

AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 726
BECKER, MINNESOTA
AND
THE BECKER EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2021

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Article I

Purpose

This Agreement is made and entered into by and between Independent School District No. 726, Becker, Minnesota, hereinafter referred to as the "School District," and the Becker Education Association, hereinafter referred to as the "Exclusive Representative," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as "P.E.L.R.A.," to provide the terms and conditions of employment for teachers employed by the School District during the duration of this Agreement.

Article II

Recognition of Exclusive Representative

In accordance with P.E.L.R.A., the School District recognizes the Becker Education Association as the Exclusive Representative of teachers employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this Agreement.

Article III

Definitions

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" refers to 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. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Teachers: The Becker Education Association shall represent all teachers in the appropriate bargaining unit as determined pursuant to the P.E.L.R.A. For purposes of this section, the word "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota or in a position of physical therapist or occupational therapist, except Superintendent, assistant superintendent, principals, and assistant principals, who devote more than 50% of their time to administrative or supervisory duties, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

Subd. 1. Any part time teacher, i.e. those working less than full time but not including daily substitutes, are entitled to salary, fringe benefits, (as per carrier specifications and/or language Article XIII, Section 7) seniority and leaves of absence on a pro rata basis.

Section 3. School District: For purposes of administering this Agreement the term "School District" refers to the School Board of the Independent School District No. 726, Becker, Minnesota or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

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 and number of personnel.

Section 2. Management Responsibility: The Exclusive Representative recognizes the right and obligation of the School District to 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 employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District regulations, rules, 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 District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

Article V Teacher and Exclusive Representative Rights

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in the 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 or employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any teacher to perform labor or service against his/her will.

Section 2. Right to Join: Pursuant to P.E.L.R.A. 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 Checkoff: The Exclusive Representative shall be allowed dues checkoff for its members, provided that the Exclusive Representative shall not be allowed dues checkoff and the proceeds thereof if it has lost its right to dues checkoff pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District shall deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or Exclusive Representative during the period provided in said authorization. The School District shall deduct such dues from the last check of the teacher each month beginning in September.

Section 4. Fair Share Fees: Pursuant to P.E.L.R.A. any teacher who is not a member

of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered by the Exclusive Representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed 85% of the regular membership dues.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment and the name of each teacher to be assessed to the School District and the written notice of the amount to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services (BMS), the School District, and the Exclusive Representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the Exclusive Representative within 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner of The State Bureau of Mediation Services or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19 all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her 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 in it. The School District will provide the teacher a copy of any and all materials before they are placed in his/her personnel file. However, the School District may destroy such files as provided by law.

Section 6. Exclusive Representative Meetings: Meetings of the Exclusive Representative shall be scheduled through the School District and shall be held at the close of the regular teacher work day. One meeting per month may be held starting 10 minutes after the dismissal of the students.

Section 7. Exclusive Representative Leave: The School District will afford reasonable time off, without pay, to elected officers or appointed representatives of the Exclusive Representative for conducting the duties of the Exclusive Representative and, upon request, shall provide leaves of absence, without pay, to elected or appointed officials of the Exclusive Representative, provided that no loss of pay shall occur for time off or leaves taken to attend arbitration or mediation sessions affecting teachers subject to this Agreement.

Section 8. Any part time teacher, i.e. those working less than full time but not including daily substitutes, are entitled to salary, fringe benefits, (as per carrier specifications and/or language Article XIII, Section 7) seniority and leaves of absence on a pro rata basis.

Article VI

Grievance Procedure

Section 1. Representation: Teachers may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 2. Definitions and Interpretations:

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

Subd. 2. Days: References 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 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 is sent by certified mail or bears a dated postmark of the United States mail within the time period.

Section 3. 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 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed to a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4. 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: An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District’s designee. If the grievance is not resolved through informal discussions, the School District’s designee shall give a written decision on the grievance to the parties involved within five5 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 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 10 days after receipt of the appeal. The meeting will take place within those 10 days. 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 the grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 10 days after receipt of the appeal. The meeting will take place within 20days of the receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II above, provided the School District or its representative notifies the grievant 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 provided that the provisions of Level III are observed.

Section 6. Arbitration Procedure: In the event that the teacher and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

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 10 days following the decision in Level III above.

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

Subd. 3. Selection of the Arbitrator: Upon the proper submission of the grievance under the terms of this procedure, the parties, within 10 days after the request to arbitrate, shall attempt to agree upon the selection of an arbitrator. Either party may request a list of arbitrators from the Bureau of Mediation Services (BMS) pursuant to P.E.L.R.A. providing such request is made with 20 days after the request to arbitrate. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate. 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. 5. Decisions: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in P.E.L.R.A.

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 both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 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, the arbitrator's order shall give due consideration to the statutory rights and

obligations of the School District to manage and conduct its operation within the legal limitations surrounding the financial operations.

Section 7. Teacher Rights: The fact that a grievance is raised by a teacher, regardless of its ultimate disposition, shall not place such teacher in jeopardy to make him/her subject to reprisal for having followed this procedure.

Section 8. Election of Remedies and Waiver: If a teacher seeks redress through the courts or any state or federal agency prior to initiating a grievance or while a grievance is pending under the provisions of the Agreement, the right to grieve or continue to grieve that incident shall be waived.

Section 9. Grievance Form: All grievances must be filed using the grievance form, ATTACHMENT A, of this Agreement.

Article VII

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. All teachers shall be credited with 12 days of sick leave at the beginning of each school year. In the event that a teacher leaves the district; without fulfilling designated teacher duty days as set forth in Article IX, Section 1; having used more than the prorated amount of sick leave; the district shall deduct for any difference between the actual paid sick leave and the eligible prorated amount.

Subd. 2. Unused sick leave may accumulate to a maximum credit of 160 days of sick leave per teacher.

Subd. 3. At the end of each school year, the school district shall furnish to each teacher a written statement setting forth the total of his/her accumulated sick leave.

Subd. 4. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to his/her own personal illness or disability or for any health matters relating to his/her spouse or child which prevented the teacher's attendance at school and performance of duties that day or days.

