

MASTER AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT #256
Red Wing, Minnesota**

and

EDUCATION MINNESOTA RED WING

2023-2025

Approved by the School Board on **May 20, 2024** ~~March 7, 2022~~

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ARTICLE 1: PREAMBLE

This Agreement is reached between Independent School District No. 256, Red Wing, Minnesota, hereinafter referred to as the School District, and Education Minnesota Red Wing, 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 PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE 2: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1. Recognition: In accordance with PELRA, the School District recognizes Education Minnesota Red Wing as the Exclusive Representative of the teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2.2. Appropriate Unit: The Exclusive Representative shall represent all teachers of the School District as defined by PELRA.

ARTICLE 3: DEFINITIONS

Section 3.1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” shall mean the hours of employment and the compensation therefor, including fringe benefits and School Board personnel policies that affect the working conditions of teachers. “Terms and conditions of employment” does not mean the educational policies of the School District but is subject to the provisions of PELRA.

Section 3.2. Teacher: The word, “teacher,” shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include administrative employees who devote more than fifty percent (50%) of their time to administrative or supervisory duties; confidential employees; supervisory employees; and such other employees as are excluded by law.

Section 3.3. School District: For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative(s).

Section 3.4. Superintendent: The word, “Superintendent,” shall mean the Superintendent of Schools of Independent School District #256 or designated representative(s).

Section 3.5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4: SCHOOL DISTRICT RIGHTS

Section 4.1. 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, direction, and number of personnel.

Section 4.2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District. The School District will give new teachers a copy of the Agreement and contact information of the Education Minnesota Red Wing Executive Board prior to the teacher signing an individual teaching contract.

Section 4.3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all teachers shall perform the professional duties as prescribed by the School District and shall be governed by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are consistent with the terms of this Agreement.

Section 4.4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5: TEACHER RIGHTS

Section 5.1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the teacher's 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 duties of employment or circumvent the rights of the Exclusive Representative.

Section 5.2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating a grievance procedure and the terms and conditions of employment for such teachers.

Section 5.3. Request for Dues Checkoff: Upon receipt of a properly executed authorization card of the teacher involved, the School District agrees to deduct from the teacher's salary monthly organizational dues for the Exclusive Representative which will be forwarded to the Exclusive Representative on such days as shall be agreeable to the Exclusive Representative and School District.

Section 5.4. Personnel Files: Pursuant to Minnesota Statute (M.S.) 122A.40, Subd. 19, each teacher shall have the right to review the contents of the teacher's own permanent personnel file. A personal review of the permanent personnel file must occur during School District business hours, and the teacher shall note receipt of said file. A representative of the Exclusive Representative may, at the teacher's request, accompany the teacher in this review. This personnel file shall be the only one kept for each teacher, and all information regarding said teacher shall be kept in this file. The School District Office will give teachers written notice of all non-teacher generated documents placed in or removed from their personnel files, and the teachers shall be allowed an opportunity to file written responses to these documents. The appropriate administrator will confer with the teacher concerning the documents placed in the teacher's personnel file upon the teacher's request. Said response shall become a part of the file in accordance with the procedure of M.S. 122A.40, Subd. 19. The teacher shall have the right to reproduce any of the contents of the teacher's file at the teacher's expense. The School District may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure required pursuant to M.S. 179A.20, Subd. 4. The personnel file shall be the main source for disciplinary action, provided the School District reserves the right to use other additional sources of information that it feels are relevant.

Section 5.5. Supervision and Evaluation: Evaluation shall include assessment of the achievement of goals and objectives and the periodic development or revision of goals for improving performance. The process shall also include a written evaluation of the teacher by the assigned administrative supervisor. Two (2) copies of the evaluation report shall be available; one (1) copy is to be given to the teacher, and the second is to be signed by the teacher and the administrator and retained in the teacher's personnel file. A personal conference and/or electronic communication relating to the written evaluation shall be held within a reasonable time following the observation. If the teacher so chooses, a reaction to the evaluation shall be attached to the evaluation report and placed in the teacher's personnel file. The formal process of evaluation shall be coordinated with the informal process of supervision of teacher performance. Program surveys will not be used to evaluate an individual teacher's performance.

Section 5.6. Publication of Agreement: The School District shall post the Master Agreement on its website. A teacher may contact the School District Office to obtain a paper copy of the Master Agreement at no cost to the teacher.

Section 5.7. Exclusive Representative Leave: The Exclusive Representative will be granted twenty (20) duty days per school year to be used by any teacher as designated by the Exclusive Representative. Such leave may be taken at the discretion of the Exclusive Representative subject to the following:

Subd.1. A request for such leave must be submitted, in writing, to the Superintendent by the Exclusive Representative at least thirty-six (36) hours prior to the day such leave is to be taken. This requirement may be waived by the Superintendent in an emergency situation.

Subd.2. No teacher may use more than fifteen (15) days of Exclusive Representative leave per school year.

Subd.3. The Exclusive Representative shall reimburse the School Board the cost of a substitute teacher for each morning, afternoon, or full day of Exclusive Representative leave used if a substitute is hired.

ARTICLE 6: BASIC SALARY SCHEDULES AND RATES OF PAY

Section 6.1. 2023-24 Salary Schedule: The basic salary schedule reflected in APPENDIX A shall be part of this Agreement for the 2023-24 school year subject to the provisions of this article.

Section 6.2. 2024-25 Salary Schedule: The basic salary schedule reflected in APPENDIX A shall be part of this Agreement for the 2024-25 school year subject to the provisions of this article.

Section 6.3. Status of the Basic Salary Schedule: The basic salary schedules are not to be construed as a part of a teacher's continuing contract and the School District reserves the right to withhold increment advancement, lane changes, or any other salary increase as it shall determine. The School District shall, by written notice to the teacher, state the just cause for withholding an increment advancement, lane change, or other salary increase.

Section 6.4. Step Placement and Advancement:

Subd.1. Initial step placement will be based on the teacher's previous teaching experience in public schools. Steps beyond the initial placement may be negotiated between the teacher and the Superintendent, at the time of hiring, subject to the approval of the School Board.

Subd.2. A teacher employed at least one (1) day before the beginning of second semester shall receive a step advancement for the following year.

Section 6.5. Lane Placement and Advancement: The following rules shall be applicable in determining the appropriate placement and advancement of a teacher on the salary schedule:

Subd.1. Credits for a lane change must be earned—as determined by the School District—from accredited program(s) and either be in any educational field or germane to the teacher's current or potential teaching assignment.

Subd.2. A teacher shall be paid on the master's degree lane or higher lane only if—as determined by the School District—the master's degree program is accredited and either be in any educational field or germane to the current or potential teaching assignment.

Subd.3. All credits earned towards lane changes past the "MA lane" must be earned after the teacher receives the "MA degree."

Subd.4. A teacher may submit an "Application for Pre-Approval of Courses/Programs" form to verify the credits and/or program meet the requirements of this section.

Subd.5. The following chart indicates the number and type of credits needed for lane placement and advancement:

Lane	Number of Credits Needed
BA+10 semester	After receipt of Bachelor's Degree, ten (10) total semester credits with at least six (6) of them graduate level.
BA+20 semester	After receipt of Bachelor's Degree, twenty (20) total semester credits with at least twelve (12) of them graduate level.
MA+10 semester	After receipt of Master's Degree, ten (10) total semester credits with at least six (6) of them graduate level.
MA+20 semester	After receipt of Master's Degree, twenty (20) total semester credits with at least twelve (12) of them graduate level.
MA+30 semester	After receipt of Master's Degree, thirty (30) total semester credits with at least eighteen (18) of them graduate level.

Subd.6. Individual teaching contracts may be modified to reflect qualified lane changes effective at the beginning of the school year and at the beginning of second semester.

Subd.7. To qualify for a lane change at the beginning of the school year, lane change applications and official transcripts must be submitted to the Superintendent by October 1st.

Subd.8. To qualify for a lane change at the beginning of second semester, lane change applications and official transcripts must be submitted to the Superintendent by February 1st. Lane changes effective at the beginning of second semester are not retroactive to the beginning of the school year; the teacher will receive one-half (1/2) the amount normally received for that lane for the entire year.

Subd.9. Lanes are determined by semester credits. If courses are based on quarter credits, the number of semester credits = $2/3$ * number of quarter credits. For example, ten (10) semester credits = fifteen (15) quarter credits, twenty (20) semester credits = thirty (30) quarter credits, and thirty (30) semester credits = forty-five (45) quarter credits.

Section 6.6. Notice of Assignment: Individual notices of assignment will be issued prior to August 1 each year, reflecting the basic salary schedule placement, grade level, and/or subject area of teaching, and building or district-wide assignment. The notice of assignment of a part-time teacher will indicate the length of the duty day based on a percentage of the day/year worked and reflect a corresponding percentage in salary. If reassignment is necessary after August 1, the School District and Exclusive Representative will meet and confer before a new notice of assignment is issued. The president of the Exclusive Representative shall be given a copy of all notices of assignment when issued.

Section 6.7. Daily Rate: For the purpose of this Agreement, a teacher's daily rate shall be 1/193 of the teacher's position on the basic salary schedule, excluding all other compensation.

Section 6.8. Precision of Pay Calculations: The full-time equivalency (FTE) for part-time employees and overload compensation will be based on calculations rounded to four decimal places.

Section 6.9. Extended Employment: Teachers individually employed in excess of 193 duty days per year shall be compensated at their daily rate for each additional day of employment.

Section 6.10. Overload: A secondary teacher shall be paid an overload by computing the number of classes the teacher teaches throughout the year and dividing the number of classes a 1.0 FTE teacher teaches throughout the year multiplied by their annual salary. For example, at TBMS, if a teacher teaches 13 classes (not including advisory) and a 1.0 FTE teacher teaches 12 classes in a school year, then the teacher will be paid $13/12$ times their annual salary. $12/12 = 1.0$ is payment for their full-time contract and $1/12$ is payment for the overload. For example, at RWHS, if a teacher teaches 12 classes (not including advisory or study hall) and a 1.0 FTE teacher teaches 10 classes in a school year, then the teacher will be paid $12/10$ times their annual salary. $10/10 = 1.0$ is payment for their full-time contract and $2/10$ is payment for the overload.

Section 6.11. Curriculum Development:

~~Subd.1. Teachers developing curriculum shall be compensated twenty-five dollars (\$25.00) per hour if they are on any BA lane or thirty dollars (\$30.00) per hour if they are on any MA lane or higher for work from July 1, 2021 through the date the School Board approves this Agreement.~~

~~Subd.2. Teachers developing curriculum shall be compensated thirty dollars (\$30.00) per hour if they are on any BA lane or thirty-five dollars (\$35.00) per hour if they are on any MA lane or higher. for work from the day after the School Board approves this Agreement. through June 30, 2023.~~

Section 6.12. Summer School / Targeted Services / Alternative Learning Center (ALC) Instruction

~~Subd.1. If not part of their contracted teaching time, summer school/targeted services/ALC teachers will be paid twenty-five dollars (\$25.00) per hour if they are on any BA lane and thirty dollars (\$30.00) per hour if they are on any MA lane or higher for teaching from July 1, 2021-May 31, 2022. In addition, for each hour of instruction, teachers will be paid fifteen (15) minutes of preparation time at the same hourly rate.~~

~~Subd.2. If not part of their contracted teaching time, summer school/targeted services/ALC teachers will be paid forty dollars (\$40.00) per hour for teaching from June 1, 2022-August 31, 2022. Teachers assigned preparation time who are providing instruction as per this subdivision will be paid fifteen (15) minutes of preparation time for each hour of instruction at the same hourly rate. Teachers using an online curriculum platform (such as Edgenuity) will not be paid for preparation time.~~

~~Subd.3. If not part of their contracted teaching time, summer school/targeted services/ALC teachers will be paid thirty dollars (\$30.00) per hour if they are on any BA lane and thirty-five dollars (\$35.00) per hour if they are on any MA lane or higher. for teaching from September 1, 2022-June 30, 2023. Teachers assigned preparation time who are providing instruction as per this subdivision will be paid fifteen (15) minutes of preparation time for each hour of instruction~~

at the same hourly rate. Teachers using an online curriculum platform (such as Edgenuity) will not be paid for preparation time.

