

**CONTRACT AGREEMENT**

**INDEPENDENT SCHOOL DISTRICT NO. 308  
NEVIS, MINNESOTA**

*and*

**NEVIS FEDERATION OF TEACHERS  
LOCAL #2211, AFT, MFT, AFL-CIO  
AFFILIATE OF EDUCATION MINNESOTA**

*Effective*

***July 1, 2025 - June 30, 2027***

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## **ARTICLE I PURPOSE**

This Agreement is entered into between Independent School District No. 308 (hereinafter "District") and the Nevis Federation of Teachers (hereinafter "Exclusive Representative"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter "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 District recognizes the Nevis Federation of Teachers as the Exclusive Representative of Teachers employed by the District, which exclusive representative shall have those rights and duties prescribed by PELRA and by this Agreement.

Section 2. Appropriate Unit: Exclusive Representative shall represent all the Teachers of the district as defined in PELRA and this Agreement.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment" means hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the District personnel policies affecting the working conditions of Teachers. In the case of Teachers, the term does not mean educational policies of the District. The term in both cases is subject to the provisions of Minnesota Statutes 179A.07 regarding the rights of public employers in the scope of negotiations.

Section 2. Teacher: The word "teacher" means all persons in the appropriate unit employed by the School District in a position that the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB); in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program. However, it shall not include 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, and such other employees excluded by law.

Section 3. Year of Service: The term "Year of Service" shall mean a year of employment in which the person in the appropriate unit employed by the District has reached 75% of the contracted days per the master contract.

Section 4. Non-Dependent Child: The term "Non-Dependent Child" shall mean a child age 26 or older.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas as discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and direction and number of personnel. The Exclusive Representative recognizes adult to student ratios, class size, and the student testing schedule are established by the district at its sole discretion.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide education opportunities for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement:

Subd. 1. Shall perform the teaching services assigned by the District.

Subd. 2. Shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the District.

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

Section 5. Reservation of Managerial Rights: The foregoing enumeration of the District's responsibilities and rights shall not be deemed to exclude other inherent management rights and management functions, and those management rights and management functions not expressly delegated in this Agreement are reserved to the District.

#### **ARTICLE V TEACHER RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or 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; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right to designate, by secret ballot, 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:

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

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one twelfth (1/12) of such dues from the regular pay check of the bargaining unit member for each pay period for 12 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and May 15.

Section 4. Employee Personnel File: A Teacher's file shall contain only materials that are related to his/her employment. Each Teacher shall be furnished, within five (5) business days, with a copy of all evaluative and disciplinary entries into the permanent personnel file. A Teacher shall have the right to place in his/her personnel file a written response, which shall be attached to the relevant document. Such responses shall be submitted within 15 business days of receiving written notice that an evaluative/disciplinary entry is to be made in the Teacher's permanent personnel file, or 15 days after the conclusion of a grievance procedure, if one is filed.

Pursuant to M.S. 122A.40m. Subd. 19, as amended, all evaluations and files relating to individual Teachers shall be available during regular District business hours to the particular Teacher upon written request. The 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. However, the District may destroy such files as provided by law.

## **ARTICLE VI BASIC SCHEDULES OF RATES OF PAY**

Section 1. Rates of Pay:

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

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

Section 2. Status of Salary Schedule: The salary schedule is not to be construed as a part of a Teacher's continuing contract. Based on the work of the Teacher, the District reserves the right to withhold increment advances, lane changes, or any other salary increases as the District shall determine for just cause subject to the grievance procedure. The District shall give written notice to the teacher of such withholding stating the reason therefore.

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

Subd. 1. Movement into any advanced category on the salary schedule from a lower category shall be subject to prior approval by the District using the same criteria used for post approval. It shall be a Teacher's duty and responsibility to submit college credits and certification in substantiation of any claim for movement into any higher category on the salary schedule. Training beyond the bachelor's degree for credit toward a higher category on the salary schedule shall be germane to the teaching assignment. With notice of rejection, grievant may appeal decision within 5 working days to a review committee comprised of Superintendent, Principal, High School Teacher, Elementary Teacher and one mutually agreed upon third party. Grievant has the right to sit in on the hearing to answer any questions."