Subd. 5 Care of Relatives: Effective August 1, 2013, an employee may use his/her accrued sick leave for absences due to an illness of or injury to the employee's, adult child, sibling, parent, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This leave is limited to 25 days in any 12-month period. This leave is concurrent, rather than in addition to, sick leave an employee may use under Subd. 10 of this section.

Subd. 6. The School District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or disability, indicating such illness or disability necessitated his/her absence in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District based upon a reasonable interpretation of the physician's statement.

Subd. 7. In the event that a medical certificate will be required, the teacher will be so advised during the period of illness.

Subd. 8. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 9. Family and Medical Leave Act: The board shall comply with the Family Medical Leave Act of 1993 or as subsequently amended.

Subd. 10. Sick leave, up to five (5) days per year, may be used for such things as the hospitalization, surgery, emergency medical services or direct consultation with a

physician involving the teacher's parent or parent-in-law. A teacher may use one-half of sick leave accumulated beyond 30 days for the care of ill family members in addition to the five (5) mentioned above. This subdivision is not intended to be applied toward routine health care.

Section 2. Sick Leave Bank:

Subd. 1: A voluntary sick leave bank shall be established and is expressly intended to be used by any teacher who has elected to participate in the bank and who is incapable of performing his/her duties due to accident or serious illness, after he/she has used his/her personally accumulated sick leave. It is not intended to be used for any other type of leave provided for in this Agreement. Such leave will require a medical certificate to verify its use. All deductions from this bank will be made only for sick leave days approved by the District and the BEA. A (Sick Leave Bank) committee made up of the Superintendent and two representatives of the Becker Education Association will be responsible for accounting of such leave. Teachers may use up to 35 days per year from the sick leave bank. Benefits from the sick leave bank will end upon a member's qualification for benefits from a long-term disability insurance plan.

Subd. 2: The sick leave bank shall be maintained in the following manner: Each teacher who wishes to participate shall contribute two (2) sick leave days. Notification to the District Office of such participation shall occur before September 15th of any school year. When the sick leave bank is depleted down to 50 days, any teacher who desires to participate in the sick leave bank shall contribute two (2) sick leave days from his/her accumulated sick leave days. Participating members of the bargaining unit who exhaust their personally accumulated sick leave days and go two (2) consecutive days without salary shall be allowed reasonable and necessary withdrawals from the common bank subject to approval by the (Sick Leave Bank) committee.

Section 3. Discretionary Leave: A full time teacher shall be granted Discretionary Leave as follows:

<u>During the years service in the district</u>	<u>Days per year</u>	<u>Accumulation</u>
1-13	3	6
14 & Above	4	8

Subd. 1. Discretionary Leave days under this section shall not be deducted from Sick Leave.

Subd. 2. A part time teacher shall be granted Discretionary Leave on a pro rata basis.

Subd. 3 . Discretionary Leave may be taken in 15 minute increments. The minimum Discretionary Leave that can be taken is one hour. However, if a substitute for the teacher is not needed, as determined by the building principal, Discretionary Leave of less than one hour may be taken.

Subd. 4. Discretionary Leave may be used on consecutive days.

Subd. 5. When possible, staff will give a three (3) day notice when requesting discretionary leave.

Subd. 6. No more than 6 teachers per building shall be on pre-approved discretionary leave on any one day. If circumstances dictate, the 6 teacher maximum per building may be waived at the discretion of the building principal. However, discretionary leave shall be granted to teachers who must deal with matters that allow no time for advance notice.

Subd. 7. Discretionary leave will not be allowed on the first contracted staff day, first and last student contact days, parent teacher conferences, orientations or open house

days unless an exception is granted by the building principal. Teachers will be granted discretionary leave on these days if an emergency arises.

Subd. 8 . If requested by the teacher, any teacher with over 100 days of sick leave on the last contract day of the previous school year shall be granted additional discretionary days during the following school year provided their sick leave total does not fall below 100. These additional days will be calculated at a 3:1 ratio to be deducted from sick leave.

Subd. 9. A teacher may not use, in any given year, more days than their maximum accumulation.

Subd. 10. At the end of a school year the school district will automatically pay the teacher the casual substitute rate for each unused Discretionary Leave day above their accumulation limit. When a teacher leaves the district due to retirement the district shall pay the teacher for all unused Discretionary Leave days at their daily rate of pay. Teachers leaving the district for any other reason will be paid out at the end of the school year at the casual substitute rate for any unused accumulated discretionary days.

Section 4. Bereavement Leave:

Subd. 1. In the event of the death of a member of the immediate family of the employee, which shall include spouse, children, stepchildren, parent, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew; leave with pay of up to three (3) days will be granted by the Superintendent. Additional days may be granted at the discretion of the Superintendent. The district will also allow one (1) day of bereavement leave for a close friend or relative not included in the above stated relationships.

Subd. 2. All days off for bereavement leave shall be deducted from sick leave.

Section 5. 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 one (1) parent of a child provided the primary intent of the leave is to care for the child.

Subd. 2. Request: A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least sixty (60) calendar days before the commencement of the intended leave.

Subd. 3. Child birth: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a Child Care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected delivery date.

Subd. 4. Paternity Leave: Three (3) days of paternity leave shall be granted to the teacher upon the birth of his child. These days will be deducted from sick leave.

Subd. 5. Adoption Leave: A teacher may be granted up to thirty (30) days paid adoption leave to care for a child provided such adoption leave is deducted from available sick leave.

Subd. 6. 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 break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 7. Duration: In making determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months duration.
2. Permit the teacher to return to his or her employment prior to the

date designated in the request for child care leave.

Subd. 8. Re-instatement: A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 9. Failure to Return: Failure of the 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 to an extension in the leave.

Subd. 10. Experience Credit: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes of leave time during the period of absence for child care leave.

Subd. 11. Insurance: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs, as the teacher wishes to retain, commencing with the beginning of

the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Subd. 12. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. Worker's Compensation:

Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall display his/her Worker's Compensation check to the School District prior to receiving payment from the School District for this absence.