Section 6.13. Homebound Instruction: If not part of their contracted teaching time, homebound teachers will be paid at the same rate as teachers developing curriculum. In addition, for each hour of homebound instruction, teachers will be paid for fifteen (15) minutes of preparation time at the same hourly rate and will receive mileage reimbursement at the School District-established rate.

Section 6.14. Concurrent Enrollment Qualifications Stipend:

Subd.1. If the School District participates in the concurrent enrollment program, a high school teacher will be paid an additional stipend if criteria are met in this section.

~~Subd.2. A teacher may earn the additional pay before 2023, but the teacher must be qualified to teach concurrent enrollment classes as per Higher Learning Commission and Minnesota State (MinnState) college and university system standards that are set to begin in 2023.~~

Subd.3.2. The teacher must be qualified to teach concurrent enrollment classes prior to the beginning of the school year.

Subd.4.3. Qualified teachers will be paid an additional \$2,500 per school year if he/she is at lane EDS/PHD or has 18 semester credits beyond MA+30 sem.

Section 6.15. College in the Schools and Concurrent Enrollment Classes: All teachers who teach College in the Schools and/or Concurrent Enrollment classes will be paid a stipend of \$250/college semester credit taught up to a maximum of \$2,000/teacher/school year. For example, if a teacher teaches four (4) calculus classes that generate three (3) semester credits each, the teacher will earn \$2,000. This stipend is intended to compensate teachers for required post-secondary meetings, reporting, curriculum coordination, and district/college paperwork obligated to generate college credit for students. The School District may provide an additional stipend for curriculum writing and/or training related to these classes.

Section 6.16. American Speech Language Hearing Association (ASHA) Dues: The School District will pay the annual fee for ASHA dues to maintain each speech language pathologist's Certificate of Clinical Competence.

Section 6.17. Mileage: Teachers authorized by the School District to use their personal vehicle in the performance of official School District business shall be compensated for such use at the following rates:

Subd.1. The School District will reimburse mileage claims as determined by the federal tax code.

Subd.2. Teachers using their personal vehicles to commute between buildings within the School District as part of their teaching assignment shall receive a minimum of two dollars (\$2.00) per day for each day travel is required. By mutual agreement of the teacher and the School District, the mileage allowance can be determined in accordance with this section and be paid annually.

Section 6.18. Extra Class: A teacher who volunteers or is assigned a class before, during or after the basic teacher duty day, as defined in ARTICLE 11, shall be compensated on a pro-rata basis. The assignment of an extra class shall be in accordance with Section 11.1.

Section 6.19. Career Increment: Depending on years of teaching service in the School District, eligible teachers shall receive a career increment(s) based on the following schedule:

Beginning...	Total Amount in 2021- 2023-2024	Total Amount in 2022-23 2024-20
12 th year	\$750	\$750
13 th year	\$750	\$750
14 th year	\$1,500	\$1,500
15 th year	\$1,500	\$1,500
16 th year	\$2,500	\$2,500
17 th year	\$2,500	\$2,500
18 th year	\$3,500	\$3,500
19 th year	\$3,500	\$3,500
20 th + year	\$4,500	\$4,500

All paid and unpaid leaves of absence will apply toward a teacher's years of service with the exception of an extended leave of absence as defined in M.S.122A.46 and an extended leave of absence without pay of at least one-half (1/2) year as defined in Section 10.2, Subd. 2.

Section 6.20. National Board for Professional Teaching Standards (NBPTS): Teachers with an NBPTS on file with the School District shall receive a stipend of \$2,500 each school year their NBPTS is in effect, provided they work at least 100 duty days during that school year.

Section 6.21. 403(b) Match: In lieu of retiree Health Insurance Reimbursement Account (HRA)/Voluntary Employees' Beneficiary Association (VEBA) payments, each teacher initially employed by the School District on or after July 1, 2008 is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15, School District policy, and as otherwise provided by law.

Subd.1. The School District shall match up to \$1,000/school year for each eligible teacher.

Subd.2. The School District's matching contributions in this section will be fully vested upon the teacher completing five (5) years of service. Any School District-matching contributions for teachers who leave prior to vesting will revert back to the School District.

Section 6.22. Professional Development for Part-Time Teachers:

Subd.1. Part-time teachers who are at least half-time are required to participate in all professional development opportunities (including flex professional time) on non-student days.

Subd.2. Teachers will follow the professional development schedule for the building where they teacher most of the time. If a teacher is evenly split between buildings, the teacher will follow the professional development schedule in the building they are first assigned in the morning.

Subd.3. Work, flex work, and conference times are not included.

Subd.4. Professional development opportunities offered during early releases, late starts, and other times when students are normally attending are not included. However, part-time teachers are expected to complete online professional development like any other teacher if assigned during a school closure.

Subd.5. Additional pay will be the teacher's hourly rate of pay * (1 – FTE of part-time teacher) * (total number of hours of professional development and flex professional development for a full-time teacher on non-student days). Pay will be determined prior to the beginning of the school year and will not be adjusted due to changes in the school calendar, including conversion of staff development days to student days.

Section 6.23. Pay Periods: All teachers will be paid over twenty-four (24) pay periods.

ARTICLE 7: EXTRA-CURRICULAR COMPENSATION AND RESPONSIBILITIES

Section 7.1. Extra-Curricular Schedule: The salaries for extra-curricular activities established by “APPENDIX B” shall be in effect for the duration of this Agreement. Individual coaching contracts for extra-curricular positions must be signed prior to the starting date of the activity or the coach's participation in those activities. However, the School Board shall retain the right to discontinue such positions at any time.

Section 7.2. Extra-Curricular Responsibilities: A schedule of payment will be provided for the allocation of extra-curricular salaries.

Section 7.3. New Positions: In the event the School District establishes a new extra-curricular position, the salary shall be negotiated with the Exclusive Representative prior to hiring a person to fill that position. However, the School District shall retain the right to discontinue that position at any time.

ARTICLE 8: GROUP INSURANCE

Section 8.1. Selection of Carriers: The selection of insurance carriers shall be made by the School Board as provided by law.

Section 8.2. Health and Hospitalization Insurance: The School District shall make a Monthly School District Contribution toward the premium cost for single or family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in single or family coverage in the School District’s group health and hospitalization insurance plan.

Subd.1. For an eligible teacher enrolled in a single or family health insurance plan, the employee contribution will be the premium selected minus the district’s contribution or \$75, whatever is greater:

	Maximum School-District Contribution	Employee Contribution	School-District Contribution
2021 (7/1/21-12/31/21)	\$550.50/month	Premium-Selected minus Maximum Monthly School District Contribution or \$75, whichever is greater.	Premium-Selected minus Employee Contribution
2022 (1/1/22-12/31/22)	Previous year’s Maximum School District Contribution plus percentage increase in 2022 premium rates for \$3,000 single plan with a minimum 0% increase and a maximum 6% increase.	Premium-Selected minus Maximum Monthly School District Contribution or \$75, whichever is greater	Premium-Selected minus Employee Contribution
2023 (1/1/23-6/30/23)	Previous year’s Maximum School District Contribution plus percentage increase in 2023 premium rates for \$3,000 single plan with a minimum 0% increase and a maximum 6% increase.	Premium-Selected minus Maximum Monthly School District Contribution or \$75, whichever is greater	Premium-Selected minus Employee Contribution

Dates:	Maximum School District Monthly Contribution:
2023 (7/1/23-12/31/23)	\$629.04 Single \$1,604.33 Family
2024 (1/1/24-12/31/24)	\$680.54 Single \$1,733.55 Family
2025 (1/1/25-06/30/25)	\$780.00 Single \$1,984.00 Family

Subd.2. For an eligible teacher enrolled in a family health insurance plan:

	Maximum School-District Contribution	Employee Contribution	School-District Contribution
2021 (7/1/21-12/31/21)	\$1407.28/month	Premium-Selected minus Maximum Monthly School District Contribution or \$75, whichever is greater.	Premium-Selected minus Employee Contribution

2022 (1/1/22-12/31/22)	Previous year's Maximum School District Contribution plus percentage increase in 2022 premium rates for \$3,000 family plan with a minimum 0% increase and a maximum 6% increase.	Premium Selected minus Maximum Monthly School District Contribution or \$75; whichever is greater	Premium Selected minus Employee Contribution
2023 (1/1/23-6/30/23)	Previous year's Maximum School District Contribution plus percentage increase in 2023 premium rates for \$3,000 family plan with a minimum 0% increase and a maximum 6% increase.	Premium Selected minus Maximum Monthly School District Contribution or \$75; whichever is greater	Premium Selected minus Employee Contribution

Subd.32. For two eligible teachers employed by the School District and married to one another who take the same family health insurance plan, the maximum school district contribution will be the district contribution towards a single plan plus the district contribution towards a family plan. If the married couple takes the most expensive district plan, the employee contribution will be the premium selected minus the district's contribution or \$150, whatever is greater. For any other plan, the employee's contribution will be the premium selected minus the district's contribution.

	Maximum School District Contribution	Employee Contribution	School District Contribution
2021 (7/1/21-12/31/21)	\$1,957.78/month ((\$550.50+\$1407.28)	If \$3,000 family plan selected: Premium Selected minus Maximum Monthly School District Contribution or \$150; whichever is greater.	Premium Selected minus Employee Contribution
2022 (1/1/22-12/31/22)	Maximum School District Contribution for Single Plan in 2022 plus Maximum School District Contribution for Family Plan in 2022.	If \$3,000 family plan selected: Premium Selected minus Maximum Monthly School District Contribution or \$150; whichever is greater.	Premium Selected minus Employee Contribution
2023 (1/1/23-6/30/23)	Maximum School District Contribution for Single Plan in 2023 plus Maximum School District Contribution for Family Plan in 2023.	If \$3,000 family plan selected: Premium Selected minus Maximum Monthly School District Contribution or \$150; whichever is greater. If \$5,000 family plan selected: Premium Selected minus Maximum Monthly School District Contribution.	Premium Selected minus Employee Contribution

Dates:	Maximum School District Monthly Contribution
2023 (7/1/23-12/31/23)	\$2,233.37 (\$629.04 + \$1,604.33)
2024 (1/1/24-12/31/24)	\$2,414.09 (\$680.54 + \$1,733.55)
2025 (1/1/25-6/30/25)	\$2,764.00 (\$780.00 + \$1,984.00)

Subd.4 ~~3~~. The Monthly School District Contribution can be ~~made toward the \$3000 or \$5000 single or family plan~~ **applied toward any school district health insurance plan.**

Subd.5-4. If the Monthly School District Contribution(s) exceed premium costs, no reimbursement will be made to the teacher(s).

Subd.6-5. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 8.3. HRA/VEBA Contributions:

Subd.1. Each full-time teacher covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a seventy-five dollar (\$75)/month School District contribution paid on a monthly basis toward the teacher's HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives to the teacher's HRA/VEBA not to exceed \$900/year (in \$300 increments) will be granted if the teacher meets requirements outlined in plan specifications. These wellness incentives will be paid to the teacher's HRA/VEBA plan as earned.

Subd.3. For School District teachers married to one another who are both covered by a School District high-deductible plan, each teacher will receive the \$75/month HRA/VEBA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA/VEBA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.5. Each teacher becomes vested in the HRA/VEBA plan upon the School District's first payment into the teacher's HRA/VEBA plan.