Subd. 2. In all lanes credits must be graduate and germane to teaching area. Course grades for such credits must be a letter grade of "B" or above if a letter grade is given. If no letter grade is given, a grade of "pass" must be earned.

Subd. 3. Effective Date: Individual contracts will be modified to reflect all qualified lane changes twice every school year, provided an official transcript of qualified credits is submitted to the Superintendent's office no later than September 1st and February 1. Teacher must file a letter of intent for a lane change by September 1st. Credits submitted after February 1<sup>st</sup> will not be considered until the following school year. Work successfully applied for and submitted prior to September 1<sup>st</sup> will be effective for the complete year. Work successfully applied for and submitted prior to February 1<sup>st</sup> will be effective and prorated from February 1<sup>st</sup>.

Subd. 4. Attendance by Teachers at seminars, short courses, or workshops approved in writing by the District beforehand may apply toward lane advancement according to the following conditions:

- a. thirty-six clock hours of such attendance shall be equivalent to one semester hour of college credit;
- b. not more than two such semester hours of credit equivalency may be applied in any one year;
- c. not more than seven such semester hours of credit equivalency may be applied toward lane advancement;

d. if the District pays any part of the cost of attendance at a seminar, short-course or workshop, then the hours shall not count toward lane advancement.

Subd. 5. Payment of Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any Teacher of any salary schedule placement already recognized and actually being paid.

Subd. 6. Prior Experience: Credit for experience in other school systems will be automatically allowed for full-time teaching for a full nine-month term up to a maximum of five years. Credit beyond five years may be granted at the discretion of the District.

Subd. 7. Pay Deduction: Whenever 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.

Subd. 8. Military Service: Veterans who taught for the District before entering service will be given experience credit for military service if they return to the District thereafter, to the extent provided by Minnesota Statutes Chapter 192, but only to that extent.

Section 4. Pay for Summer Teaching or Curriculum Development Work: The rate of pay for staff or curriculum development work over the summer shall be \$180 per day for out-of-town, overnight, pre-approved teaching or curriculum development activities and \$30 per hour for pre-approved staff development or curriculum development activities as scheduled by the principal and staff development committee.

Section 5. Teaching Overload: When the need arises, upon mutual agreement, a Teacher will be assigned an overload teaching assignment (a class during the scheduled prep time). Payment will be the Teacher's per minute salary multiplied by 72 minutes.

## ARTICLE VII 403b INVESTMENT

Section 1. All teachers, upon entering their fourth year of service to the district, or upon completing a probationary period when transferring into the district with previous continuing contract, will be eligible for the District 403b matching plan.

Section 2. The District will contribute according to the following schedule

Experience in the District	District Monthly Contribution	Annual Maximum Contribution
0-3 Years	0	0
4-12 Years	\$150	\$1,800
13-20 Years	\$175	\$2,100
21+ Years	\$200	\$2,400

Continuing Contract Transfer Teacher	District Monthly Contribution	Annual Maximum Contribution
0-1 Years	0	0
2-10 Years	\$150	\$1,800
11-18 Years	\$175	\$2,100
19+ Years	\$200	\$2,400



Section 3. Eligible Teachers may opt to contribute more each month than the matching District contribution; however, the District contribution shall not exceed agreed upon maximum.

Section 4. For part-time Teachers, the District contribution will be pro-rated according to the contracted time worked.

Section 5. Available benefit providers for the 403b investment will be mutually agreed upon by the Exclusive Representative and the District.

Section 6. Contributions and matching funds must begin with the first month of the Teacher’s contract period.

**ARTICLE VIII  
EXTRA COMPENSATION**

Section 1. Extra-Curricular and Co-Curricular Schedule: The wages and salaries reflected in the extra and co-curricular schedules attached hereto shall be a part of this Agreement for the school years 2025-2026 and 2026-2027.

Section 2. Longevity: Teachers who are beyond Step 16 of the salary schedule shall receive a career increment step based on the following table:

	BA 0	BA10	BA20	BA30	BA40 MA	BA50 MA10	BA60 MA20	BA70 MA30
17-20	\$550	\$700	850	1000	1200	1400	1600	1800
21-25	\$700	850	1000	1150	1400	1600	1800	2000
26-30	\$850	1000	1150	1300	1600	1800	2000	2200
31+	\$1000	1150	1300	1450	1800	2000	2200	2400

Section 3. Severance:

Subd 1: Teachers who have completed at least 20 years of teaching service with the Nevis School District shall be eligible for severance pay pursuant to termination of the Teacher’s employment with the District because of the submission of a written resignation accepted by the District. Upon severance of employment, Teachers will be paid \$100.00 per year of service to the District. Severance payment will be paid on the June 15<sup>th</sup> payroll or on the next pay period following the final day that the Teacher provides direct service to the District. Such severance pay shall not be granted to a Teacher who is discharged or who has previously been paid severance pay by the District.