Section 7. Military Leave:

Subd. 1. Military leave shall be granted, pursuant applicable provisions of law.

Subd. 2. Teachers called for selective service physical examinations may be excused without loss of pay for such purpose for a period of one day.

Section 8. Professional Leave:

Subd. 1. Professional leave may be granted at the discretion of the School District. All such leaves of absence shall have prior approval of the Superintendent and the Building Principal.

Subd. 2. Professional leave may be granted to attend meetings, conventions and workshops without loss of pay provided such attendance is in the general interest of the School District.

Section 9. Extended Leaves of Absence: Extended leaves of absence may be granted, pursuant to M.S. 122A.46 and other applicable provisions of law.

Section 10. Jury Leave: A teacher who is called to serve on jury duty shall be granted leave for each day of required jury duty service. Said employee shall be paid for actual hours worked for the School District. If this pay, together with his/her jury duty pay, does not equal his/her regular weekly pay, the School District will make up the difference, provided the teacher works such hours as he/she is available during the hours when Court is not in session.

Section 11. Unrequested Leave & Reduction in Force -- RIF: Teachers shall be placed on unrequested leave pursuant to Minnesota Statute 122A.40, Subd. 11 and other applicable provision of law.

Subd. 1. In the event that two or more teachers are determined to have the same seniority status, such a tie will be broken in the following manner:

a. In the event of a tie in seniority the employee having the highest step placement shall be considered the more senior.

b. In the event of a tie in step placement the employee having the highest lane placement shall be considered more senior.

c. In the event of a tie in lane placement, the employee with the greatest number of license areas shall be considered the more senior. Only those license areas on file by February 1 in the office of the superintendent shall be considered applicable.

d. In the event of a tie, the teacher with the lower certificate file folder number shall be deemed senior.

Section 12. Disaster Leave: Additional Sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave benefits, if such teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive duty days, as certified by a physician. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for the period during which the teacher remains continuously disabled and unable to teach and shall cease on the 45th calendar day of total disability.

Article VIII Hours of Service

Section 1. Basic Day: The basic teacher's work day shall be seven hours and forty minutes in length including lunch. Except the last working day of the week shall be seven hours and twenty minutes in length. Extracurricular duties may begin during the basic teacher's work day upon appropriate approval.

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. Lunch Period: All full time teachers shall have an uninterrupted duty free lunch period except in case of emergency.

Section 4. Playground Duty: Elementary teachers shall be available for emergency duty when the temperature is below zero and students are not allowed on the playground; the teacher will be responsible for those students in his/her room.

Section 5. Additional Activities:

Subd.1. In addition to the basic school day, teachers may be required to reasonably participate in activities beyond the basic work day. Consultation with parents, faculty meetings and curriculum meetings are examples of such activities.

Subd. 2. Teachers shall be given a 24 hour notice for activities required beyond the basic work day. Teachers may be requested but not required to participate more

than 20 minutes beyond the basic work day.

Section 6. Preparation Time:

Subd. 1. Teachers are to be allowed preparation time to equal approximately 245 minutes over a normal 5 day week.

Subd. 2. Secondary teachers will be allowed one period of preparation time of forty-nine (49) minutes.

Subd. 3. Teacher preps shall be in blocks of no less than 24 minutes.

Section 7. Peer Assistance:

Subd. 1. Peer Assistance Committee: Prior to the beginning of each school year, the Staff Development Committee shall establish a Peer Assistance Committee consisting of eight (8) teachers selected by the Staff Development Committee. The process shall be voluntary for both the mentor and the mentee. Two (2) teachers shall be appointed from the primary building, two (2) from the intermediate building, two (2) from the middle school and (2) from the high school.

Subd. 2. Payment: Teachers serving on the Peer Assistance Committee shall serve without pay. However, they will be given time off without loss in salary for specific peer assistance services performed, during the teacher's duty day, as directed and approved by, and at the sole and exclusive discretion, of the Director of Curriculum and Instruction.

Subd. 3. Responsibilities: Members of the Peer Assistance Committee shall be responsible for the following, only after being specifically directed by the Staff Development Committee:

a) Observe, assist, mentor and provide positive interaction with specific probationary and continuing contract teachers designated by the Staff Development Committee, in order to provide professional growth and improve their tenured instructional effectiveness.

b) The Peer Assistance Committee shall not evaluate or judge teacher competence. Peer Assistance Committee notes, files or observations shall not be used as evidence in or before a part of any disciplinary or termination proceeding of any kind involving the teacher being mentored, unless as mandated by law. All notes, files or written observations remain the property of the teacher being mentored.

Subd. 4. Program Evaluation. At the end of two years, the Peer Assistance Committee will evaluate the peer assistance process.

Section 8. Grading Days: For schools using a quarter system, the District shall provide 3 half days of grading time for teachers, one each at the end of first, second, and third quarters. For schools using a trimester system, the District shall provide 2 half days of grading time for teachers, one each at the end of the first and second trimesters. Building Administrators may not call or schedule meetings on these "grading days."

Article IX

Length of the School Year

Section 1. Teacher Duty Days: Pursuant to M.S. 120.4041, the School District shall establish the number of school days and teacher duty days for the next school year, and the teachers 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

Subd. 1. The district shall determine the number of student contact days, but shall maintain at least nine non-contact days per school year.

Subd. 2. Of the nine days of non student contact time the district shall provide the equivalent of 3 days for parent/teacher conference days, open house days or parent orientation days. The four days of district staff development shall not be decreased from what was scheduled in 2004-05. In the event that MN State Statute requires a minimum number of student contact days this language becomes null and void until such time as the contract is re-negotiated.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of an energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar. Teachers will not be required to work or make up the first two days that school is closed for any exigency for which students are not required to make up. If the school is closed for more than two days, the teachers shall perform duties on that day(s) or such other day(s) in lieu thereof, if any, as the School District shall determine.

Subd. 2. In the event that days do need to be made up, the School District reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four day week with increased hours per day but the total weekly hours not more than the regular five day week, except to comply with the provisions of M.S. 120.4041.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, the School District shall afford to the Exclusive Representative an opportunity to meet and confer on such matters.