Section 8.4. Life Insurance: The School District shall pay the full monthly premium for a \$50,000 accidental death and disability term life insurance policy for all eligible teachers who are enrolled in the School District's group life insurance program.

Section 8.5. Long-Term Disability (LTD) Insurance: The School District shall pay the full monthly premium for the LTD insurance program for teachers employed forty percent (40%) time or more and who are enrolled in the School District's group LTD insurance program.

Section 8.6. Dental Insurance: The School District shall pay the full monthly premium per teacher for a single dental plan. Teachers shall have the option of buying family coverage at their own expense. Teachers married to one another may combine the School District's contribution of each teacher's single policy towards one (1) family policy.

Section 8.7. Payroll Deductions: The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by this article shall be paid by enrolled teachers through payroll deduction.

Section 8.8. Voluntary Participation: Participation by an eligible teacher in the insurance programs established by this article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu of participation.

Section 8.9. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. Grievances may be filed with regard to other provisions of this article.

Section 8.10. Eligibility: For purposes of this article, each teacher shall be eligible for participation in group insurance programs, School District contributions toward group insurance premiums, and School District contributions toward HRA/VEBA contributions as follows:

Subd.1. For teachers with at least a seventy-five percent (75%) individual teaching contract for the full school year, the School District shall pay the full contribution amount toward group insurance premiums and HRA/VEBA contributions.

Subd.2. For teachers employed at least fifty percent (50%) but less than seventy-five (75%) for the full school year, the School District shall pay a prorated amount of the full contribution toward group insurance premiums and HRA/VEBA contributions. The pro-rated amount shall match each teacher's FTE.

Subd.3. Teachers employed less than fifty percent (50%) shall not be eligible to participate in the group insurance programs and shall not be eligible for HRA/VEBA contributions established by this article.

Section 8.11. Insurance Participation During a Leave of Absence:

Subd.1. Teachers on an unrequested leave of absence or an approved unpaid leave of absence as provided in ARTICLE 14 and Section 10.3 may elect to continue to participate in the group health and hospitalization insurance program, and/or life insurance program, and/or dental insurance program. Teachers who elect to continue to participate shall pay the School District Benefits Coordinator the entire monthly premium for the coverage at least ten (10) days prior to the first of each month in which they elect to continue participation.

Subd.2. Teachers on an approved sabbatical leave of absence may elect to continue to participate in the insurance programs established by this article. The School District's contribution toward the insurance programs in which the teacher elects to participate shall be one-half (1/2) of what would normally be paid if the teacher were not on sabbatical leave.

Section 8.12. Maintenance of Insurance Specifications:

Subd.1. The specifications established by the insurance contracts between the School District and insurance carriers shall not be changed during the term of this Agreement unless through mutual agreement of the labor/management committee and the School District, if required by law, or if deemed necessary by the insurance carrier. The Exclusive Representative delegates to the labor/management committee the authority it has previously held under M.S. 471.6161, subd. 5, to determine group health benefit specifications.

Subd.2. The School District and Exclusive Representative agree to participate in the “School District Labor/Management Committee” to study and recommend insurance specifications for a uniform insurance program. All employee groups shall be represented on the School District Labor/Management Committee with one (1) member per fifty (50) employees, or greater fraction thereof, except that each group shall have at least one (1) member on the School District Labor/Management Committee. The recognized employee groups are: Education Minnesota Red Wing, Red Wing Educational Support Personnel Association, Red Wing Cooks Association, custodians, administrators, one (1) retired teacher and one (1) from the non-bargaining group. The School Board shall have one (1) representative and the Business Manager shall be an ex-officio member. The recognized leadership from each employee group shall appoint their member(s) to this School District Labor/Management Committee. Co-chairs, who shall be from the committee, shall govern the School District Labor/Management Committee, one of whom shall be appointed by the Superintendent and the other by the President of the Exclusive Representative. Any disagreements of the make-up of the School District Labor/Management Committee shall be resolved in a meet and confer with the Exclusive Representatives.

The School District Labor/Management Committee must have three-fourths (3/4) of its members present when the written recommendations are presented and voted upon, and the vote shall be by roll call and duly recorded (simple majority approval). This final meeting date and time shall be established by the President of the Exclusive Representative and the Superintendent. The recommendations of the School District Labor/Management Committee will be implemented by the School District.

Section 8.13. Duration of Insurance Contributions: Teachers are eligible for School District contributions as provided in this article as long as the teachers are employed by the School District.

Subd.1. Teachers separating from employment at the completion of the school year shall receive School District premium contributions through the month of August (twelve (12) month coverage coinciding with anniversary month of original employment).

Subd.2. School District premium contributions for teachers separating from employment during the school year shall have all School District contributions cease effective as of the last day of the month of employment.

Section 8.14. School-Sponsored Health ~~Clinic~~ Services: The School District will provide a school-sponsored health ~~clinic~~ services, fully funded by the School District and at no cost to teachers who are insured through the School District. ~~The clinic will provide health services until at least December 31, 2023.~~ The School District Labor/Management Committee will work with the ~~clinic~~ provider and School District to determine the specifications of the school-sponsored health ~~clinic~~ services. The school-sponsored health ~~clinic~~ services may be dissolved prior to ~~December 31, 2023~~ **June 30, 2025**, if mutually agreed upon between the School District and the School District Labor/Management Committee.

ARTICLE 9: PAID ABSENCES

Section 9.1. Disability/Illness Leave (to Include Pregnancy):

Subd.1. All teachers shall be granted a number of disability/illness leave days equal to the percent of their individual teaching contracts times ten (10) ~~in 2021-22 and eight (8) in 2022-23~~ to be used any time during the school year when, because of illness, injury, or disability, they are unable to perform their duties.

Subd.2. Teachers may use disability/illness leave in quarter (0.25) increments.

Subd.3. Disability/illness leave, when used, will be deducted at a rate equal to the percent of the teacher's individual teaching contract.

Subd.4. All teachers shall accumulate annually any unused disability/illness leave to a maximum of 200 days. A teacher may use accumulated disability/illness leave after the annual days of leave (or a percent thereof for part-time teachers) granted that year have been used, up to the maximum amount accumulated.

Subd.5. The School Board reserves the right, through the Superintendent, to require a doctor's statement verifying such illness or disability. Failure to provide such statement will waive the disability/illness leave benefit, and the day(s) of absence will be deducted from the teacher's salary. The additional cost of a doctor's statement, when required, shall be borne equally by the teacher and the School District.

Subd.6. Pursuant to M.S. Chapter 176, a teacher who is injured on the job in the service of the School District shall draw disability/illness leave and receive full salary from the School District. Only the fraction of the days not covered by workers' compensation will be deducted from the teacher's accrued disability/illness leave. The workers' compensation check must be endorsed to the School District prior to receiving payment from the School District for the absence.

Subd.7. In case of resignation or placement on unpaid leave of absence, prior to the completion of the contracted year, if a teacher has used all of the granted disability/illness leave, the value of the days owed, when compared to the portion of the teaching contract year completed, shall be deducted from the teacher's final paycheck.

Subd.8. Teachers must submit disability/illness leave requests using the School District's online leave reporting system.

Section 9.2. Disability/Illness Leave Bank:

Subd.1. The purpose of this subdivision is to form a Disability/Illness Leave Bank to alleviate economic hardship brought about by catastrophic circumstances when all accumulated disability/illness leave has been exhausted.

Subd.2. Membership in the Disability/Illness Leave Bank shall be available to all teachers who are employed for at least 100 days during the school year. In order to participate, an eligible teacher must have at least one (1) day of disability/illness leave accumulated. For purpose of this subdivision, one (1) day shall be defined as equal to the length of the eligible teacher's normal workday.

Subd.3. Any eligible teacher may voluntarily choose to join the Disability/Illness Leave Bank. All teachers who choose to join the Disability/Illness Leave Bank must do so prior to the last working day in September. Teachers who choose to participate will be assessed one (1) disability/illness leave day at the time of their membership. This day of disability/illness leave will be deducted from their accumulated disability/illness leave. Any disability/illness leave contributed to the Disability/Illness Leave Bank becomes the property of the bank and is not retrievable by the teacher without going through the Disability/Illness Leave Bank committee. At the start of the school year, if the disability/illness leave bank has more than or equal to 250 days, those teachers enrolled in the disability/illness leave bank the previous year will automatically be re-enrolled in the bank without donating an additional day. If the Disability/Illness Leave Bank has fewer than 250 days, teachers must donate an additional day to stay enrolled in the disability/illness leave bank.

Subd.4. A committee of four (4) individuals shall govern the Disability/Illness Leave Bank. The Exclusive Representative shall appoint two (2) teachers and the School District shall appoint two (2) members. The committee's responsibility is to review and act on all request of usage from the Disability/Illness Leave Bank. Actions of the committee must be approved by a simple majority of the members voting. Once a request is granted or denied, the committee shall notify the teacher in writing. The decision of the committee shall be final. The committee shall present an accounting of the Disability/Illness Leave Bank's operation to the Exclusive Representative and the Superintendent no less than thirty (30) days following the close of the fiscal year.

Subd.5. Teachers who wish to utilize the Disability/Illness Leave Bank must be a member of the Disability/Illness Leave Bank, have exhausted all disability/illness leave available to them, and request at least five (5) days of disability/illness leave.

Subd.6. The number of days granted shall not exceed 160 days in any one (1) school year and shall not be used to provide leave beyond the end of the school year during which the request was granted.

Subd.7. In no event shall the number of days granted result in compensation that exceeds the teacher's annual salary. If the teacher is receiving compensation from a disability plan, the Disability/Illness Leave Bank days shall be prorated to the teacher's annual salary.

Subd.8. The number of disability/illness leave days accumulated in the bank shall be capped at 400 days at the end of the school year. Any days donated shall be held until the end of the school year, at which time these days shall be used to replenish the days to 400 and/or discarded.

Subd.9. Teachers must submit a signed letter to the Superintendent requesting use of the disability/illness leave bank. The letter must specify the approximate number of days requested and include a physician's statement.

Section 9.3. Funeral Leave:

Subd.1. A maximum of four (4) days of funeral leave **per school year** will be granted to each teacher at the time of death of a member of the teacher's immediate family with no loss of pay or deduction from accumulated disability/illness leave.

Subd.2. In those cases for which more than four (4) days are necessary for a funeral because of distance, arrangements, legal involvements, or extraordinary circumstances, additional days (not to exceed ten [10] days) of funeral leave may be granted and deducted from the teacher's accumulated disability/illness leave. Such leave shall be requested of and approved or denied by the Superintendent.

Subd.3. "Immediate family" is defined as the teacher's spouse and the following related to either the teacher or the teacher's spouse: child and spouse, stepchild and spouse, ward, parent, brother, sister, niece, nephew, grandparents, grandchildren, and domestic partners.

Subd.4. Funeral leave of two (2) duty days per school year shall be granted by the Superintendent to attend a funeral of other close relatives/friends. The day of absence shall be deducted from the teacher's disability/illness leave.

Subd.5. Upon prior written notification to the building administrator or the Superintendent, a teacher may be absent one (1) duty day per school year without loss of pay to serve as a pallbearer. The day of absence shall be deducted from the teacher's disability/illness leave.

Subd.6. Teachers must submit funeral leave requests using the School District's online leave reporting system.

Section 9.4. Professional Leave:

Subd.1. Teachers may be granted leave for performing professional duties on behalf of the School District; attending professional training sessions; or visiting other school districts when doing so would be beneficial to the teacher's professional competency.

Subd.2. Teachers shall be reimbursed for expenses in accordance with School Board policy for approved professional leaves.

