notwithstanding the provisions of paragraph (b), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.
- (d) Notwithstanding paragraphs (a), (b), and (c), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of paragraph (c) would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teacher with less seniority, or the provisionally licensed teacher;
- (e) 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. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is at the District's Discretion;
- (f) Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 30 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board;
- (g) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;
- (h) The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;
- (i) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of three years, after

- which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;
- (j) The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 5 and 7 must apply to placement on unrequested leave of absence;
 - (k) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

***Tie breaking language**

In the case of equal seniority, ties will be broken at the sole discretion of the District. The following qualifications may be considered by the Board, but will not be required in the final decision.

- Years of service as a qualified teacher
- Teaching service within the district.
- Total graduate credits beyond a master's degree
- Total graduate credits beyond a bachelor's degree
- Most recent summative evaluation outcome, including a Professional Growth Plan
- Employment history of coaching/advising any curricular, co-curricular or extra-curricular programs.

Section 6. Exclusive Representative Leave At the beginning of the school year the exclusive representative shall be credited with 4 days of exclusive representative leave to be used only by teachers who are officers or agents of the EMM. Use of such leave shall be at the discretion of the exclusive representative. Such leave shall be taken without deduction from accumulated sick/disability leave days or without loss of salary. The salary of the substitute, if one is hired, shall be paid by the exclusive representative. The exclusive representative shall notify the Superintendent in writing at least 1 week prior to the date for any intended use of such leave.

Section 7. Bereavement Leave One to 5 days of sick/disability leave may be used at the discretion of the Superintendent for the death, or near death, of members of the "immediate family" (defined as: parent, spouse, child, brother, sister, guardian, guardian of, grandparent, grandchild, uncle, aunt, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew). These days will be deducted from accrued sick/disability leave. Additional days may be granted by the Superintendent, but the teacher shall be responsible for the cost of a substitute. For the death of relatives other than the immediate family or a close friend, 1 day of sick/disability leave may be granted if the teacher can prove to the Superintendent that a close relationship existed. Two additional days may be granted at the discretion of the Superintendent, but the teacher shall be responsible for the cost of the substitute whether one is hired or not.

Section 8. Jury Service A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Leave Without Pay

Subd. 1. Application: Teachers may apply in writing for an unpaid leave of absence up to 5 days per year subject to the provisions of this section.

Subd.2. Approval: The granting of such leave shall be at the sole discretion of the Superintendent.

Subd.3. Written Request: Application for this leave must be made in writing to the Superintendent at least 5 days prior to the commencement of the leave, except in cases of emergency.

Subd 4. Limitation: No more than 2 teachers shall be granted leave under this section at any one time. Normally, leave under this section shall not be granted for the first and last 5 days of the school year.

Subd. 5. Deduction: For each day's absence, the amount of pay deducted shall be the annual salary as set forth in SALARY SCHEDULES A and B divided by the number of individual employment contract days.

Subd. 6. Extension: This leave may be extended upon written application from the teacher at the sole discretion of the School District.

ARTICLE X: HOURS OF SERVICE

Section 1. Basic Day The teacher's basic work day shall be a continuous seven hour and forty minute day as determined annually by the school district when the calendar is adopted for the next school year. On Fridays and the day preceding any holiday, teachers may leave after the buses have left.

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

Section 3. Additional Activities In addition to the basic school day, teachers may be required to reasonably participate in School District activities beyond the teacher's basic day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities.

Section 4. Preparation Time High school (7-12) teachers will have a 50-minute period of time during each instructional day in which to prepare. Elementary teachers will also have 50 minutes of preparation time during each instructional day consisting of either one 50-minute period or 2 periods of no less than 25 minutes.

ARTICLE XI: LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days Pursuant to M.S. 120A.40, the School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. School Year The school year shall be comprised of one hundred eighty working days. A minimum of 9 of these days will be dedicated to workshop, in-service, and parent-teacher conferences/open house.

Section 3. Emergency Closings See emergency closing in e-learning plan. In the event a student contact day or teacher duty day is lost for an emergency closure of school, the teacher shall perform duties on another day in lieu thereof as the School Board or its designated representative shall determine. The first 1 day of 2025-2026 and the first 2 days of 2026-2027 weather closing days, teachers will prepare for eLearning curricula. Teachers will be paid their normal wage and perform their normal duties during weather events they will be allowed to work from home if they choose. The district will then implement up to 5 E-Learning days.