Subd 2: The unused portion of any year’s sick leave may accumulate to a total of 130 days. Upon retirement from the district teachers who have achieved 10 years of continuous service with the district and are at least 55 years of age may sell back no more than 130 days of unused sick leave at 50% of the current daily rate of substitute teacher pay not to exceed \$10,000. Teachers must submit a written letter of resignation by March 1<sup>st</sup> to be eligible. Such severance

pay shall not be granted to a Teacher who is discharged or has previously been paid such severance by the District.

The District shall pay severance pay to a Retirement Health Care Savings Plan pursuant to M.S. Chapter 352.98.

Section 4. College in the High School: Teachers who are assigned to teach College in the High School courses will receive \$100 per semester credit for each course instructed during the school year.

## **ARTICLE IX Group Insurance**

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

Subd. 1: Qualifications: The District will provide each Teacher with a single health insurance policy effective July 1, 2019. The District will make periodic contributions to each individual's account under a 'Health Reimbursement Arrangement' (VEBA) in the amount of \$2,200.00 for each qualified Teacher.

If the Employer maintains a cafeteria plan with a health flexible spending account (an FSA), the District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, the eligible health expenses will be paid from the FSA first, until the individual's FSA account is exhausted, and from the VEBA plan second.

Subd 2: Acceleration: If a participant in the VEBA plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA plan year, and the Teacher incurs one or more claims for an eligible health expense that exceeds the Teacher's account balance in the VEBA plan, the District, may, at the Teacher's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the Teacher for the claim. The total contributions for such Teacher shall in no event exceed the contribution to which he or she was originally entitled for that year.

If a qualified Teacher enters the VEBA plan as a participant on a date after the first day of the VEBA Plan year, the District shall prorate the amount of the District contribution to reflect the late entry. Should a teacher choose the Northwest Service Cooperative's Minimum Value Plan, they will be allowed to convert any reduction in the cost of the premium to a HSA/VEBA account.

All contributions on behalf of a VEBA/ HSA plan shall cease on the date the Teacher is no longer covered under the high deductible health plan or from separation of employment.

Subd. 3: Additional Cost: Any additional cost of the premiums which is the Teacher's responsibility shall be paid through payroll deduction, which deduction is hereby authorized.

Subd. 4: Retired Teachers: Teachers who have taught in the District and retire from teaching may remain in the insurance group at their own expense, in accordance to MS 471.61, Section 3, Subd. 2b.

Subd.5: Part-Time Teachers: All part time Teachers shall receive pro-rated fringe benefits.

Subd.6: Spousal Benefits: When married spouses are both members of the Nevis Federation of Teachers bargaining unit, they may elect to combine their district group health insurance benefits to purchase a single policy that would cover both spouses and any dependent children.

Section 2. Eligibility: Teachers who are employed as teachers full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in Section 2.1 below.

Section 2.1 Eligibility: Full benefits provided in this article are designed for teachers who are employed as teachers an average of at least thirty-six and one-quarter (36.25) hours per week. Teachers who are employed as teachers an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 3. Payment of Administrative and Investment Fees. Administrative fees allocable to individual accounts of active Teachers shall be paid by the District. Administrative fees allocable to the individual accounts of former Teachers, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA plan is terminated. Investment fees shall be paid from individual accounts of all participants.

Section 4: Life Insurance: The District shall provide a total of \$3,500.00 towards the purchase of life insurance for all Teachers.

Section 5: Insurance Disclaimer: The District's only obligation of this Article is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against the District as a result of denial of insurance by an insurance carrier.