Subd.3. Teachers must submit professional leave requests to their supervising administrator using School District forms at least four (4) duty days prior to the date of the requested absence. The request will be approved or denied within two (2) duty days of receipt of the leave request. If approved, teachers must submit their absence using the School District's online leave reporting system.

Section 9.5. Personal Leave in 2021-22:

Subd.1. The Superintendent shall grant up to three (3) days of personal leave per school year to a teacher for personal reasons.

Subd.2. Teachers may use personal leave in half-day (0.50) increments.

Subd.3. Upon School Board approval of this Agreement, no more than six (6) teachers at Red Wing High School, four (4) at Twin Bluff School, four (4) at Burnside Elementary School, four (4) at Sunnyside Elementary School, two (2) at Colvill Family Center, and two (2) at Tower View Alternative Learning Center may use personal leave on the same day. Any teacher on personal leave who does not require a substitute shall not be counted.

Subd.4. Personal leave may not be used during the first five (5) duty days or the last five (5) duty days of school or on duty days on which staff development or parent-teacher conferences are scheduled.

Subd.5. The School District will automatically reimburse the teacher for all unused personal leave at \$200/day at the end of the fiscal year.

Subd.6. The days under this provision may also be used for emergency purposes or disability/illness leave if the time restrictions provided in Subd. 1. of this section are insufficient.

Subd.7. Teachers must exhaust their personal leave prior to taking any unpaid leave.

Subd.8. Teachers must submit personal leave requests using the School District's online leave reporting system at least three (3) duty days but not more than twelve (12) months before such leave is taken.

Subd.9. The Superintendent may waive the restrictions regarding personal leave in circumstances beyond the teacher's control.

Section 9.5. Personal Leave in 2022-23:

Subd.1. The Superintendent shall grant up to five (5) days of personal leave per school year to a teacher for personal reasons.

Subd.2. Teachers may use personal leave in half-day (0.50) increments.

Subd.3. No more than six (6) teachers at Red Wing High School, four (4) at Twin Bluff School, four (4) at Burnside Elementary School, four (4) at Sunnyside Elementary School, two (2) at Colvill Family Center, and two (2) at Tower View Alternative Learning Center may use personal leave on the same day. Any teacher on personal leave who does not require a substitute shall not be counted.

Subd.4. Personal leave may not be used during the first five (5) duty days or the last five (5) duty days of school or on duty days on which staff development or parent-teacher conferences are scheduled.

~~Subd.5.~~ A teacher may convert two (2) days of personal leave days for the upcoming school year into disability/illness leave if the teacher emails a request to the Payroll Coordinator by the last working day in September or the teacher's first day of employment, whichever is later. This request is irrevocable.

Subd.6:5. The School District will automatically reimburse the teacher for any other unused personal leave at \$150\$175/day at the end of the fiscal year.

Subd.7:6. The days under this provision may also be used for emergency purposes or disability/illness leave if the time restrictions provided in Subd.1. of this section are insufficient.

Subd.8:7. Teachers must exhaust their personal leave prior to taking any unpaid leave.

Subd.9:8. Teachers must submit personal leave requests using the School District's online leave reporting system at least three (3) duty days but not more than twelve (12) months before such leave is taken.

Subd.10:9. The Superintendent may waive the restrictions regarding personal leave in circumstances beyond the teacher's control.

Section 9.6. Jury Duty:

Subd.1. Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service.

Subd.2. A teacher serving on jury duty shall report for teaching duty on the first teacher duty day following the completion of jury duty. However, if a teacher is released from jury duty two (2) hours or more prior to the end of the duty day, the teacher shall report to work that day upon being released.

Subd.3. The teacher must reimburse the School District any per diem paid to the teacher by the Court for jury duty service, except that the teacher shall retain any mileage and/or meal allowance paid by the Court.

Subd.4. Teachers must submit jury duty leave notices to the Superintendent using School District forms at least three (3) duty days prior to the date of the requested absence. Teachers must also submit their absence using the School District's online leave reporting system.

ARTICLE 10: OTHER LEAVES OF ABSENCE

Section 10.1. Family and Medical Leave (FMLA):

Subd.1. As per FMLA and School District Policy, eligible teachers are entitled to a total of twelve (12) work weeks of unpaid or medical leave during the applicable twelve (12)-month period plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law: (a) birth of the teacher's child or to care for such child; (b) placement of an adopted or foster child with the teacher; (c) to care for the

teacher's spouse, son, daughter, or parent with a serious health condition; (d) the teacher's serious health condition that makes the teacher unable to perform the functions of the teacher's job; and/or (e) any qualifying exigency arising from the teacher's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

Subd.2. Teachers must submit FMLA leave requests to the Superintendent using School District forms. Teachers will be notified if they must submit their absence on the School District's online leave reporting system.

Section 10.2. Short-Term Unpaid Leave:

Subd. 1. The Superintendent shall grant up to eight (8) days of short-term unpaid leave for personal reasons during the teacher's employment with the School District. Days granted previous to July 1, 2014 will not be counted toward the eight (8) day limit.

Subd.2. Short-term unpaid leave may not be used during the first five (5) duty days or the last five (5) duty days of school or on duty days on which staff development or parent-teacher conferences are scheduled.

Subd.3. Teachers must exhaust their personal leave in a given year prior to taking any unpaid leave.

Subd.4. Additional short-term unpaid leave may be granted to a teacher at the discretion of the Superintendent. The Superintendent may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the teacher's control.

Subd.5. Teachers must submit short-term unpaid leave requests using the School District's online leave reporting system at least three (3) days but not more than twelve (12) months before such leave is taken.

Section 10.3. Extended Leave of Absence Without Pay:

Subd.1. An extended leave of absence without pay may be granted to full-time teachers at the discretion of the School Board, for a fixed duration not to exceed three (3) years, for such purposes as graduate study, travel abroad, exchange teaching, illness or injury, family hardships, or other purposes approved by the School Board.

Subd.2. A teacher on this extended leave of absence without pay shall not earn or accumulate any term, condition, or benefit established by this Agreement during the period of the extended leave of absence.

Subd.3. A teacher on this extended leave of absence shall, upon return to the School District, be reinstated to the teacher's original position or to a position of similar status, conditions, and pay unless prior to return he/she has been terminated or placed on unrequested leave of absence.

Subd.4. A teacher who accepts a teaching position in another school district during the extended leave of absence shall not be reinstated and shall be deemed as having resigned from the School District.

Subd.5. ~~No teacher shall be granted more than one (1) leave of absence without pay.~~

Subd.6.5. No part-time leaves will be granted.

Subd.7.6. A teacher does not have the right to return to work prior to the expiration of the leave.

Subd.8.7. A teacher on an extended leave of absence without pay must give the Superintendent written notice of intent to return prior to February 1 preceding the termination of the teacher's leave. Failure to give timely notice of intent to return or failure to return to duty at the end of the leave of absence without pay will be deemed to be a resignation and will terminate the teacher's employment with the School District.

Subd.9.8. Teachers must submit a signed letter to the Superintendent requesting an extended leave of absence without pay detailing the purpose and timing of the leave. The request must be submitted by February 1 for a leave taking effect at the beginning of the following school year or by October 1 for a leave taking effect at the beginning of second semester.

Section 10.4. Sabbatical Leave:

Subd.1. The School Board, upon recommendation of the Superintendent, may grant teachers a sabbatical leave for up to one (1) school year for study, educational travel, or teacher exchange. The purpose of the sabbatical leave is for self-improvement and ultimate benefit to the School District. The activity to be engaged in must be germane to present or future teaching responsibilities.

Subd.2. In order to be eligible for a sabbatical leave a teacher must have taught for the past four (4) consecutive years in the School District.

Subd.3. No more than one (1) teacher from each of the elementary, middle, and secondary schools shall be granted a sabbatical leave during a given school year. If no teachers from one (1) school apply, then leave for more than one (1) teacher from another school may be granted during that school year at the discretion of the School Board.

Subd.4. Failure of a teacher to provide evidence of successful completion of the approved program upon return from sabbatical leave shall result in repayment by the teacher, within one (1) year of return from leave, of all salary received while on sabbatical leave.

Subd.5. A teacher granted a sabbatical leave shall be paid an amount equal to one-half (1/2) of the teacher's annual teaching salary had the teacher taught during the year of the sabbatical. Salary payments will be issued on regular payroll dates. A teacher on sabbatical leave may accept scholarships without reduction in salary.

Subd.6. A teacher on sabbatical leave is eligible to participate in group insurance programs if permitted under the insurance program article in this Agreement. The teacher must pay one-half

(1/2) of the monthly premium commencing with the beginning of the sabbatical leave for such insurance programs the teacher wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to employment pursuant to this section.

Subd.7. A teacher who returns from sabbatical leave within the provisions of this section shall remain on the same experience step of the salary schedule (for one (1) school year) as the teacher was on during the sabbatical leave.

Subd.8. A teacher shall not accrue disability/illness leave during the year of sabbatical leave but shall retain all accumulated disability/illness leave earned at the completion of the school year prior to the sabbatical leave.

Subd.9. A teacher shall accrue seniority and service credit during the period of the sabbatical leave.

Subd.10. A teacher receiving sabbatical leave agrees to return to the School District for at least two (2) years after the completion of the leave or repay the salary received while on leave. A teacher who, because of illness, injury or death, cannot fulfill teaching duties following the sabbatical leave need not repay salary received upon verification to the School Board of such inability to perform teaching duties.

Subd.11. A teacher granted a sabbatical leave who earns credits applicable to lane change(s) on the salary schedule shall be limited to three (3) lane change(s) each school year in accordance with the following and subject to the provisions of Section 6.7.

Subd.12. A teacher returning to employment shall be assigned to a position for which the teacher is licensed and eligible and in which, as determined by the Superintendent, the teacher will best serve the educational needs of the School District.

Subd.13. A suitable replacement must be available for the teacher before the leave will be granted.

Subd.14. The Exclusive Representative must approve of any deviation from the provisions of this section.

Subd.15. Teachers must submit a signed letter to the Superintendent requesting a sabbatical leave. A program of study or travel must be included with the request. The request must be submitted by February 1 for a leave taking effect at the beginning of the following school year or by October 1 for a leave taking effect at the beginning of second semester.

Section 10.5. Military Leaves:

Subd.1. Military leaves shall be in accordance with applicable law.

Subd.2. Teachers must submit military leave requests to the Superintendent using School District forms.

ARTICLE 11: HOURS OF SERVICE

Section 11.1. Basic Day: The teacher’s basic duty day shall be eight (8) hours including a duty-free lunch. During the teacher’s basic duty day, time shall be provided for classroom preparation, student and parent conferences, supervision of student make-up work, preparation of instructional materials, program development, student and program evaluation, and staff meetings.

Section 11.2. Preparation and Duty Time: Preparation time shall be fifty (50) minutes per day for elementary teachers, in no less than twenty-five (25) minute increments, excluding passing time, and duties may also be assigned within the duty day. For secondary teachers, preparation time shall be one (1) class period per day and duty time shall be one (1) class period per day which could include hall duty, study hall, team meeting, cafeteria supervision, supervision of testing room, other professional meetings, due process, etc. An advisory could also be part of the day. ~~for secondary teachers.~~ Any deviation from this subdivision must be agreed upon through meet and ~~negotiate~~ confer.

Section 11.3. Student Contact Hours: The hours of student contact for teachers shall be established by the School Board.

Subd.1. Any changes from currently established direct teaching hours for a particular building or department shall be the subject of consultation under ARTICLE 21 prior to any such change.

Subd.2. When a teacher chooses a teaching assignment that varies from the established hours of student contact at any individual building, as established by the School Board or its designated representative, the Exclusive Representative shall receive a copy of the notice of assignment prior to its start.