Subd. 4. In the event that teacher duty days are lost due to a strike by another bargaining unit, all teachers shall receive their regular compensation for any days lost. The School District agrees that there will be no change in the amount of compensation or the frequency of payment per pay period as a result of the loss of any teacher duty days. However, if make-up days are scheduled, teachers shall not be paid double for those services. If make-up days are scheduled, teacher duty days of one hundred and eighty-two (182) days shall not be surpassed.

Subd. 5. The School District agrees that teachers will not be required to do any work that is regularly performed by members of another striking bargaining unit.

Article X
Retirement and Resignation

Section 1. Retirement: The retirement age shall be governed by applicable laws.

Section 2. Resignation: During negotiation years, individual contracts or resignations are due in the office of the Superintendent no later than thirty (30) days after a negotiated contract is executed or July 15, whichever occurs first.

Article XI
Basic Rate of Pay

Section 1. 2019-2021 Salary Schedule: The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of the Agreement for the 2019-2020 and 2020-2021 school years.

Section 2. Status of Salary Schedules:

a. The salary schedules are not to be construed as part of a teacher's continuing contract and the School District reserves the right to withhold increment advancement, as the School District shall determine, provided just cause has been shown and the teacher notified by April 15th.

b. In the event a successor agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. This section does not relate to the effective date or retroactivity of a successor agreement.

c. For the 2019-20 and 2020-21 school years teachers shall advance a step on the salary schedule.

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. Credits: Credits for remuneration beyond the B.A. Degree must be approved by the Superintendent in writing prior to being earned. Approval shall be made using the following criteria:

a. Credits must be graduate credits, except as provided in this subdivision.

b. Credits must be in the teacher's present major area, minor area, the field of education or deemed to special benefit to the educational program of the district.

1. Advanced Degree Program. A teacher shall be paid on the masters degree lane or higher lane only if the credits are germane to the teaching assignment as approved by the School Board and the credits are approved in writing by the Superintendent in advance.

2. National Certification, Certificate of Clinical Competence, and Licensed Independent Clinical Social Worker.

Subd. 2. Any teacher who completes the entire National Board certification, the Certificate of Clinical Competence (CCC) process or the Licensed Independent Clinical Social Worker process will be credited with an additional 6 credits, which will apply to additional lane changes. Teachers who achieve National Board certification, those awarded a Certificate of Clinical Competence (CCC) by the American Speech and Language Hearing Association (ASHA), or are a Licensed Independent Clinical Social Worker will be credited with an additional 9 credits which will apply to additional lane changes. However, these credits may not be used to achieve an advanced degree unless so approved by a degree-granting institution.

Subd. 3. Teachers who maintain current National Board For Teaching Standards Certification, a Certificate of Clinical Competence, or are a Licensed Independent Clinical Social Worker shall receive a \$500.00 yearly stipend.

a. The District Staff Development Committee shall have the responsibility of recommending any appropriate workshops or in-services as eligible for board credit or fraction thereof according to the following guidelines:

1. One board credit shall be commensurate with one college credit (quarter system) in terms of hours of participation.

2. Workshops recommended for credit must advance District, Building, Grade Level, or Department goals.

3. Workshop participation would occur outside regular school hours.

4. A teacher's participation in an approved workshop is voluntary.

5. Workshops recommended may be presented either on-site or off-site.

6. Workshops recommended may be taught by professionals on staff or by other professionals. Board credit will be given to on-staff presenters at twice the rate of participant credit or the instructor may elect to take 12 hours of pay per board credit at the extended time rate, subject to approval of the staff development

committee.

7. Participant evaluation for a board credit workshop shall be on a pass-fail basis.

8. Workshops recommended would be of benefit to groups of teachers, eg., cooperative learning, peer coaching, interdisciplinary teaching, new technology, etc. However, this does not mean an individual teacher may not take the same approved workshop off-site. For example, a new teacher may choose to take training in the Elements of Instruction during the summer.

9. The workshop must be approved by the Board prior to its being offered for credit.

10. Prior to the first class meeting a list of participants will be submitted to the Superintendent by the staff contact person responsible for that course. This list will serve as preapproval in lieu of submission of individual preapproval forms. Individuals may still submit the standard preapproval form if they register after the deadline. At the conclusion of the course, the staff contact person will complete a certificate for each participant who completed the course. One copy of this form will be sent to the District Office and a second copy will be returned to the teacher.

11. Board credits may be used for up to two-fifths (2/5) of the credits required for a lane change.

12. The Staff Development Committee's recommendation(s) for board credit workshops must be approved by the School Board.

b. A teacher may request an adjustment of the contract salary if the additional preparation will place him/her in a different lane on the salary schedule. This request must be submitted in writing to the Superintendent of Schools no later than September 20th to be effective at the beginning of the school year, or by January 20th of the current school year to be effective for the second half of a teacher's contract. The request must be followed within two weeks by an official up-to-date transcript from the college showing that the course was completed and the grade received before a change in salary is made effective. The new salary including the lane change will be reflected in all subsequent payroll checks. A teacher may only make one lane change per semester.

c. If a teacher is directed in writing by the School District, after the time of initial employment, to obtain licensure in a new area, necessary undergraduate or graduate courses toward such licensure shall be credited to the teacher for lane advancement purposes.

d. Credits referred to are "quarter credits." Semester credits equal 1.5 quarter credits.

Subd. 4. Payment to Present Salary. The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary placement already recognized and actually being paid in the 1990-91 school year.

Subd. 5. Prior Experience. A teacher new to the School District shall be given credit for each year of previous teaching experience up to a maximum, of twelve years.

Subd. 6. Positions of Shortage: If the district believes that there are openings in a licensure area that will be difficult to fill, the Superintendent will meet with the BEA representatives to mutually agree that there is a shortage. If the parties agree, *Subd. 3 shall be set aside* and the BEA representatives and the Superintendent will then determine proper placement on the salary schedule.

Subd. 7. A teacher under contract for an equivalent of a semester each year shall be eligible for a step advancement.