## **ARTICLE X LEAVES OF ABSENCE**

### Section 1. Sick Leave/Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Each Teacher shall be granted 15 days of sick leave each year at full salary for personal illness. Fifteen days shall become available after the first day of

teaching in the first month of school each year. Those starting to teach during the school year will be allowed one day for each remaining month in the school year.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Granted unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum limitations. Unused ESST above the maximum of 80 hours will be converted to sick leave. The unused portion of any year's sick leave shall accumulate to a total of 130 days. Teachers who reach the maximum number of sick days (130) may sell back any unused sick days accumulated each year in excess of the 130-day maximum for 50% of the substitute teacher rate of pay.

Subd. 3. Use:

(1.) Sick Leave: Sick leave shall be allowed whenever a teacher's absence is found to have been due to the illness and/or injury of the teacher or the teacher's dependent child that prevented the teacher's attendance at school and performance of duties on that day or days.

(2.) ESST: ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. The District will only provide ESST-designated leave to the minimum extent required by law.

Subd.4: Bereavement Leave: Up to ten (10) days of any one year's sick leave may be allowed per occurrence due to the death in a teacher's immediate family. "Immediate family" is defined as the teacher's spouse or registered domestic partner, child, parent, parent-in-law, stepparent, sibling, grandchild, grandparent, or other relative who was living in the same household as the teacher. Leave for this purpose is noncumulative; not more than ten days at full salary will be allowed for this purpose in any one year. One day of this ten-day allowance may be used in any one year to attend the funeral of a close relative or a very close friend. If not used, this may be cumulative to two days.

Subd. 5. Documentation:

(1.) Sick Leave: The School District may require a teacher to furnish a medical certificate from a qualified healthcare provider as evidence of any illness and/or injury pursuant to Subdivision 3(1.) of this Section, indicating such absence was due to illness and/or injury in order to receive sick leave. The teacher will be advised when documentation is required.

(2.) ESST: When permissible by law, the School District may require a teacher to furnish documentation indicating any absence in excess of two (2) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required.

Subd. 6. Approval/Notice: Teachers shall provide the building Principal with at least seven (7) days advance notice of the need for use of sick leave/ESST if the need for leave is foreseeable. If the need for sick leave/ESST is unforeseeable, notice shall be provided as soon as practicable.

Subd. 7. Sick leave/ESST may be approved only upon the teacher's submission of an electronic request through the employee self-service portal.

Subd. 8. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master Agreement (including granted sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave granted and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Section 2. Personal Leave:

Subd. 1. A full-time Teacher may be granted a leave of three days per year 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. Teachers may carry over two (2) personal leave day per year into the next school year for a maximum of five (5) days in any one year.

Subd. 2. No more than (2) two Elementary Teachers and (2) two Secondary Teachers can utilize the accumulated leave during any single week during the school year. Requests for such utilization will be granted on a first-come, first-served basis. Personal leave days are not allowed the first five student contact days of the year. Personal days are not allowed when a Teacher's students are taking their MCA tests.

Subd. 3. Requests for personal leave must be written and delivered to the Superintendent or his/her designee at least two (2) days in advance except in case of emergency. The administration will respond within two (2) business days.

Subd. 4. Employees have the discretion to sell any or all unused personal leave days to the district for \$120.00 per day to be paid in a separate check in June. This payment shall be made upon submission of a payroll voucher on or before the last working day of the school year.

Section 3. Sabbatical Leave: Sabbatical leave for study or professional improvement may be authorized for Teachers who have served in the District for five full school years, if funds are available, and who meet the following requirements:

Subd. 1. Teachers applying for sabbatical leave must submit for approval a summary of plans for study, research, and/or travel.

Subd. 2. Sabbatical leave shall be for a minimum of one-half of the school year up to a maximum of one school year and shall be compensated at one-half the salary paid during the school year preceding the leave. If a sabbatical leave is taken during the last half of the school year, the compensation shall be at one-half the salary paid during the first half of the current school year which the sabbatical leave is being taken.

Subd. 3. Only one Teacher for the entire District shall be eligible during a single year.

Subd. 4. A Teacher receiving sabbatical leave must agree in advance, in writing, to return to the District and teach for at least two years after the completion of the leave. If he/she fails to do so, he/she shall repay all amounts he/she received from the District while on leave. If the Teacher returns for only one year, he/she shall repay one-half of the monies received while on leave. Physical inability to fulfill this obligation, proved by competent medical evidence, shall excuse the obligation to repay herein imposed.