Section 11.4. Elementary Specialists:

Subd.1. The “Student Instructional Day” is defined as the time when students are required to be in school on a typical day.

Subd.2. In a typical week, a full-time elementary specialist will be assigned a total of 1250-1500 minutes of instruction, supervision during the student instructional day, and travel time during the student instructional day. Refer to the chart in Section 11.6 for travel time allotments.

Subd.3. The full-time equivalency (FTE) of an elementary specialist shall be determined as follows:

Let “x” = Instruction + Supervision during the student instructional day + Travel time during the student instructional day	FTE
$x < 1250$ minutes per week	$x / 1250$
$1250 \leq x \leq 1500$	1.0
$x > 1500$	$x / 1500$

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Subd.4. The School District and Exclusive Representative will meet and confer before an elementary specialist is assigned more than 1500 minutes in a typical week.

Subd.5. ~~Beginning with the 2022-23 school year,~~ a **A** traveling elementary specialist will not be assigned supervision before or after the student instructional day.

Section 11.5. Part-Time Secondary Teacher Assignments:

Subd.1. A part-time secondary teacher’s FTE shall equal the number of classes taught by the teacher divided by the number of classes taught by a full-time teacher in that building.

Subd.2. The length of the duty day for a part-time secondary teacher shall equal the teacher’s FTE multiplied by the length of the duty day for a full-time teacher in that building.

Subd.3. A part-time secondary teacher shall be assigned team preparation, supervision, and advisory programming in proportion to the extent of the teacher’s contract compared to a full-time teacher in that building. To meet the needs of the building, a building administrator may make adjustments in these duties as long as the total time dedicated for the duties is proportional to the expectations for duties by a full-time teacher in that building.

Section 11.6. Traveling Teachers:

Subd.1. This section applies only to teachers who have regular classroom assignments in multiple buildings on a given day. It does not apply to itinerant general education teachers (such as PBIS Coaches or Flightpaths Coordinator), itinerant special education teachers (such as adaptive physical education, speech-language pathologists, and music therapy teachers), and elementary specialists.

Subd.2. The “Student Instructional Day” is defined as the time when students are required to be in school on a typical day.

Subd.3. “Basis” for a building is the assigned duty time in minutes for a full-time teacher assigned solely to a particular building on a typical student day. Basis = minutes supervising students during the school day (such as a study hall) + teaching + team preparation + daily advisory.

Subd.4. “Proportionate Duty Time” for a traveling teacher shall be:

$$\sum_{i=1}^n [(FTE \text{ assigned to School } i) * (Basis \text{ for School } i)]$$

with n = number of schools assigned to the traveling teacher.

Subd.5. “Actual Duty Time” for a traveling teacher = minutes supervising students during the school day (such as a study hall) + teaching + team preparation + daily advisory + driving. The following driving times, which include time for leaving and entering classrooms, are used in the calculations:

	TBMS	BES	TV	SES	CFC
RWHS	20	30	30	20	20
TBMS		25	25	15	20
BES			15	25	30
TV				25	30
SES					20

Subd.6. If the “Actual Duty Time” is at least 15 minutes more than the “Proportionate Duty Time” for a traveling teacher, he/she will earn additional pay = traveling teacher’s curriculum writing rate * (actual duty time – proportionate duty time).

~~Subd.7. Beginning with the 2022-23 school year,~~ A traveling teacher will not be assigned supervision before or after the student instructional day.

Section 11.7. Emergency Substitution: When a substitute is unable to be found for a teacher’s leave and a teacher is required to substitute during the teacher’s individual or team preparation time, the teacher will be compensated at \$1.00/minute. Administration will solicit volunteers first and, if unable to find volunteers, administration can require a teacher to substitute. Building administration and teachers will establish a rotating schedule per building as needed.

Section 11.8. Building Hours: The specific hours of duty at individual buildings may vary according to the needs of the educational program. The specific hours of duty at each building shall be established by the School Board or its designated representative. The building administrator, in consultation with teachers in each building, shall recommend to the School Board any changes in the hours of service for each building.

Section 11.9. Other Responsibilities:

Subd.1. Teachers shall attend conferences, departmental meetings, and staff meetings and care for other professional responsibilities when required. The supervising administrator will attempt to arrange such meetings within the duty day, but these meetings may extend beyond the duty day when necessary.

Subd.2. Teachers may be assigned supervision of School District activities beyond the duty day as is deemed necessary by the School Board or its designated representative(s). The normal

duties for teachers include a share of such activities as determined by the building administrator and teachers in conformance with School Board policies.

ARTICLE 12: LENGTH OF SCHOOL YEAR

Section 12.1. Teacher Duty Days: The duty year for teachers compensated in accordance with salary schedules shall not exceed 193 duty days of which up to 175 days shall be student contact days; at least twelve (12) shall be conference, teacher professional development, or teacher work days; and six (6) shall be paid holidays. **The holidays are New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving.**

Section 12.2. Calendar: The School Board shall establish the school calendar based on the number of duty days established by Section 12.1.

Subd.1. The “Calendar Committee” will make a recommendation to the School Board by February 1, regarding the calendar for the upcoming school year.

Subd.2. Upon written request from the Exclusive Representative prior to March 1, the School Board shall meet and confer with the Exclusive Representative concerning the school calendar.

Subd.3. Teachers shall perform services on those days as determined by the School Board, including legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Subd.4. The school year for “Early Childhood Special Education” (ECSE) teachers shall begin July 1 and end on June 30. It shall not exceed 193 contract days with a calendar to be established annually through Meet and Negotiate. The calendar will be known as the “stretch calendar.”

Section 12.3. Emergency Closings: In the event school is closed on a teacher duty day for any emergency, teachers shall report for duty on that day or participate in an E-Learning Day as per M.S. 120A.414 except on direct announcement by the Superintendent. When the School Board determines it necessary to make up any closed days for which teachers are directed not to report, the schedule for these days shall be the subject of consultation through meet and confer. The teachers shall make up these days according to that schedule. If making up all lost days is impossible and, if the foundation aid is accordingly reduced by the Minnesota Department of Education, the teacher's salary shall be reduced by an amount as determined by the following schedule: (Annual salary / 193) X days not made up. Every effort shall be made by the School Board to make up all days lost, thereby minimizing loss to teachers.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 13.1. Definitions:

Subd.1. Grievance: The word, “grievance,” shall mean a written allegation by a teacher that the teacher has been injured as a result of a dispute or disagreement between the teacher and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd.2. Grievant(s): The word, “grievant(s)” shall mean an individual teacher, a group of teachers, or the Exclusive Representative who/that files a grievance as defined in Subd.1. above.

Subd.3. Days: Any reference to the word “days,” regarding time periods in this procedure, shall refer to working days. The term, “working days,” is defined as all weekdays not designated as holidays by state law.

Section 13.2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf. The grievant must be represented by the Exclusive Representative.

Section 13.3. Interpretations:

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

Subd.2. 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.

Subd.3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served, bears a certified postmark of the United States Postal Service, or emailed within the time period.

Section 13.4. Resolution of Grievance

Informal Discussion

Subd.1. Informal Discussion: Prior to filing of a formal grievance, an effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the teacher’s immediate supervisor or other School District designee. This informal process must begin with twenty (20) days after the teacher is aware of the first event related to the alleged grievance. The alleged grievance may not address events that occurred prior to the preceding school year.

Subd.2. Response to Informal Discussion: If the School District issues a decision about the topic during the informal discussion, then the informal discussion period ends.

Level I Formal Grievance

Subd.3. Level I Formal Grievance: If the grievance is not resolved through informal discussion, the grievant(s) may file a formal grievance with the teacher’s immediate supervisor or other School District designee no later than five (5) days after the end of informal discussion. Failure to appeal a grievance within the time period shall constitute a waiver of the grievance.

Subd.4. Response to Level I Formal Grievance: The School District’s designee shall give a written decision on the discussion to the parties involved within ten (10) days after receipt of the written grievance.

Level II Formal Grievance

Subd.5. Level II Formal Grievance: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I.

Subd.6. Meeting: If the grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall, within ten (10) days, set a time to meet regarding the grievance after receipt of the appeal.

Subd.7. Communication after Meeting: Within ten (10) days after the meeting, the Superintendent or Superintendent's designee shall issue a written decision to the parties involved.

Level III Grievance

Subd.8. Level III Formal Grievance: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days to the School Board Chair after the receipt of the decision in Level II.

Subd.9. Hearing: If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within forty-five (45) days after receipt of the grievance and issue its written decision to the parties involved within ten (10) days of the grievance hearing.

Subd.10. Committee or Representative(s): The School Board may designate a committee or representative(s) of the School Board to initially hear the appeal at this level and report the findings and recommendations to the School Board.

Subd.11. Grievant Opportunity to Share Information with Entire School Board: Prior to rendering its decision, the School Board will provide time for the grievant to present information to the School Board during the hearing.

Section 13.5. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 13.6. Grievance Mediation: In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, setline, or resolving the grievance.

Subd.1. Request: A request to submit a grievance to mediation must be made, in writing, signed by the grievant(s) or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd.2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd.3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with the Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd.4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs to representation during the mediation process.

Subd.5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be finding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 13.7. Arbitration Procedures: In the event that the grievant(s) 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 made in writing and signed by the grievant(s). Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level III or completion of the grievance mediation procedure, if any.

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

Subd.3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as 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(s) as they may choose, 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 hearing de novo.

Subd.5. Decision: Decisions by the arbitrator in cases properly heard shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that

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 relating to arbitration, including expenses that 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 the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that 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 heard pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance that 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, that 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, selection of personnel, 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 Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Section 13.8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of the arbitrator.

ARTICLE 14: UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY

Section 14.1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.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 school districts.

Section 14.2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd.1. "Teacher" shall mean a classroom teacher or any person defined as a teacher in PELRA.

Subd.2. "Subject matter or field" shall mean an area in which a teacher is licensed by the Minnesota Department of Education.

Subd.3. "Eligible" shall mean a teacher who, in addition to the state license, has had at least one (1) year of successful teaching experience in that subject matter or field or who, because of unique qualifications, teaches a special program for which no license exists. Such experience must have been within the previous ten (10) years in the School District and does not include summer school.

Subd.4. "Placement" - A teacher shall be placed in all categories in which he/she is licensed and eligible.

Section 14.3. Categories:

Subd.1. When a teacher is teaching in a special program only, for which no state license exists, he/she shall be placed temporarily in one (1) category for which he/she is licensed and shall also be placed in the category for the special program in which he/she is teaching. When the special program becomes a category requiring a state license, the teacher(s) shall be dropped from the category/field in which he/she was temporarily placed but did not have the necessary qualifying experience identified in Section 14.2, Subd. 3 above. Any new or additional programs or teaching assignments not negotiated in the Master Agreement will be temporarily added through meet and confer. Final agreement on categories will be made through negotiations.