ARTICLE XII: ESTABLISHMENT OF SENIORITY LIST

Section 1. Preparation 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. Such list shall thereupon be posted in an official place in each school of the School District.

Section 2. Request for Change Any teacher whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 15 days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Section 3. Final List Within 15 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 District deems warranted. A final seniority list shall thereupon be prepared by the School District and 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, other cessation of services, or new employees. Such yearly revised list shall govern the application of ULA until thereafter revised.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition A “grievance” shall mean an allegation by a teacher or EMM resulting in a dispute or disagreement between the teacher or EMM and the School District as to

the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative The teacher, EMM, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to the word "days," regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, 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 required by this Agreement shall be timely if it bears a postmark of the United States mail with 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 District designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant and the School Board's designee. EMM reserves the right to review all grievances prior to Level I.

Section 5. Adjustment of Grievance The School District and teacher and/or EMM shall attempt to adjust all grievances that 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 discussion, the School District's designee shall give a written decision on the grievance to the parties involved within 10 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 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 5 days after receipt of the appeal. Within 5 days after

the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance at the next regular scheduled meeting or within 2 calendar weeks after receipt of the appeal. Within 7 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a School Board member or representative(s) may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render the 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 representative(s) notifies the parties of the intention to review within 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 by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. 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 in this article:

Subd 1. Request: A grievance to be submitted to arbitration must be in writing signed by the aggrieved party and must be filed in the office of the Superintendent within 5 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.

Subd 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 5 days after the request to arbitrate, request a list of arbitrators from the Bureau of Mediation Services. Upon receiving the list of arbitrators, both parties shall meet for a flip of a coin to determine which party shall strike the first name. Each party will then take turns striking names until one arbitrator remains who will be selected to hear the grievance.

Subd. 4. Submission of Grievance Information: Upon selection of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved,
2. Statement of the facts,
3. Position of the grievant,
4. The written documents relating to Section 5. above.

Subd 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the

parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd 6. Decision: The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in the PELRA.

Subd 7. 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 incurred in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either 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 other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her 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 and contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operation.

ARTICLE XIV: RETIREMENT (403(b)) BENEFIT

Section 1. Purpose The retirement (403(b)) benefit provides for the optional participation of the teacher together with a matching contribution by the School District as described in the subsequent sections. This benefit is subject to the requirements of applicable federal and state laws, regulations, and rules.

Section 2. Eligibility All teachers are eligible to participate in the retirement (403(b)) benefit. Only full-time teachers, however, are eligible to receive a matching contribution by the School District. In order to count as a year of service in the School District, the teacher must have been actively employed (on paid status) for at least 150 duty days during the school year. Time spent employed in a substitute capacity does not count toward this eligibility requirement. These requirements shall also apply when calculating, under Section 3., Subd.1. below, the amount of the School District's matching contribution, including, but not limited to, the requirement that the level of the School District's matching contribution depends upon the teacher's continuous, full-time years of service.

Section 3. Amount of School District Match

Subd. 1. School District Contributions: Subject to all requirements contained in this article, the School District's matching contribution shall be determined as follows:

Subd. 2. Maximum District Contributions: The maximum lifetime School District matching contribution per teacher is \$35,000.

Subd. 3. School District Contributions Rates:

Matching Contributions beginning with the Contract Year 2025-2026

<u>Years of Full-Time Certified Service in the School District;</u>	<u>Maximum Annual School District Matching Contribution;</u>
0-3 years	\$750
4-8 years	\$1,000
9-13 years	\$1,500
14-24 years	\$2,000
25 years and beyond	\$3,000

A teacher who was full-time and reduced to part-time will be able to maintain his/her previous eligibility when the teacher returns to full-time status. Should a teacher be employed less than 150 duty days during a school year, the teacher's years of service will not start over at 1 for the purpose of later determining the teacher's retirement (403(b)) benefit. Such a teacher will be able to maintain his/her previous years of eligibility when the teacher returns to at least 150 duty days of active, paid employment.

Section 4. Teacher Contribution Requirements

Subd. 1. Election: In order to receive a School District matching contribution, a teacher must elect, on the appropriate form his/her 403(b) contribution and select the School District approved provider for his/her contribution. The teacher's election shall not be subject to revocation or modification for the remainder of the school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program said election shall continue each subsequent year unless modified by the teacher who must notify the School District and annuity carrier.

Subd. 2. Teacher Match: A teacher may elect to contribute more to the selected program than the School District's match.

Subd. 3. Unpaid Leave: A teacher on an unpaid leave of absence may not participate in retirement (403(b)) benefit.