Subd. 5. Upon expiration of the sabbatical leave, the Teacher shall have the privilege of returning to the position he/she occupied prior to the leave or to a similar position with credit for the year's service on the salary schedule as if he/she had been teaching in this system, subject to the following conditions:

1. the position has not been abolished;
2. he/she is not physically or mentally disabled from performing the duties of such position.

Subd. 6. Failure of the Teacher to return pursuant to the date determined in this section shall constitute sufficient grounds for termination of his/her employment.

Subd. 7. All fringe benefits shall remain in force while the Teacher is on leave unless the District shall not be permitted to do so.

Subd. 8. Written application for sabbatical leave must be made to the District before April 1 of the school year preceding the year in which leave is to be taken.

Subd. 9. If all of the above are met, the Board of Education retains a final authority to grant or deny sabbatical leave.

#### Section 4. Child Care Leave:

Subd. 1. A child care leave shall be granted by the District subject to the provisions of this section. Child care leave shall be granted to one parent of an infant provided the parent is caring for the child on a full-time basis.

Subd. 2. A Teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least thirty calendar days before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a Teacher may elect to utilize sick leave during the period of the teacher's disability pursuant to the sick leave provisions of this Agreement. A pregnant Teacher who elects disability leave shall provide, at the time of her disability, the completed forms obtained from the Superintendent. The sick leave must be taken prior to the implementation of the child care leave provided by this section.

Subd. 4. The Teacher and the District shall mutually agree to adjust the proposed beginning or ending date of a child care leave so 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.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, the School Board shall not, in any event be required to;

1. grant any leave more than one school year in duration;
2. permit the Teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A Teacher returning from child care leave shall be reemployed in a position for which the teacher is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the Teacher to return pursuant to the date determined under this section shall constitute grounds for termination.

Subd. 8. Seniority rights shall accrue to the Teacher who is on child care leave of absence. In all cases, when the Teacher returns from her/his leave, her/his seniority date will be the date of his/her original employment with the District in accordance with the District's seniority policy.

Subd. 9. A Teacher on child care leave is eligible to participate in group insurance programs, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the child care leave.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 5. Professional Leave: Each Teacher shall be granted, subject to conditions 1-5, a minimum of two days per year of professional leave without salary or sick leave deduction. This leave shall be approved to permit attendance at professional meetings and subject matter conferences, professional visitations in an approved school system or institution of higher learning, or the carrying out of other professional duties. The District shall provide a substitute, if necessary, and the teacher may request the District to pay other expenses (i.e. meals, mileage, and registration). Professional leave shall be granted under the provisions of this section, provided the following conditions are met:

1. It is the district's prerogative that attendance at proposed professional meeting, conference or professional visitation is deemed appropriate to teacher and district.
2. Teachers will submit written leave requests within a timeframe that provides for adequate advance notice. A minimum notice is 5 working days;
3. Teachers will provide a written itinerary that supports the leave request;
4. Teachers will provide a written statement of the content of the professional activity within two weeks upon returning from the leave;
5. The District may deny leave requests if a suitable substitute cannot be found Substitute requests will be honored if available.

Section 6. Jury Duty: Any Teacher who is required to serve as a juror shall be granted a leave with pay while serving on jury duty, contingent upon the teacher paying to the District any fees received, minus travel allowance, for such jury service.

Section 7. Short Term Leave Without Pay: A leave of absence without pay may be taken for any number of consecutive days up to a maximum of ten (10) days upon two (2) weeks prior written notice to the Superintendent.

Section 8. Long Term Leave Without Pay and Fringe Benefits:

Subd. 1. Teachers must have worked in the District at least three years before being considered for a leave.

Subd. 2. Business leaves and education leaves will be considered for up to five (5) years as provided for in M.S. 122A.46.

Subd. 3. All requests for leave and renewals must be received in writing prior to February 1 for action at the School Board's regularly scheduled meeting in February.

Subd. 4. Leaves will be considered on a first-come, first-served basis.

Section 9. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 10. Minnesota Paid Leave Law (MPL).

Subd. 1. Beginning January 1, 2026, Minnesota Paid Leave shall be granted pursuant to applicable law. Coordination of MPL and ESST/Sick Leave

At the request of an employee on MPL, the employer shall allow the employee to use individual accrued leave at their discretion to supplement the MPL program benefit. At no time will the employee receive more than 100 percent of their usual wages between the MPL benefit and contractual leave.