Subd.2. Category "subject matter or field" list:

ELEMENTARY

Teaching, grades kindergarten-six (6)

SECONDARY

Agriculture
Business Education
English / Language Arts
Family and Consumer Science
Industrial Technology
Mathematics
Science

Social Studies
Work Based Learning
World Language

K-12 CERTIFIED

Computers
English as a Second Language (ESL)
Health
Library Media Specialist
Music
Physical Education
Reading

School Counselor
School Nurse
School Social Worker
Visual Arts

SPECIAL EDUCATION

Academic and Behavioral Specialist (ABS)
Autism Spectrum Disorders (ASD)
Developmental Adapted Physical Education (DAPE)
Developmental Cognitive Disorder-Mild to Moderate / Severe to Profound
(DCD-MM/DCD-SP)
Deaf or Hard of Hearing (DHH)
Emotional Behavior Disorder (EBD)
Early Childhood Special Education (ECSE)
Learning Disabilities (LD)
Physical or Other Health Impairments (POHI)
School Psychologist
Speech/Language Pathologist (SLP)

SPECIAL PROGRAM (No specific MDE license)

Area Learning Center
Music Therapist
Occupational Therapist
Physical Therapist
Relationships, Education, Accountability, Character, and Hard Work (REACH) Teacher
Title 1

INSTRUCTIONAL SUPPORT

Flight Path Coordinator
Positive Behavioral Intervention Support (PBIS) Coach

COMMUNITY EDUCATION

Early Childhood Family Education (ECFE)
School Readiness (SR)
Adult Basic Education (ABE)

Section 14.4. Seniority:

Subd.1. "Seniority" means the accumulated, total number of years and/or percentage thereof for all subject matter or fields in which a person has been employed as a teacher in the School District, commencing with the first scheduled teacher duty day in the School District. Teachers shall accrue seniority in a subject matter of field at a rate equal to the percentage of their individual teaching contracts. Probationary teachers shall be placed on the seniority list with a "P1," "P2," or "P3" designation. Teachers shall not accrue seniority for teaching summer school. While on any School Board-approved leave, except a leave of absence without pay, a teacher shall continue to accrue seniority. For purposes of interpretation and clarification, twenty (20) years of teaching with a fifty percent (50%) teaching contract is equal to ten (10) years of seniority.

Subd.2. A teacher shall hold and accrue equal seniority for all subject matter and fields in which the teacher is eligible. A teacher transferred to another subject matter or field shall retain seniority and continue to accrue seniority for all subject matter and fields for which the teacher is eligible.

Subd.3. Time spent by an employee in a position in the School District in which he/she is not defined as a “teacher” shall not be credited on the teachers' seniority list.

Subd.4. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain seniority.

Subd.5. Beginning in the 1999-2000 school year, a teacher employed on a forty percent (40%) or greater teaching contract for at least one (1) semester, such as an acting incumbent or a long-term substitute, shall accrue seniority in accordance with the criteria as stated in this subdivision.

Subd.6. A “bubble class” is an extra class in any elementary grade that is approved by the School Board on a yearly basis. A teacher who is teaching in the bubble class does not hold seniority rights in that grade.

Section 14.5. Establishment of Seniority List:

Subd.1. By February 1 of each school year or the full ratification of the subsequent Agreement, whichever is later, the School Board shall cause a seniority list (by name, years of accumulated seniority, date of first scheduled teacher duty day, subject matter or fields in which eligible and other applicable information) to be prepared from its records. Teachers shall be placed on the seniority list in accordance with the following:

- (1) the number of years of accumulated seniority if two (2) or more teachers have the same number of years, in accordance with (2) below;
- (2) the date of the first scheduled duty day as an individually contracted teacher if two (2) or more teachers have the same date, in accordance with (3) below;
- (3) in order of the number of years of outside teaching experience (teachers with the greatest amount of experience shall be listed first) if two (2) or more teachers have a similar amount of outside teaching experience, in accordance with (4) below;
- (4) in order of the number of earned graduate credits as of the beginning of the school year (teachers with the greatest amount of credits shall be placed first) if two (2) or more teachers have a similar number of graduate credits, in accordance with (5) below;
- (5) lowest teacher licensure file folder number in Minnesota.

Subd.2. Any teacher whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have ten (10) duty days from the

date of posting to submit a written request, with documentation and proof, of seniority change to the Superintendent.

Subd.3. Within ten (10) duty days thereafter, the School District and Exclusive Representative shall, through meet and confer, evaluate any and all such written requests for seniority changes. A final seniority list with changes shall then be prepared by the School District and be binding on the School District and teachers. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or new teachers. Such yearly revised list shall govern the application of ULA until thereafter revised.

Section 14.6. ULA:

Subd.1. The School Board may place on ULA by July 1 such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. ULA shall continue for a period of five (5) years, after which the right to reinstatement shall terminate, provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board by March 1 of each year a written statement requesting reinstatement. ULA shall be effective no later than the close of the school year or at such earlier time agreed between the teacher and the School Board.

Subd.2. The placing of teachers on ULA shall be in inverse order of their position on the seniority list in the field or subject matter employed. No teacher shall be placed on ULA while a less senior teacher remains in any subject matter or field for which the more senior teacher is eligible.

Subd.3. Teachers on ULA may, at their own expense, continue membership in the group insurance programs, if permitted under ARTICLE 8.

Subd.4. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and placement on such leave will not result in loss of credit for years of service earned prior to the commencement of such leave.

Subd.5. A teacher, upon receipt of written notification of proposed placement on ULA, may, within fourteen (14) calendar days, request a School Board hearing. The School Board shall schedule a hearing within fourteen (14) calendar days of receipt of the teacher's hearing request.

Section 14.7. Reinstatement:

Subd.1. No new teacher shall be employed by the School District while any eligible teacher in the same field or subject matter is on ULA or teaching in a part-time position without that position having first been offered to said teacher. Any teacher placed on ULA shall be reinstated to any position for which the teacher is eligible as such position becomes available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd.2. When a full-time teacher is placed on ULA, that teacher may take a part-time teaching position in the School District without waiving the right to a full-time teaching position if one

becomes available within the five (5)-year period after being placed on ULA. Should a full-time position become available during the school year while a teacher on ULA is employed by the School District in a part-time teaching position, the School District administration shall offer that position to that teacher. The teacher shall reply within five (5) working days.

Subd.3. When a part-time teacher is placed on ULA, that teacher has the right to be reinstated to an equal percentage part-time position. The School District may offer employment at a percentage greater than entitled but is not obligated to do so. The teacher may decline employment at a greater percentage and retain the right to an equal percentage part-time position during the five (5) years after being placed on ULA.

Subd.4. When on ULA, teachers shall notify the Superintendent annually (on or before March 1 of each year) in writing of their availability, giving the name and address to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of 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.5. A teacher will not be eligible for reinstatement unless a vacancy exists.

Subd.6. If a position becomes available for an eligible teacher on ULA, the School District shall mail the notice by certified mail, return receipt requested, to such teacher who shall have ten (10) days from the receipt of such notice to accept the re-employment. Failure to reply in writing within such ten (10)-day period or refusal to accept the position offered shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement as defined in this section.

Subd.7. Reinstatement rights shall automatically cease on August 1 following the fifth (5th) school year following the school year in which the teacher was placed on ULA.

Section 14.8. Effect: This article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in it and shall not be construed to limit the rights of any other certified employee not covered by this Agreement or other agreement affecting such certified employees.

ARTICLE 15: RETIREE HRA/VEBA PAYMENTS

Section 15.1. Eligibility: Teachers who have at least fifteen (15) total years of full-time teaching in the public schools in Minnesota with the last five (5) years in the School District, who were hired as a teacher in the School District before July 1, 2008, who are at least fifty-five (55) years of age, and who have at least a fifty percent (50%) contract at the time of retirement shall be eligible for the retiree HRA/VEBA payments pursuant to the provisions of this article, upon submission of a letter of retirement accepted by the School Board. For teachers who have at least a seventy-five percent (75%) individual teaching contract at the time of retirement, the School District shall pay the full contribution amount toward retiree HRA/VEBA payments. For teachers employed at least fifty percent (50%) but

less than seventy-five percent (75%), the School District shall pay a prorated amount of the full retiree HRA/VEBA payments. The prorated amount shall match each teacher's FTE at the time of retirement.

Subd.1. Leave of Absence: Time spent on approved leaves of absence, except a leave of absence without pay shall be included in the calculation of years of continued service.

Subd.2. Unrequested Leave of Absence/Leave of Absence Without Pay: During an unrequested leave of absence, and/or a leave of absence without pay, teachers shall not accrue continuous service for the purpose of eligibility.

Subd.3. Determination of Age: The age of the teacher shall be determined as of June 30 for a retirement that takes effect at the end of the school year, and January 1, for a retirement that takes effect at the beginning of the second semester.

Subd.4. Discharge for Cause: This article shall not apply to any teacher discharged for cause by the School District.

Subd.5. Leaves of Absence: A teacher who retires during a leave of absence as per ARTICLE 9 or 10 shall be eligible for the retiree HRA/VEBA payments if he/she is at least fifty-five (55) years of age at the time of retirement and meets the other eligibility requirements outlined in this section. The teacher's HRA/VEBA payments will be based on the teacher's most recent contract prior to taking the leave of absence.

Section 15.2. Date of Letter of Retirement: To be eligible for the retiree HRA/VEBA payments, a teacher must submit a signed letter of retirement to the Superintendent by October 1 for a retirement that takes effect at the beginning of second semester and by February 1 for a retirement that takes effect at the end of the school year.

Section 15.3. Basis for HRA/VEBA Payments:

Subd.1. Eligible teachers who retire shall receive an annual School District contribution of \$11,500 placed into the School District-sponsored HRA/VEBA that will be available to be used for medical insurance premiums and/or other eligible medical expenses.

Subd.2. The retiree may purchase School District group health and hospitalization insurance with these proceeds or may select a different plan through a private vendor. However, if group coverage is dropped, the retiree cannot re-enroll in the School District's health and hospitalization plan.

Subd.3. Payments shall continue for ninety-six (96) months following the date of retirement or the attainment of Medicare eligibility, whichever is first.

Subd.4. Upon attainment of Medicare eligibility, the retiree will then receive a contribution equal to the premium for the single supplemental insurance plan offered by the School District. In any case, if the retiree chooses family health and hospitalization insurance coverage, the additional cost of the premium shall be borne by the retiree and shall be paid to the School District before the first of the month as a condition of continuation of the insurance coverage and School District contributions.

Subd.5. A committee of four (4) individuals shall govern the specifications of the School District's supplemental insurance plan. The Exclusive Representative will appoint two (2) members of the committee, and the School District will appoint two (2) members of the committee. The committee's responsibilities are to review and update the specifications of the School District's supplemental insurance plan as needed and to make recommendations to the School Board regarding plan specifications. The committee shall present recommendations to the School Board and to members of the Exclusive Representative no fewer than thirty (30) days following committee review.

Subd.6. If the teacher returns to work as a teacher for the School District, payments will be delayed until after the teacher resigns from employment.

Subd.7. In the event the teacher dies after the effective date of retirement but before the conclusion of the ninety-six (96) months, the School District shall continue to make the annual contribution toward health and hospitalization insurance premiums or School District-sponsored HRA/VEBA for the teacher's dependents in the same amount and for the same duration the deceased teacher was receiving at the time of death.

Section 15.4. Continued Participation in Health and Hospitalization Insurance: When the School District's contribution ceases after ninety-six (96) months, teachers eligible for the benefits as established by this article may individually elect to continue to participate in the group health and hospitalization insurance plan established in Sections 8.1-8.4. Teachers electing to participate shall pay the full monthly premium cost of the coverage in which the teacher elects to participate.

Section 15.5. Life Insurance: Teachers eligible for the benefits as established by this article may individually elect to continue to participate, for up to ninety-six (96) months following the date of retirement, in the group term life insurance plan established by Section 8.6, when permitted by the insurance carrier. Teachers electing to participate shall pay the full monthly premium cost of the coverage in which the teacher elects to participate.

ARTICLE 16: RETIREE DISABILITY/ILLNESS LEAVE PAYMENT

Section 16.1. Eligibility: Teachers who have completed at least ten (10) years of service in the School District and are at least fifty-five (55) years of age, shall be eligible for the disability/illness leave benefit payment pursuant to the provisions of this article, upon submission of a letter of retirement accepted by the School Board.

Subd.1. Leave of Absence: Time spent on approved leaves of absence, except a leave of absence without pay shall be included in the calculation of years of continued service.