Section 4. Pay Periods: Teacher's salary checks will be paid semi-monthly on the 10th and 25th of each month. Teachers may receive their pay over ten (10) or twelve (12)

month periods. Selection of pay methods must be made at the beginning of each school year and no change will be allowed after that time.

Section 5. Longevity:

During The Years

Employed In The District	Longevity
17-19	\$2,000
20-23	\$3,000
24-27	\$4,000
28-31	\$5,000
32- and above	\$6,000

Section 6. Combination Classes: Any elementary regular classroom teacher responsible for more than one grade level shall be paid an additional \$2,500.00 per year, i.e., third (3rd) and fourth (4th) grade combination.

Article XII

Extra Compensation

Section 1. Extracurricular Schedule:

a. The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement. Payment for Schedule C shall be in lump sum at the completion of the activity. Or at the option through written request of the teacher involved, half-payment may be made at the mid-point of the activity and the remainder made at the conclusion of the activity.

b. Placement of positions not currently included in the Schedule C shall be made upon joint agreement between the Superintendent and the BEA President.

c. Coaches or advisors holding contracts on August 1, 2014 shall not realize a pay reduction while they remain in their current positions.

Section 2. Extra-Activities Schedule:

a. Members of the BEA will be given the first opportunity to sign up for extra-activities such as officiating, ticket sales, crowd control, timing, announcing, and scoring for extra-curricular activities.

b. Teachers will be paid the extra compensation rate (Article XII, Section 6) for the following duties: bus chaperone, evening concert direction, evening concert supervision, graduation supervision, and prom supervision. A maximum of 3 hours will be reimbursed for these activities. In the event that prom is out of town and the teacher drives, mileage will be reimbursed at the district rate. Exceptions to the 3 hour limit may be approved in advance by the building principal.

Section 3. Assignment of Extra Period Classes: Every attempt will be made by the School District to avoid assigning teacher to extra-period classes. Should these assignments become necessary, the building principal will attempt to make assignments on a fair, equitable basis. The reimbursement shall be at the rate of \$20.00 for 2019-2021, per period assigned, payable every three months.

Section 4. Mileage: Mileage shall be paid at the district rate.

Section 5. Team Leaders: Elementary team leaders, members of the Middle School site-based council, and High School department chairs will be paid \$300 for performing duties in their job descriptions. Any department or team that consists of ten or more people will be entitled to two team leaders at the same rate of pay.

Section 6. Extra Compensation: Extended time rate of pay 0-4 years experience - \$25

per hour; 5-10 years experience \$27.50 per hour; over 10 years experience \$30.00 per hour. Teachers will be paid the extended time rate for administrator mandated IEP meetings scheduled after 4:00 p.m.

Section 7. State Tournament Pay: Coaches required to work beyond the regular season will be paid:

For Team Participation: For every week beyond two weeks of the last regular season competition, varsity coaches and varsity assistants will receive 5% of their salary per week of competition.

For Individual Participation: For every week beyond two weeks of the last regular season competition, varsity coaches and varsity assistants will receive 3% of their salary per week of competition. A coach that meets both criteria will be paid the higher of the two amounts. A week is defined as beginning on Monday.

Article XIII Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Single Coverage.

a. The School District shall contribute 100% of the premium for the 2019-2021 school years not to exceed \$775 for all full time teachers employed by the School District who qualify for and are enrolled in the School District group insurance and hospitalization plan. Any additional cost of the premium shall be borne by the employee and shall be paid by payroll deduction.

b. If a teacher selects a plan that meets the Internal Revenue Service requirements to be used in conjunction with a Health Savings Account (HSA), the District will contribute the following amounts on a monthly basis for the corresponding plans years: 2019-20: \$775, 2020-21: \$775. These amounts will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the district into a Health Savings Account (HSA) in the employee's name on a monthly basis. The amount the district contributes to the HSA will not total over 125% of the plan's deductible in any plan year. The employee may choose to contribute to their HSA account through payroll deduction up to the applicable IRS limits.

Subd. 2. Dependent Coverage.

a. The School District shall contribute 83% for 2019-2021 school years not to exceed \$1,700 monthly towards the premium for dependent coverage for all teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan and who qualify for dependent coverage. Any additional cost of the premium shall be borne by the employee and shall be paid by payroll deduction.

b. If a teacher selects a plan that meets the Internal Revenue Service requirements to be used in conjunction with a Health Savings Account (HSA), the District will contribute the following amounts on a monthly basis for the corresponding plans years: 2019-20: \$1,700, 2020-21: \$1,700. These amounts will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the district into a Health Savings Account (HSA) in the employee's name on a monthly basis. The amount the district contributes to the HSA will not total over 125% of the plan's deductible in any plan year. The employee may choose to contribute to their HSA account through payroll deduction up to the applicable IRS limits.

All employees who seek dependent health and hospitalization coverage shall provide the School District with an affidavit certifying that the employee has a dependent

spouse or dependent children or both. A form for this affidavit shall be provided by the School District and must be returned prior to consideration for dependent coverage each school year.

Subd. 3. The district shall contribute 100% toward family coverage for two employees who are married to each other. This includes teachers married to any other district employee in another union as long as it would be a cost savings to the district.

Subd. 4. Retiree Participation.

a. Teachers who retire shall be entitled to participate in the School District health and hospitalization plans.

b. Retirees shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for board contribution toward single coverage, as defined in Article XIII, Section 1. of the Agreement between the School District and the Exclusive Representative if the following criteria are met:

1. Teachers shall have completed eighteen (18) years of continuous service with the School District.

2. This premium will be paid by the District until the teacher becomes eligible for supplemental health benefits (Medicare) or until the teacher returns to full-time employment that has an employee health plan.

Subd. 5. Eligibility. It is understood and agreed that the eligibility of a teacher and his/her dependents for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. The School District shall use its best efforts to obtain coverage for employees, but shall not be liable for guaranteeing the maintenance of an option where employee selection makes the maintenance of an option impractical.