Section 5. Claims Against the School District Any description of benefits contained in this article is intended to be informational only, and the management of contributed funds is the responsibility of the teacher and the provider selected by the teacher. The School District's only obligation is to make contributions as specified in this article, and no claim shall be made against the School District for any action taken or not taken relating to the benefits provided in this

article. The exclusive representative agrees to defend and indemnify the School District in the event any such claim is made against the School District.

ARTICLE XV: DURATION

Section 1. Term and Reopening Negotiations This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent to the other party no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 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. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions.

Section 3. Finality Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

Section 5. Distribution of Agreement Copies of this Agreement shall be printed within 30 days after the Agreement is signed, and a copy shall be promptly presented to every teacher employed.

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

Dated: _____

Dated: _____

FOR EMM:

FOR THE SCHOOL DISTRICT:

CO-PRESIDENT

SCHOOL BOARD CHAIR

CO-PRESIDENT

SCHOOL BOARD CLERK

SECRETARY

LEAD SCHOOL BOARD NEGOTIATOR

LEAD TEACHER NEGOTIATOR

Longevity: Teachers with 30 or more years of service in the District shall receive a \$3,000 one-time payment per year, paid on the June 30th payroll.

			SALARY SCHEDULE A					
			2025-2026					
			Semester Credits					
STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
1	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
2	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
3	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
4	52,460	53,735	54,916	56,098	57,276	58,457	59,754	60,816
5	53,325	54,673	55,898	57,123	58,345	59,569	60,949	62,015
6	54,323	55,750	57,022	58,294	59,561	60,834	62,298	63,371
7	55,326	56,832	58,151	59,471	60,783	62,103	63,655	64,735
8	56,250	57,833	59,197	60,562	61,919	63,283	64,920	66,006
9	57,175	58,834	60,245	61,656	63,056	64,467	66,187	67,278
10	58,045	59,780	61,234	62,689	64,133	65,587	67,390	68,485
11	58,915	60,845	62,346	63,849	65,339	66,839	68,730	69,831
12	59,962	61,852	63,400	64,947	66,482	68,030	70,005	71,110
13	60,834	62,801	64,392	65,983	67,562	69,153	71,211	72,321
14	61,707	63,748	65,383	67,020	68,642	70,276	72,418	73,532
15	65,774	68,743	70,453	72,164	73,861	75,571	77,794	78,977
			SALARY SCHEDULE B					
			2026-2027					
			Semester Credits					
STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
1	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
2	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
3	51,597	52,796	53,934	55,072	56,207	57,345	58,560	59,617
4	52,460	53,735	54,916	56,098	57,276	58,457	59,754	60,816
5	53,325	54,673	55,898	57,123	58,345	59,569	60,949	62,015
6	54,459	55,889	57,165	58,440	59,709	60,986	62,454	63,529
7	55,603	57,116	58,442	59,768	61,087	62,413	63,973	65,059
8	56,588	58,180	59,552	60,926	62,291	63,663	65,310	66,402
9	57,576	59,246	60,666	62,087	63,498	64,918	66,650	67,749
10	58,452	60,198	61,785	63,253	64,710	66,177	67,997	69,101
11	59,327	61,271	62,970	64,487	65,992	67,508	69,417	70,529
12	60,561	62,471	64,034	65,597	67,147	68,710	70,705	71,821
13	61,443	63,429	65,035	66,643	68,238	69,844	71,923	73,044
14	62,324	64,386	66,037	67,690	69,328	70,979	73,142	74,267
15	66,432	70,324	72,073	73,824	75,559	77,309	79,583	80,793

SCHEDULE C EXTRA-CURRICULAR SCHEDULE

Pay for extra-curricular activities will be as follows: If a coach/advisor changes positions in the same activity, the coach/advisor shall retain the step/level he/she was at in the prior position in the activity.