Subd.2. Unrequested Leave of Absence/Leave of Absence Without Pay: During an unrequested leave of absence, and/or a leave of absence without pay, teachers shall not accrue continuous service for the purpose of eligibility.

Subd.3. Determination of Age: The age of the teacher shall be determined as of June 30 for a retirement that takes effect at the end of the school year, and January 1, for a retirement that takes effect at the beginning of the second semester.

Subd.4. Discharge for Cause: This article shall not apply to any teacher discharged for cause by the School District.

Subd.5. Leaves of Absence: A teacher who retires during a leave of absence as per Article 9 or 10 shall be eligible for the retiree disability/illness leave payments if he/she is at least fifty-five (55) years of age at the time of retirement and meets the other eligibility requirements outlined in this section.

Section 16.2. Date of Letter of Retirement: To be eligible for the disability/illness leave payment, a teacher must submit a signed letter of retirement to the Superintendent by October 1 for a retirement that takes effect at the beginning of second semester and by February 1 for a retirement that takes effect at the end of the school year.

Section 16.3. Basis for Disability/Illness Leave Benefit:

Subd.1. The disability/illness leave benefit for eligible teachers shall be 150 dollars per day (\$150/day) up to a maximum of 160 days for unused disability/illness leave at the time of retirement.

Subd.2. A teacher who retires at the end of the school year shall receive the disability/illness leave benefit payment in a single amount on or about September 15, and a teacher who retires at the end of the first semester shall receive the disability/illness leave benefit payment in a single amount on or about February 15.

Subd.3. The payment will be deposited into a Special Pay Deferral Account administered by a District-determined vendor on behalf of the eligible teacher. These monies are at the discretion of the eligible teacher once they have been deposited into the teacher's account.

Subd.4. Deductions shall be made from the sick leave benefit payment only as required by law.

Subd.5. If the teacher dies after the effective date of retirement but before the sick leave benefit payment has been made, the payment shall be made to the named beneficiary or, lacking same, to the estate of the deceased.

ARTICLE 17: SHARED POSITION

Section 17.1. Definition: The term, "shared position," is defined as a position in which two (2) properly licensed teachers combine their services to perform the duties required for one (1) full-time position. The provisions of Sections 11.6 and 11.7 shall apply to both teachers occupying the shared position.

Section 17.2. Application: A full-time teacher or teachers who are teaching under a continuing contract may request to be employed in a shared position. Applications for such positions shall be made in writing to the teacher's immediate supervisor by February 1 prior to the school year the position is to be

shared. The supervisor will forward the request to the Superintendent for approval. Teachers with continuing contract rights employed in a shared position shall have the continuing contract remain in effect for the first three (3) years only. The School District will not approve any applications for a shared position for a fourth (4th) year unless the teacher agrees to give up continuing contract rights to the greater position.

Section 17.3. Supervisor's Recommendation: The sharing of a full-time position shall be subject to annual review by the immediate supervisor. The supervisor will submit recommendations for the continuance or discontinuance of the shared position to the Superintendent for approval.

Section 17.4. Return to Original Positions: Teachers shall be reinstated to their original positions or to positions of similar status, conditions, and pay, if eligible by seniority, by giving written notice of their intent to return to full-time employment no later than February 1 prior to the school year in which they intend to return.

Section 17.5. Seniority: Seniority shall be accrued at a rate equal to the percentage of the individual teaching contract.

Section 17.6. Fringe Benefits: Fringe benefits are subject to the provisions of ARTICLE 8 except that the School District's contribution for insurance premiums for shared-position teachers shall be a percent of the coverage paid for full-time teachers equal to the percent of their individual teaching contract.

Section 17.7. Salary Schedule Advancement: Salary schedule advancement is subject to the provisions of Section 6.4. Shared-position teachers shall advance one-half (1/2) step on the salary schedule for each year of service regardless of the percent of the individual teaching contract.

Section 17.8. Paid Absences: Shared position teachers shall be eligible for paid absences, as defined in ARTICLE 9, on a pro rata basis as determined by the percentage of their individual teaching contract. If these absences are to be of an extended length, the continuation of the shared position will be re-evaluated.

Section 17.9. Leaves of Absence: Shared position teachers shall be eligible for leaves of absence as defined in ARTICLE 10. Applications for these leaves shall be cause to reevaluate continuation of the shared position.

Section 17.10. Teachers Filling Vacancies: Teachers employed to fill vacancies created by job sharing will be employed on acting incumbent teacher contracts renewable on a semester basis.

Section 17.11. Mid-Year Change: If, during the course of the year, the immediate supervisor and the teachers in the shared position determine that the shared position is not working in the best interests of students, it may be discontinued at the end of the first semester and the teachers who are job sharing may be reassigned under the provisions of Section 18.4.

ARTICLE 18: TRANSFER LANGUAGE

Section 18.1. Postings:

Subd.1. Any teacher possessing proper licensure may apply to fill a vacancy.

Subd.2. Vacancies will be posted for a minimum of five (5) working days on the School District's website.

Subd.3. For each vacancy in a special program and/or position for which no license is required, the "Meet and Negotiate Team" will establish criteria for the position prior to posting that position.

Section 18.2. Voluntary Transfer:

Subd.1. The School District will notify all teachers of open teaching positions within the School District as they become available. Teachers who desire a change in grade, category, and/or building assignment shall notify the School District and request a voluntary transfer or interview by the deadline identified in the posting.

Subd.2. Voluntary transfer requests from one (1) or more teacher(s) for the same position will be based on the "Voluntary Transfer Criteria," including the informal interview, as attached in APPENDIX C. The "Informal Interview Team" shall consist of two (2) members appointed by the School District and two (2) members appointed by the Exclusive Representative for a total of four (4) voting members. Membership on the "Informal Interview Team" may vary according to the needs of each open position; however, the team members shall be the same for all applicants in a specific open position.

Subd.3. Each member on the "Informal Interview Team" shall score each applicant's interview on a ten (10)-point evaluation scale that is discussed prior to the first interview for the position. Before an applicant is selected for a transfer, the "Informal Interview Team" will average the four (4) scores for each applicant's interview to determine the each applicant's interview score. Applicants who do not earn an average of at least seven (7) points on the interview will not be considered for a transfer into the position. Points outlined in criteria one (1) – criteria six (6) of APPENDIX C shall be totaled for each applicant who scores at least seven (7) points on the interview. The voluntary transfer shall be granted to the eligible applicant with the highest total points. In case of a tie, the applicant with the most seniority shall be granted the position.

Subd.4. Transfers to vacant positions occurring from September 1 through the last day of the school year shall not take effect until the following school year, unless mutually agreed upon.

Section 18.3. Invitations to Transfer: If no voluntary transfer requests for a vacant position are received, the School District may ask any appropriately licensed teacher to transfer to the vacant position. Except as provided in Section 18.4, the teacher may decline the invitation.

Section 18.4. Involuntary Transfer:

Subd.1. Before making an involuntary transfer, the School District will solicit volunteers for transfer.

Subd.2. In the event no satisfactory volunteer is found, a teacher transferred involuntarily shall, upon written request, receive written reasons for the involuntary transfer.

Subd.3. A more senior continuing contract teacher may refuse an involuntary transfer when a teacher with less seniority who is fully licensed for the placement could be transferred instead.

Section 18.5. Grade Looping: Notwithstanding Section 19.2, teachers in consecutive grades may form a grade looping team in which a teacher follows a group of students from grade to grade. The teacher in the highest grade one year moves to the lowest grade for the next year. Looping teams and arrangements must be approved in advance by the School District and the Exclusive Representative.

Section 18.6. Right to Deviate from Seniority Provisions: The School District retains the right to deviate from the seniority provisions of this article based upon the educational needs of the School District; however, any deviation from seniority shall be subject to meet and confer.

~~Section 18.7. Transfers for 2022-23 School Year: If the School District changes grade configurations for the 2022-23 school year, the School District and Exclusive Representative will develop and implement a Memorandum of Understanding to establish criteria for making initial placements for the 2022-23 school year. After this initial placement occurs, remaining provisions of this article will be followed.~~

ARTICLE 19: EARLY CHILDHOOD FAMILY EDUCATION (ECFE)

~~Section 19.1. Work Year: Notwithstanding ARTICLE 12, the school year for ECFE teachers shall begin July 1 and end on June 30. It shall not exceed 193 contract days with a calendar to be established annually through meet and negotiate.~~

Section 19.2.1. Duty Day:

Subd.1. The basic duty day will be based on the needs of the ECFE programs not to exceed forty (40) hours per week, inclusive of a duty-free lunch and preparation time which shall be ten (10) minutes for every one (1) hour of instruction.

Subd.2. ECFE teachers, when necessary, will work with their building supervisor to establish a flexible schedule, known as a “stretch calendar,” that will serve the needs of the students and families beyond the normal building hours and regular school calendar. The specific hours of duty shall be established quarterly by the building supervisor supervising administrator in conjunction with the staff and may include weekends, mornings, afternoons and evenings. Duty hours need not be consecutive and a teacher shall not be scheduled more than two (2) shifts per day. Any deviation shall be agreed upon at meet and confer.

Section 19.3.2. Additional Classes: In the event additional classes are scheduled, they will be offered to ECFE teachers based on seniority. Should funding not be available, reduction in the number of FTEs will also be based on seniority. Hours assigned beyond the individual teaching contract shall not be

deemed to permanently increase the teacher's equivalency and will be reviewed on a ~~bi-annual~~ **quarterly** basis.

Section 19.4.3. Other Terms and Conditions: Any terms and conditions not addressed in this article shall be covered by this Master Agreement.

ARTICLE 20 ADULT BASIC EDUCATION AND SCHOOL READINESS TEACHERS

Section 20.1. Statutory Considerations: Pursuant to Minn. Stat. §122A.26, an Adult Basic Education (ABE)/School Readiness (SR) teacher who teaches in a community education program which qualifies for community education aid, must meet licensure requirements as a teacher and only those teachers who have a license issued by PELSB shall be covered by the terms of this Agreement. Effective for the 2023-2034 school year and later, ABE/SR teachers covered by this Agreement shall be within the definition of a teacher for purposes of Minn. Stat. § 122A.40, Subd. 1. or Minn. Stat. § 122A.41, Subd. 1.

Section 20.2. Application of Agreement: The parties recognize that the employment of ABE/SR teachers is unique and market driven, and accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 20.3. Probationary Period: In accordance with Minn. Stat. § 122A.40, subdivision 5, and Minn. Stat. § 122A.26 the probationary period of ABE/SR teachers who taught for three consecutive years for the School District or another district or charter school in Minnesota or another state shall be one year, which for current District teachers shall commence to accrue as of July 1, 2023 or upon employment with the District thereafter. For all other ABE/SR teachers, the probationary period. shall be three (3) school years of continuous service.

Section 20.4. Reduction In Positions:

Subd.1. ABE teachers. Upon attaining a continuing contract, ABE teachers shall have seniority only as an ABE teacher and shall have a separate seniority list consisting only of ABE teachers. An ABE teacher shall not have any rights to any other teaching position in the School District, unless licensed in another area and attaining seniority in another position as set forth in this Article or Article 14.

Subd.2. SR teachers. Upon attaining a continuing contract, SR teachers shall have seniority only as a SR teacher and shall have a separate seniority list consisting only of SR teachers. A SR teacher shall not have rights to any other teaching position in the School District, unless licensed in another area and attaining seniority in another position as set forth in this Article or Article 14.

Subd.3. Procedure. Reduction in staff will be made in accordance with Article 14.

Section 20.5. Compensation: ABE/SR teachers, if licensed, shall earn an hourly wage equal to BA Step 1 of the Appendix A divided by 1,544. ABE/SR teachers, if not licensed, shall earn an hourly wage equal to BA Step 1 of the Appendix A divided by 1,544 less \$1.00 per hour.