Subd. 6. Health Expenses Retirement Account (HERA). The School District has established a Health Expenses Retirement Account as an alternative to the Retiree Participation plan option described in Subd. 4. The purpose of the HERA is to provide eligible Teachers with a monetary fund that will grow over time, and to which they will have access upon retirement to pay for qualified medical expenses (including the payment of insurance premiums, unless otherwise prohibited by law). The details of the HERA are as follows:

a. The School District will make annual contributions to the HERAs of participating Teachers. The contribution rate is \$2,000 per year for the first 15 years of service and \$2,750 for the following 10 years (for eligible part-time Teachers, the contribution amount will be prorated based upon their percentage of FTE). Contributions will continue to be made to a Teacher's HERA for a maximum of 25 years or until the point that the Teacher's employment with the School District comes to an end (whether by retirement or otherwise).

b. Teachers who participate in the HERA will, upon retirement, be permitted to stay enrolled in the School District's Health and Hospitalization Insurance plan, but will not be eligible to receive the "board contribution toward single coverage" benefit provided under the Retiree Participation plan option described in Subd. 4. However, Teachers may be able to use the funds in the HERA to pay for the premium costs associated with retiree enrollment in the School District's Health and Hospitalization Insurance plan.

c. Eligibility: Teachers hired after July 1, 2015 will be automatically enrolled in the HERA, and will not be given the option to participate in the Retiree Participation plan option described in Subd. 4.

1. The HERA funds will be vested with the teacher after the teacher completes 15 years of continuous teaching service with the school district.

2. Once vested, the District contribution and accrued interest earnings, as well future District contributions, will be deposited into the employee's post-retirement health care savings plan at the State of Minnesota.

3. When accessing funds in the HERA plan, the employee must use funds for qualifying medical expenses in accordance with current IRS rules and regulations.

Section 2. Dental Insurance:

Subd. 1. Single Coverage: The School District shall contribute 100% for the 2019-2021 school years.

Subd. 2. Dependent Coverage. The School District shall contribute 85% for the 2019-2021 school years.

Subd. 3. The district shall contribute 100% toward family coverage for two employees who are married to each other. This includes teachers married to any other district employee in another union as long as it would be a cost savings to the district.

Section 3. Income Protection:

Subd. 1. The School District shall provide income protection insurance for each eligible teacher. The cost of the premium will be borne by the teacher through payroll deduction.

Subd. 2. If a teacher qualifies for long term disability, the district will contribute \$500 per month toward the teacher's health insurance premium for 12 months in any 24 month period.

Section 4. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all School District contributions shall cease.

Section 6. Term Life Insurance:

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

Subd. 2. Term Life Insurance Contribution: The School District shall contribute up to the sum of \$120.00 for the 2019-2021 school years toward the premium for term life insurance for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's term life insurance plan. Such plan will be in the amount of \$50,000 coverage per teacher. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contributions. A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all district contributions shall cease.

Section 7. Eligibility. Full benefits provided in this Article are designed for full-time personnel as described in Articles III, VIII and IX hereof. Part-time employees who are employed at least 0.5 FTE and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than or

less than 0.5 FTE or less than 150 days in a school year, and substitute teachers shall not be eligible for any benefits pursuant to this Article. However, any part-time employee employed prior to September 1, 1997 shall remain eligible for partial benefits proportional to the extent of their employment.

Article XIV **Notice of Assignment, Vacancies and License**

Section 1. Notice: Teachers shall be given written notice of their teaching assignments sixty (60) days preceding the commencement of the school year or as soon thereafter as practicable. Failure to provide notice under this Section does not relieve the teacher of any assignment.

Section 2. Vacancies: All new positions or positions left vacant due to retirement or resignations shall be posted, affording all teachers an opportunity to apply for the position. Any current bargaining unit member, excluding casual and long-term substitutes, applying for the position shall receive an interview prior to outside applicants. The School District reserves the right to select, in its judgment, the best qualified applicant(s) (among existing staff and outside applicants) based upon professional background, training, experience, and other relevant factors.

Section 3. License: A teacher shall not be assigned to teach in areas for which the teacher does not hold the appropriate teaching license or State Department of Education variance.

Article XV **Severance Pay (Teacher)**

Section 1. Teachers who have completed fifteen (15) years of service with the school district, shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Section 2. Eligible teachers shall receive as severance pay an amount representing 3 days of pay for each year of service, but not to exceed a total of 60 days pay. Part-time teachers shall be pro-rata.

Section 3. In addition to the severance pay provided in Section 2, a teacher shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying 40% of unused number of sick leave days, but in any event not to exceed 64 days, times the individual rate of pay.

Section 4. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate including longevity, at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for the extracurricular activities, extended employment or other extra compensation.

Section 5. Severance pay shall be paid by the School District in the following fiscal year from the effective date of the resignation, and shall not be granted to any teacher who is discharged by the School District.

Section 6. If a teacher qualifies for severance pay under Section 1 of Article XV and dies before submitting a resignation, the amount of severance shall be paid to the teacher's beneficiary, or if there is none, to the teacher's estate as named on the district's insurance plans.

Section 7. Distribution of Severance Pay Benefit: The school district shall deposit 100% of the severance pay benefit into the teacher's Post Retirement Health Care Savings

Plan (PRHCSP) account administered by the state of Minnesota in accordance to M.S. 352.98. The state plan allows teachers to pay medical expenses and/or health insurance premiums after termination of service from the district. Teachers who are exempt from participating in the post retirement tax shelter annuity plan as per IRS guidelines must direct 100% of the retirement benefit into an approved tax sheltered annuity plan of their choice. IRS guidelines specify an employee who will be receiving post retirement health care coverage through a spouse's employer and an employee who will receive post retirement care coverage from the military may be excluded from putting money into the post retirement health care savings plan.

Article XVI

Matching Annuity Program

Section 1. The matching annuity program is available to all teachers according to the schedule below. Teachers may elect to enroll in the full match or the half match schedule.