2025-2026 SCHEDULE C													
STEP	Activities Supervisor	HEAD COACH Football Wrestling Volleyball	HEAD COACH Basketball B/G Golf	HEAD COACH Softball Base Ball B/G Golf	HEAD COACH Golf	ASST COACH Basketball Wrestling	ASST COACH Basketball B/G Golf	ASST COACH Football Volleyball	ASST COACH Softball Base Ball Golf 3 Act Play	JUNIOR HIGH Football Wrestling Softball Volleyball Basketball Baseball Golf NMS FCLA FFA Webmaster Special Olympics Head Robotics	ASST COACH Football Volleyball	ASST COACH Softball Base Ball Golf 3 Act Play	Spelling Bee Writers' Fair
1	7262	5685	6185	4737	4264	3790	3553	3316	2369	2131	1895	1421	236
2	7430	5790	6290	4825	4342	3860	3619	3378	2412	2171	1930	1448	242
3	7597	5898	6398	4915	4423	3932	3686	3440	2457	2212	1966	1474	247
4	7766	6007	6507	5006	4505	4051	3755	3505	2503	2252	2002	1501	251
5	7934	6120	6620	5101	4591	4081	3826	3571	2551	2296	2041	1530	256
6	8102	6237	6737	5197	4677	4158	3898	3628	2598	2339	2079	1560	260
7	8269	6351	6851	5296	4766	4237	3972	3707	2648	2383	2119	1589	265
8	8438	6477	6977	5397	4858	4317	4047	3778	2699	2428	2159	1619	270
9	8606	6600	7100	5501	4950	4400	4125	3850	2750	2475	2200	1650	275
10	8864	6798	7298	5666	5099	4532	4249	3966	2833	2549	2266	1700	283
2026-2027 SCHEDULE C													
STEP	Activities Supervisor	HEAD COACH Football Wrestling Volleyball	HEAD COACH Basketball B/G Golf	HEAD COACH Softball Base Ball B/G Golf	HEAD COACH Golf	ASST COACH Basketball Wrestling	ASST COACH Basketball B/G Golf	ASST COACH Football Volleyball	ASST COACH Softball Base Ball Golf 3 Act Play	JUNIOR HIGH Football Wrestling Softball Volleyball Basketball Baseball Golf NMS FCLA FFA Webmaster Special Olympics Head Robotics	ASST COACH Football Volleyball	ASST COACH Softball Base Ball Golf 3 Act Play	Spelling Bee Writers' Fair
1	7371	5770	6270	4808	4328	3847	3606	3366	2405	2163	1923	1442	240
2	7541	5877	6384	4897	4407	3918	3673	3429	2448	2204	1959	1470	246
3	7711	5986	6494	4989	4491	3991	3741	3492	2494	2245	1995	1496	251
4	7882	6097	6605	5081	4573	4065	3811	3558	2541	2286	2032	1524	255
5	8053	6212	6719	5178	4660	4142	3883	3625	2589	2330	2072	1553	260
6	8224	6331	6838	5275	4747	4220	3956	3693	2637	2374	2110	1583	264
7	8393	6450	6958	5375	4837	4301	4032	3763	2688	2419	2151	1613	269
8	8565	6574	7082	5478	4931	4382	4108	3835	2739	2464	2191	1643	274
9	8735	6699	7207	5584	5024	4466	4187	3908	2791	2512	2233	1675	279
10	8997	6900	7407	5751	5175	4600	4313	4023	2875	2587	2300	1726	287

The rate of pay for approved hours beyond the Agreement (i.e. curriculum writing) will be paid at a rate of \$37/hour.

Secondary Classroom Coverage: The rate of pay for a teacher asked to teach on their prep as a substitute shall be paid \$45 for the class period. This can only be paid to a teacher who is teaching on their prep time.

Elementary Classroom Coverage: In the event that no substitute teacher is available to cover an elementary classroom, the District may, as a last resort, assign an elementary teacher to combine sections or otherwise provide coverage for the absent teacher's class.

Teachers shall not be required to provide such coverage if doing so results in unreasonable class size or presents safety concerns. Teachers shall retain the right of refusal unless the coverage is necessary to ensure the safety and supervision of students.

A teacher who provides such coverage shall receive **sixty-five dollars (\$65.00) per day** in addition to their regular compensation. Payment shall be made through the District payroll system in the same manner as other stipends.

Teachers instructing College in the Schools (CIS) courses shall be paid \$350 per course per semester. No additional payments shall be made for duplicate sections.

Extra-curricular activities not listed on the schedule shall be negotiated by the Superintendent and the teacher. If a Head coach would like to promote an assistant coach to Associate head coach, he/she can move his/her assistant head coach to Associate head coach if he/she gets permission from the Superintendent. The wage for Associate head coach is calculated by adding the wage of current head coach and assistant coach getting promoted together and dividing by 51% (Head Coaches wage) 49% Associate head coaches' wage.

Any teacher assigned the position of Dean of Students shall receive a pay increase equivalent to 10% of their daily teaching rate for the additional responsibilities of the position.