## **ARTICLE XI HOURS OF SERVICE**

Section 1. Basic Day: Teachers shall be on duty in their classroom 30 minutes before students start school in the morning and shall remain available to students for 29 minutes after classes end for the day except for the last working day of the week in which teachers may leave 15 minutes after classes end for the day. Staff members will be available before or after school for administratively-called meetings. If these meetings extend beyond regular contract time, those teachers in attendance shall be allowed to leave early on the following Friday(s) for the



time that was extended for such meetings. For parent-teacher meetings, i.e. IEP meetings, parental concerns, etc. teachers will be available as necessary.

Section 2. Building Hours: The specific hours may vary according to the needs of the education program of the District and such specific hours shall be designated by the District.

Section 3. Additional Activities: Teachers shall take part in a reasonable share of activities outside the basic school day as required by the District, including a reasonable share of extra-curricular, co-curricular, and supervisory duties, such as the Christmas program, prom, open house, class trips and graduation. These activities shall be assigned by the District on a reasonable basis and shall be mutually agreed upon by the Teacher and the District. Differences in opinion as to the involvement of a Teacher in such activity shall be resolved between the Teacher and the District, and in no event shall such differences of opinion cause delay in the work to be completed. Both parties shall act promptly and with dispatch with respect to the disposition of any question concerning the Teacher's taking part in such activities so that it shall not interfere with the activity as such.

Section 4. Duty-Free Lunch: Each Teacher shall be provided a minimum of 30 consecutive minutes of duty-free lunch.

Section 5. Prep Time: Each Teacher will be scheduled for a minimum of 55 minutes per day planning time free from scheduled activities.

Section 6: Additional Compensation: Teachers will receive monetary compensation based on their respective income per minute up to 60 minutes per class period, when asked to use their individual assigned prep time to cover on a short term basis for another Teacher. The Principal or his/her designee has the authority to determine whether a Teacher is needed to cover a class depending on the class size and or activity involved.

Section 7: Part-Time Teacher: Part-time teachers are teachers whose daily teaching assignment is less than full-time (1.0 FTE). Extra time (beyond the employee's contracted FTE) will be defined by the principal or designee, aligned with student and school needs. Part-time teachers are expected to attend Open House events, in-service days, and all scheduled Parent-Teacher Conferences. These events are essential for fostering positive relationships with students and families and are considered integral to the role of any classroom teacher, regardless of FTE status. Compensation for time exceeding the teacher's FTE-based work hours will be compensated on an hourly rate as per their step and lane placement if it extends beyond their equivalent FTE. Administrative pre-approval is required and part-time teachers are responsible for requesting this extra pay.

## **ARTICLE XII LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: Teachers shall be on duty for 180 days. The District shall adopt the school calendar for the following year. Teachers shall perform services on those

dates as determined and directed by the District, including those legal holidays on which the District is authorized to and has determined to conduct school.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the Teacher shall perform duties on that day or other such day in lieu thereof as the District shall determine.

### **ARTICLE XIII GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A “grievance” shall mean a dispute or disagreement by a Teacher or the Exclusive Representative as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The Teacher, Administrator, or School Board 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 written agreement.

Subd. 2. Days: Any 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.

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 if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The parties by mutual written agreement may waive any step and/or extend any time limits in the grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or in the case of the District, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or the Teacher.

Section 5. Adjustment of Grievance: 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 designee shall give a written decision on the grievance to the parties involved within ten (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 ten (10) days after the 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 ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or hi/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 ten (10) 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 parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the 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 representative notifies the parties of the 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.

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

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

Subd. 3. Selection of Arbitrator: Upon 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 Bureau of Mediation Services 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 the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services 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(s) 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 denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within a reasonable time line or as provided by law or by the Bureau of Mediation Services after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PERLA. 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 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 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 a copy.

Subd. 7. 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 herein and contained in this written 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 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 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, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XIV WORKER'S COMPENSATION**

Subd. 1. Pursuant to the authority of Minnesota Statutes Chapter 176.021, Subd. 5, if any Teacher in the unit is entitled to the benefit of the worker's compensation law and has at the time of compensable injury accumulated sick leave pursuant to this Agreement, payment shall be made to such Teacher from their accumulated sick leave not to exceed the amount of the total sick leave accumulated up to the differences between the worker's compensation received by the Teacher and the Teacher's regular rate of pay.