Years of Service	District yearly match	District yearly match
<u>During The Years</u>		
<u>Employed In the District</u>	<u>Full</u>	<u>Half</u>
4-7	\$750	\$375
8-12	\$1250	\$625
13 and above	\$2500	\$1250

Section 2. Eligible teachers must use this program during the election period or lose it for that year. Election of the carrier and amount of matched annuity must be made by the first Monday in October. The election of the carrier and the amount matched will continue from the previous year unless the teacher notifies the business office by the first Monday in October that the teacher would like to change the carrier or the amount. The teacher must complete a salary reduction authorization prior to any initial contribution being made. The salary reduction authorization must also be completed whenever necessary to assure a dollar-for-dollar match as the match amount increases due to meeting years of service requirements.

Subd. 1. Part time teachers shall be pro rata.

Section 3. Teachers on an unpaid year's leave shall not be eligible for the district contribution while on leave.

Section 4. Any teacher hired after September 1, 1996 will not be eligible for any severance under Article XV.

Section 5.

Subd. 1. Any district 403(b)/457 contributions shall be subtracted from the teacher's severance total at the time of severance payment. The severance total shall be calculated according to Article XV. Any 403(b) contributions by the district shall be first subtracted from that portion of severance pay described in Article XV, Section 2

Subd. 2. The sum of district 403(b)/457 contributions and the teacher's severance pay shall not exceed \$45,000.

Section 6. The maximum lifetime 403(b)/457 contributions shall not exceed \$45,000.

Article XVII

Personal Injury

Section 1. Personal Injury: If a teacher is injured while engaged in the performance of his/her duties, the District shall reimburse the teacher for the three day waiting period prior to the start

of compensation under the provisions of Workers Compensation. Pay will be at the daily rate of pay for the affected.

Section 2. Personal Property Damage: The District shall reimburse teachers for the cost of replacement or repair of personal property damaged or destroyed as a result of an assault which occurs while the teacher is carrying out the duties and responsibilities as an employee.

Article XVIII

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations.

Section 4. Severability: The Exclusive Representative recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of state and federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect; but all other provisions or applications shall continue in full force and affect.

Section 5. Retroactivity: Salary and insurance benefits of this Agreement will be retroactive to July 1, 2019. The language items not included in salary and benefits take effect upon ratification by the Board and the BEA.

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

FOR THE BECKER EDUCATION
ASSOCIATION

FOR INDEPENDENT
SCHOOL DISTRICT NO. 726

President

Board Chair

Teacher Negotiator

Clerk

Teacher Negotiator

School District Negotiator

Date_____

Date_____

Schedule A
2019-2020

STEP	BA	BA+15	BA+30	BA+45	BA+60/M A	MA+15/ BA+75	MA+30/ BA+90	MA+45/ BA+105	MA+60/ BA+120
1	\$ 40,760	\$ 41,868	\$ 42,974	\$ 44,078	\$ 45,187	\$ 46,291	\$ 47,398	\$ 48,508	\$ 49,611
2	\$ 42,113	\$ 43,297	\$ 44,481	\$ 45,668	\$ 46,855	\$ 48,040	\$ 49,225	\$ 50,410	\$ 51,599
3	\$ 43,462	\$ 44,726	\$ 45,990	\$ 47,256	\$ 48,522	\$ 49,787	\$ 51,053	\$ 52,317	\$ 53,579
4	\$ 44,814	\$ 46,159	\$ 47,503	\$ 48,847	\$ 50,189	\$ 51,532	\$ 52,876	\$ 54,221	\$ 55,563
5	\$ 46,165	\$ 47,590	\$ 49,009	\$ 50,435	\$ 51,856	\$ 53,281	\$ 54,699	\$ 56,124	\$ 57,546
6	\$ 47,518	\$ 49,019	\$ 50,521	\$ 52,022	\$ 53,524	\$ 55,025	\$ 56,527	\$ 58,028	\$ 59,529
7	\$ 48,869	\$ 50,450	\$ 52,028	\$ 53,610	\$ 55,192	\$ 56,771	\$ 58,352	\$ 59,934	\$ 61,512
8	\$ 50,221	\$ 51,879	\$ 53,540	\$ 55,200	\$ 56,860	\$ 58,518	\$ 60,176	\$ 61,836	\$ 63,493
9	\$ 51,570	\$ 53,309	\$ 55,050	\$ 56,787	\$ 58,526	\$ 60,263	\$ 62,003	\$ 63,741	\$ 65,481
10	\$ 53,240	\$ 55,057	\$ 56,872	\$ 58,692	\$ 60,508	\$ 62,328	\$ 64,146	\$ 65,962	\$ 67,777
11	\$ 54,906	\$ 56,805	\$ 58,699	\$ 60,598	\$ 62,493	\$ 64,391	\$ 66,286	\$ 68,183	\$ 70,081
12	\$ 56,574	\$ 58,550	\$ 60,524	\$ 62,501	\$ 64,476	\$ 66,451	\$ 68,426	\$ 70,404	\$ 72,379
13	\$ 58,242	\$ 60,295	\$ 62,351	\$ 64,404	\$ 66,461	\$ 68,512	\$ 70,571	\$ 72,624	\$ 74,676
14	\$ 59,908	\$ 62,042	\$ 64,178	\$ 66,309	\$ 68,443	\$ 70,577	\$ 72,711	\$ 74,843	\$ 76,979
15	\$ 59,908	\$ 62,042	\$ 64,178	\$ 68,213	\$ 70,429	\$ 72,640	\$ 74,854	\$ 77,066	\$ 79,278
16	\$ 60,462	\$ 62,596	\$ 64,731	\$ 68,766	\$ 70,982	\$ 73,194	\$ 75,407	\$ 77,619	\$ 79,832