Subd. 2. In no event shall such payment result in the payment of a total rate of compensation which exceeds the regular compensation of the Teacher for the time period involved, had there been no worker's compensation and sick leave payments and had the Teacher worked pursuant to this Agreement and his/her individual contract.

Subd. 3. Such payments from accrued sick leave shall be charged against the accumulated sick leave of the Teacher and shall reduce the number of accumulated sick leave days in an amount equal to the number of dollars paid by school pursuant hereto divided by the Teacher's daily pay deduction rate provided by Article VI, section 3, Subd. 8.

Subd. 4. A Teacher who is absent from work as a result of an injury compensable under the worker's compensation law and who elects to receive sick leave payments pursuant to this article shall submit his/her worker's compensation check endorsed to school prior to receiving payment from school hereunder and school shall then pay to the Teacher his/her regular compensation which he/she would receive if he/she were taking sick leave to which he/she was entitled in the absence of worker's compensation.

## **ARTICLE XV**

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

Section 1: Purpose: The purpose of this article is to implement the provisions of M.S. 122.40, Subd. 10, which article when adopted, shall constitute a plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of 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 bargaining member who is not a member as defined by M.S. 122A.40 , Subd. 1.

Subd.2. Qualified:" Certified " shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and has successfully had teaching experience in such subject matter or field within the last ten (10) years in the school district.

Subd 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the school district and shall exclude probationary teachers, those teachers who are substituting for teachers on leaves of absence and part-time teachers employed less than an average of twenty (20) hours per week and one hundred (100) days in a school year.

Subd 4. School Board: "School Board" means the local governing board of the school district.

### 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. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate. The right to reinstatements shall terminate if the teacher fails to file with the school board by April 1<sup>st</sup> of each year a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or any such earlier time as mutually agreed upon by the teacher and the school board.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by July 1<sup>st</sup> of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Placement: 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 with less seniority is employed in the same field and subject matter.

Subd. 4. Tie-breaker. In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the following tie breaker criteria shall be used:

1. earliest day and or time of day of signing contract means greater seniority;
2. earliest action of School Board to approve signing of contract
3. according to Board minutes means greater seniority. Higher lane placement on the salary schedule means more seniority
4. more approved credits beyond a BA means higher seniority

Subd. 5. 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 re-employment if otherwise eligible under the law and such leave will not result in a loss of credit for years of service in the school district earned prior to the commencement of such leave.

### Section 4. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the school district while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the position from which they have been given leave or any other available position in the school district in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which the teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA a teacher shall file his/her name and address with the district Superintendent; such address being that which any notice of reinstatement shall be mailed. Proof of service by the person in the school district depositing such notice to the teacher as the last known address shall be sufficient and 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 re-employment. If a position becomes available for a qualified teacher on ULA, the district shall send by certified mail a notice to such teacher who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept in writing within such ten (10) days shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or re-employment rights.

Subd.4. Reinstatement rights: Reinstatement rights shall automatically cease five (5) years from the date the ULA was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent of the school board and the qualified teacher.

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

#### Section 6. Establishment of Seniority List

Subd. 1. Preparations: 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 cause such list to be posted in an official place within each building in the school district. Such list will be posted by the first business day in January.

Subd.2. Request for Change: Any teacher whose name appears on such list and who may disagree with the findings of the school district regarding order or seniority of said list shall have ten (10) days from the date of posting to supply written documentation, proof and request for seniority change to the school district.

Subd. 3. Final List: Within ten (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 changes the school district deems warranted. A final seniority list shall thereupon be prepared by the district, which list as revised, shall be binding on the school district and any teacher. Each year thereafter, the school district shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services or new employees. Such yearly revised list shall govern the application of ULA until thereafter revised.

Section 7. Filing of Licenses. In any year in which a reduction of teaching positions is occurring and the school district is placing teachers on ULA, only those licenses actually received in the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not for the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this negotiated contract 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 contract or any other master contract affecting such licensed employees.

Section 9. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefore shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

## **ARTICLE XVI SALARY PAYMENTS**

Teachers will be paid twice per month, with checks distributed on the 15th and the last day of the month. In the event the 15th or the last day of the month should fall on a weekend or holiday, payday will be on the preceding week day.

## **ARTICLE XVII EARLY CHILDHOOD FAMILY EDUCATION TEACHERS**

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) Teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a Teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE Teacher within the definition of a Teacher for purposes of MS.122A.40, Subdivision 1, or M.S. 122A.41, Subdivision 1.

Section 2. Probationary Period: ECFE Teachers shall have all the rights of a probationary Teacher as described in MS 122A.40. The continuing contract rights, layoff and seniority of MS 122A.40 shall not apply. Following the probationary period of three (3) years, an ECFE Teacher shall be suspended or discharged only for just cause.

Section 4. Layoff and Recall: ECFE Teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE Teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE Teachers.

Section 5. Compensation: Compensation shall be as provided by the regular salary schedule.

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

Article I, Purpose



Article II, Recognition of Exclusive Representative

Article III, Definitions

Article IV, School District Rights

Article V, Teacher Rights

Article VI, Basic Schedules and Rates of Pay

Article VII, 403 B Investment

Article VIII, Extra Compensation

Article IX, Group Insurance

Article X, Leaves of Absence

Article XIII, Grievance Procedure

Article XIV, Worker's Compensation

Article XVI, Salary Payments

Article XVII, Duration

Section 7. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article XI, Hours of Service

Article XII, Length of the School Year

Article XV, Unrequested Leave of Absence and Seniority Agreement

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year. Recognizing the unique, changing and irregular nature of the ECFE 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. The District will provide the ECFE Teacher with two weeks notice if significant changes in programming and schedule is going to occur.

## **ARTICLE XVIII PRESCHOOL, SCHOOL READINESS, AND PREKINDERGARTEN INSTRUCTORS**

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, preschool, school readiness, school readiness plus, and prekindergarten

instructors fall within the definition of “teacher” for purposes of PERLA and are included within the teachers’ appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a “teacher” for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a preschool, school readiness, school readiness plus, or prekindergarten instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A preschool, school readiness, school readiness plus, or prekindergarten instructor shall serve a probationary period of 180 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. Instructors who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Preschool, school readiness, and prekindergarten instructors may be laid off at the School District’s discretion at any time based on the needs of the School District’s programs.

Section 4. Discipline: The School District shall have the right to impose discipline on preschool, school readiness, and prekindergarten instructors for just cause. Discipline shall consist of an oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the instructor and instructor’s supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

Section 5. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for preschool, school readiness, and prekindergarten instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District’s programs.

Section 6. Compensation: Preschool, school readiness, and prekindergarten instructors shall be compensated pursuant to the specific preschool, school readiness, and prekindergarten salary schedule, Attachment, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 7. Applicable Sections of the Master Agreement: Preschool, school readiness, and prekindergarten instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,  
ARTICLE IV, SCHOOL DISTRICT RIGHTS,  
ARTICLE V, TEACHER RIGHTS,  
ARTICLE VIII, 403(b) MATCHING CONTRIBUTION PLAN,  
ARTICLE IX, GROUP INSURANCE,  
ARTICLE X, LEAVES OF ABSENCE,  
ARTICLE XIII, GRIEVANCE PROCEDURE,  
ARTICLE XVI, DURATION.

Section 8. Sections of the Master Agreement Not Applicable: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,  
ARTICLE VII, EXTRA COMPENSATION,  
ARTICLE XI, HOURS OF SERVICE,  
ARTICLE XII, LENGTH OF THE SCHOOL YEAR,  
ARTICLE XIV, PROGRESSIVE DISCIPLINE,  
ARTICLE XV, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,  
ARTICLE XVII, EARLY CHILDHOOD AND FAMILY EDUCATION AND ADULT BASIC EDUCATION TEACHERS

## **ARTICLE XIX DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2025, through June 30, 2027. If the Exclusive Representative desires to meet and negotiate an agreement from and after June 30, 2027, it shall give written notice to the District and the Commissioner of the Bureau of Mediation Services no later than May 1, 2027. In no event shall such negotiations commence prior to April 1, 2027, unless mutually agreed.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the Exclusive Representative representing the Teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances is held

invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Exclusive Representative:

The School District:

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Teacher Negotiator

\_\_\_\_\_  
Superintendent