Schedule B
2020 -2021

STEP	BA	BA+15	BA+30	BA+45	BA+60/M A	MA+15/ BA+75	MA+30/ BA+90	MA+45/ BA+105	MA+60/ BA+120
1	\$ 41,881	\$ 43,019	\$ 44,156	\$ 45,290	\$ 46,429	\$ 47,564	\$ 48,701	\$ 49,842	\$ 50,976
2	\$ 43,271	\$ 44,487	\$ 45,705	\$ 46,924	\$ 48,144	\$ 49,361	\$ 50,579	\$ 51,796	\$ 53,018
3	\$ 44,658	\$ 45,956	\$ 47,255	\$ 48,556	\$ 49,856	\$ 51,156	\$ 52,457	\$ 53,755	\$ 55,052
4	\$ 46,046	\$ 47,429	\$ 48,809	\$ 50,190	\$ 51,569	\$ 52,949	\$ 54,331	\$ 55,712	\$ 57,091
5	\$ 47,434	\$ 48,899	\$ 50,357	\$ 51,822	\$ 53,282	\$ 54,746	\$ 56,203	\$ 57,667	\$ 59,129
6	\$ 48,825	\$ 50,367	\$ 51,910	\$ 53,453	\$ 54,996	\$ 56,539	\$ 58,081	\$ 59,623	\$ 61,166
7	\$ 50,213	\$ 51,837	\$ 53,459	\$ 55,085	\$ 56,710	\$ 58,332	\$ 59,956	\$ 61,582	\$ 63,204
8	\$ 51,602	\$ 53,305	\$ 55,012	\$ 56,718	\$ 58,423	\$ 60,127	\$ 61,831	\$ 63,537	\$ 65,239
9	\$ 52,988	\$ 54,775	\$ 56,564	\$ 58,348	\$ 60,135	\$ 61,920	\$ 63,708	\$ 65,494	\$ 67,281
10	\$ 54,704	\$ 56,571	\$ 58,436	\$ 60,306	\$ 62,172	\$ 64,042	\$ 65,910	\$ 67,776	\$ 69,641
11	\$ 56,416	\$ 58,367	\$ 60,313	\$ 62,264	\$ 64,212	\$ 66,162	\$ 68,109	\$ 70,058	\$ 72,008
12	\$ 58,130	\$ 60,160	\$ 62,188	\$ 64,219	\$ 66,250	\$ 68,279	\$ 70,308	\$ 72,340	\$ 74,370
13	\$ 59,844	\$ 61,953	\$ 64,065	\$ 66,175	\$ 68,288	\$ 70,397	\$ 72,511	\$ 74,622	\$ 76,730
14	\$ 61,556	\$ 63,749	\$ 65,942	\$ 68,132	\$ 70,325	\$ 72,518	\$ 74,711	\$ 76,901	\$ 79,096
15	\$ 61,556	\$ 63,749	\$ 65,942	\$ 70,088	\$ 72,366	\$ 74,638	\$ 76,912	\$ 79,185	\$ 81,458
16	\$ 62,124	\$ 64,317	\$ 66,511	\$ 70,657	\$ 72,934	\$ 75,206	\$ 77,481	\$ 79,754	\$ 82,027

Schedule C

Years of Experience	Category													
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
0-4	5,301	4,940	3,955	3,708	3,698	3,363	3,268	2,971	2,775	2,593	2,240	2,042	1,476	1,029
5-10	5,565	5,190	4,148	3,898	3,879	3,526	3,428	3,116	2,915	2,725	2,353	2,144	1,546	1,078
10+	5,850	5,446	4,357	4,093	4,072	3,703	3,600	3,274	3,060	2,858	2,466	2,252	1,627	1,130

A	B	C	D	E	F	G
Head Gymnastics	Head Football	Head Baseball	Asst Basketball	HS Musical Director	Asst Football	HS Student Council Advisor
Head Basketball	Head Volleyball	Head Softball	Asst Gymnastics	Knowledge Bowl Advisor	Asst Volleyball	Musical Tech Director
Head Hockey	Head Soccer	Head Track	Asst Hockey	HS Speech	Asst Soccer	3 Act Director
Head Wrestling	Head Swimming	Head Golf	Asst Wrestling		Asst Swimming	
Robotics	HS Yearbook	Head Tennis	Asst Robotics		9th Grade Basketball	HS Musical Vocal/Orchestra
		Head Cross Country			Enrichment Club Coordinator	Head Dance
		Head Lacrosse				

	I	J	K	L	M	N
9th Football	Asst Baseball	Asst CC	Junior High Athletics	MS Musical Tech Director	Asst Marching Band	Prom Advisor
Head Dance	Asst Softball	Asst Golf	Pep Band	MS Musical Asst Director	One Act Play Director	Fall Concession
3 Act Tech Director	Asst Track	Asst Tennis	MS Musical Director			Winter Concessions
9th Volleyball	Asst Lacrosse		MS Student Council			Asst HS Speech MS Knowledge Bowl
			MS Yearbook			Student Led Groups
			IS Yearbook			
			PS Yearbook			
			NHS Advisor			
			Marching Band Director			
			Asst Dance			
			HS Musical Asst Director			

ATTACHMENT A
GRIEVANCE REPORT FORM

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Copies to:

- Superintendent
- Principal
- Board Chair
- President, Becker Education Association

**MEMORANDUM OF UNDERSTANDING
PERSONAL AND PRIVATE LIFE**

Issues related to a teacher's personal and private life that do not have a nexus to the school district shall not be within the purview of the school board or administration. A teacher who believes this practice has been compromised shall advise the superintendent of schools who shall take necessary remedial measures including a conference with the teacher and a BEA representative. Upon resolution of the matter a written report will be issued to the teacher, the BEA President and the board chair.

**MEMORANDUM OF UNDERSTANDING
Between the Becker Education Association and the Becker School District regarding the
Activities Oversight Committee**

The District and the BEA shall collaborate on the development of an Activities Oversight Committee. This committee will be composed of 3 administrators, 2 Board members, and 5 members assigned by the BEA. Three times a year the committee will meet to discuss issues related to Schedule C.

MEMORANDUM OF UNDERSTANDING
Annual Insurance Meeting

In order to keep the cost of medical insurance under control, the Insurance Committee will meet at least annually to examine health care usage, health insurance plans, health insurance premiums, dental insurance, life insurance and the merit of accepting bids from other insurance providers.

Phil Norgaard
Becker ISD #726

5/21/2012
Date

Dan Olson
BEA

5/23/2012
Date