Section 20.6. Sections of the Master Agreement applicable: ABE/SR teachers shall be covered by all articles and sections of the Master Agreement noted in the table below as Include. All articles and sections of the Master Agreement noted in the table below as Exclude are not applicable. Please note

the Include or Exclude below the type of teacher that is applicable: ABE or SR. Not all articles apply similarly to both groups.

SR	ABE	Articles
Include	Include	Article 1: Preamble - All Sections
Include	Include	Article 2: Recognition of Exclusive Representative - All Sections
Include	Include	Article 3: Definitions - All Sections
Include	Include	Article 4: School District Rights - All Sections
Include	Include	Article 5: Teacher Rights - All Sections
Exclude	Exclude	Article 6: Basic Schedules and Rates of Pay - All Sections
Include	Include	Article 7: Extra-Curricular Compensation and Responsibilities- All Sections
Exclude	Exclude	Article 8: Group Insurance - All Sections
Exclude	Exclude	Article 9: Paid Absences - Section 9.1; and 9.5,
Include	Include	Article 9: Paid Absences - Section 9.2; 9.3; 9.4; and 9.6
Include	Include	Article 10: Other Leaves of Absence - All Sections
Exclude	Exclude	Article 11: Hours of Service - All Sections
Include	Exclude	Article 12: Length of School Year - All Sections
Include	Include	Article 13: Grievance Procedure - All Sections
Include	Include	Article 14: Unrequested Leave of Absence (ULA) and Seniority - All Sections, must add to Teacher Section 14.3 categories under Community Education: Adult Basic Education (ABE) and School Readiness (SR)
Exclude	Exclude	Article 15: Retiree HRA/VEBA Payments - All Sections
Exclude	Exclude	Article 16: Retiree Disability/Illness Leave Payment - All Sections
Include	Include	Article 17: Shared Position - All Sections
Include	Include	Article 18: Transfer Language - All Sections
Exclude	Exclude	Article 19: Early Childhood Family Education (ECFE) - All Sections
Include	Include	Article 20: Adult Basic Education (ABE) and School Readiness

		(SR) - All Sections
Include	Include	Article 21 (renamed from 20): Miscellaneous Provisions - All Sections
Include	Include	Article 22 (renamed from 21): Duration - All Sections
See Section 20.5	See Section 20.5	Appendix A: only as stated within Article 20 Section 20.5 - Compensation
Include	Include	Appendix B: Extra-curricular Salary Schedule
Exclude	Exclude	Appendix C: Voluntary Transfer Criteria

Section 20.7. Hours of Service. Duty Day. Duty Week, and Duty Year:

Recognizing the unique, changing, and irregular nature of the ABE/SR programs, 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.

Subd.1. Length of School Year. ABE, and SR programs will be conducted over the period of a fiscal year, commencing July 1 and concluding June 30 as prescribed by the School District.

Subd.2. Hours of Work. Employees under this article are hourly employees with daily, weekly, monthly and annual hours as established and assigned by the Director of Community Education. To determine leave for hourly employees, a day is equal to average hours worked per day.

Subd.3. Scheduling of Assignments. All assignments will be during the Community Education program year (July 1 - June 30) and during the times of the day and the days of the week which meet the needs of the ABE and SR programs. Assignment of classes is at the discretion of the school district. Tentative assignments for the upcoming year will be made prior to June 30. Assignments for confirmed classes will be issued one (1) week prior to the start of each quarter. Modifications to assignments may be made for just cause. Teacher seniority shall not have application to canceled classes.

Subd.4. Scheduling of Substitutes. The Community Education Director, or designee, shall schedule substitutes for ABE, and SR. ABE/SR teachers who substitute for assignments will be paid pursuant to the ABE/SR Salary Schedule.

Subd.5. Prep Time. Community Ed Director will schedule the prep time as defined by MN Statute 122A.50.

Subd.6. Additional Program Offerings. When new program offerings are added to the program year, staff may express interest in an additional assignment of hours. Hours will be added to existing staff assignments based upon qualification of the applicants and the needs of the program. Consideration will be given to more senior staff currently employed when appropriate. Hours assigned above or below the September 1 assignment shall not be deemed to permanently increase or decrease the teacher's base assignment. Teacher base assignments will be determined on the schedule of classes as dated September 1 of the current program/fiscal year.

Section 20.8. Holidays:

ABE full-time teachers shall be eligible for ten (10) holidays; 6 holidays as provided for teachers and SR and four (4) holidays: Independence Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.

Section 20.9. Personal Leave:

Subd.1. Employees who are not scheduled to work for the full work year will be granted the following number of personal days each year:

Regularly assigned 0-49 days:	Zero (0) days of personal leave each year
Regularly assigned 50-99 days:	One (1) days of personal leave each year
Regularly assigned 100-159 days:	Two (2) days of personal leave each year
Regularly assigned 160-199 days:	Three (3) days of personal leave each year
Regularly assigned 200-259 days:	Four (4) days of personal leave each year

Subd.2. The School District will automatically carry over up to three (3) days of unused personal leave into the following year.

Section 20.10. Vacation Leave:

Subd.1. Each Employee who is scheduled to work for the full work year shall earn annual paid vacation for each fiscal year accrued on a monthly basis:

<u>Work Experience within School District that Generated Vacation</u>	<u>Days/Year</u>
Beginning with 1st year of employment	14
Beginning with 7th year of employment	19
Beginning with 15th year of employment	24
Beginning with 21st year of employment	27

Subd.2. Unused vacation must be taken within twelve (12) months after the end of the fiscal year in which it is earned.

Subd.3. If an Employee provides at least a sixty (60) day notice of a resignation or retirement, the Employee shall be paid for up to twenty-four (24) days of unused vacation leave at the Employee's daily rate of pay upon the effective date of resignation or retirement. The Superintendent may waive the sixty (60) day notice for exceptional circumstances such as a serious illness or job transfer.

Subd.4. An Employee shall not be entitled to payment for other unused vacation leave earned and accrued pursuant to the provisions of this section.

Section 20.11. Disability/Illness Leave:

Each Employee shall earn paid disability/illness leave for absences from work necessitated by illness or injury.

Subd.1. Other Employees will earn one (1) day of disability/illness leave per each full month of employment up to a maximum of 200 days. If an employee does not work daily, the disability/illness leave per month will be prorated.

Subd.2. Disability/illness leave may be used for serious illness in the Employee's immediate family, which is defined as the Employee, spouse, and the following related to either: child,

parent, brother, sister, grandparents, grandchildren, or domestic partner.

Section 20.12. Tax -Sheltered Annuities:

Each ABE/SR Employee working greater than or equal to 30 hours per week is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd.15., School District policy, and as otherwise provided by law. The School District shall match up to \$2,000/year for each Employee.

Section 20.13. Insurance:

Subd.1. An ABE/SR employee must be scheduled to work at least 30 hours per week in order to be eligible for full benefits outlined in this section. The number of hours includes those assigned in all regular positions within the School District. Other Employees are not eligible for benefits outlined in this article. The eligibility of the Employee, dependent(s), and beneficiaries for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Coverage Type	Maximum School District Monthly Contribution
Single Coverage	\$675 (7/1/23-6/30/25)
Family Coverage	\$1,650 (7/1/23-6/30/25)

If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Employee. Any additional cost of the premium shall be borne by the Employee and paid by payroll deduction.

Section 20.14. Health Reimbursement Account (HRA)/Voluntary Employee Beneficiary Association (VEBA) Contributions:

Subd.1. Each full-time ABE/SR Employee covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution paid on a monthly basis toward the Employee's HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA/VEBA will be granted if the Employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA/VEBA plan as earned.

Subd.3. No HRA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.4. Each ABE/SR employee becomes vested in the HRA/VEBA plan upon the School District's first payment into the Employee's HRA/VEBA plan.

Section 20.15. Dental Insurance: The School District shall pay the full monthly premium per ABE/SR employee for a single dental plan. ABE/SR teachers shall have the option of buying family coverage at their own expense.

Section 20.16. Life Insurance: The School District shall pay the full monthly premium for a \$50,000 accidental death and disability term life insurance policy for all eligible teachers who are enrolled in the School District's group life insurance program. Employees may purchase additional coverage at their own expense.

Section 20.17. Long-Term Disability (LTD) Insurance: The School District shall pay the full monthly premium for the LTD insurance program for ABE/SR employees employed forty percent (40%) time or more and who are enrolled in the School District's group LTD insurance program.

Section 20.18. Payroll Deductions: The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by this article shall be paid by enrolled teachers through payroll deduction.

Section 20.19. Voluntary Participation: Participation by an eligible teacher in the insurance programs established by this article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu of participation.

Section 20.20. School-Sponsored Health Services: At its sole discretion, the School District may provide school-sponsored health services for Employees and their dependents who are insured through the School District. The School District shall determine the types and specifications for services, if any, in consultation with the service provider and the School District's Labor/Management Committee.

ARTICLE 2021: MISCELLANEOUS PROVISIONS

Section 21.1. Discipline and Discharge: The discipline and discharge of a teacher shall be in accordance with M.S. 122A.40.

Section 21.2. Combining Grade Levels, Subject Areas, and/or Departments with Other School Districts: If any combination of grade levels, subject areas, or departments with other school districts is used as an educational alternative in the School District due to low enrollment, to provide enrichment, to expand learning activities for students, and/or to provide services or classes to other school districts, the School District will meet with the Exclusive Representative through meet and negotiate to establish guidelines for implementation, including seniority. Guidelines shall be developed in, but not limited to, the following areas:

- A. voluntary assignment,
- B. job security,
- C. responsibility of teachers,
- D. class size,
- E. applicable salary schedules,
- G. time and compensation,
- H. teacher evaluation,
- I. strike prohibition,
- J. hold harmless clauses, and
- K. duration.

Section 21.3. Assignments Due to Shared Agreements with Other School Districts:

Subd.1. The School District shall establish, by April 1 of each year, any proposed shared staffing agreements with other school districts. The School District shall inform the Exclusive Representative of the proposed shared agreements and potential impact on current or future teachers or positions.

Subd.2. For new teachers, the hiring school district will have that individual teaching contract.

Subd.3. The teacher is covered by the employing school district's Master Agreement. Any exceptions to the days, hours, school year, etc. would be identified and mutually agreed upon by the School District and the Exclusive Representative.

Subd.4. A teacher hired under these conditions would remain in this position and cannot resign part of the assignment. Should a vacancy occur in the School District, that teacher would have transfer rights according to the Master Agreement.

Subd.5. For currently employed teachers whose positions are being reduced due to declining enrollment or funding:

1. The School District will follow ULA language in regards to the teacher's current assignment.
2. The School District will offer an expanded individual teaching contract that includes duties in another school district. The teacher could refuse the expanded contract and not impact the teacher's ULA status or reduced employment position.
3. If the teacher accepts a position that serves more than one (1) school district, then that assignment is ongoing and the teacher cannot resign part of that assignment.
4. An attempt shall be made to make the individual teacher whole in the School District if he/she so chooses.

Subd.6. For a probationary teacher, the school district holding the individual teaching contract shall be responsible for conducting a teacher evaluation in partnership with each school district that is purchasing the service(s). The school district holding the individual teaching contract shall make the determination in partnership with each member school district that is purchasing the service regarding continuing contract status.

Subd.7. For a continuing contract teacher, the school district holding the individual teaching contract shall conduct evaluations in partnership with each school district that is purchasing the service.

Section 21.4. Staff Development Committee: The Staff Development Committee for the School District will be in accordance with M.S. 122A.60 and 122A.61.

Section 21.5. Liquidated Damages: In the event a teacher resigns after August 1, the teacher must pay the School District \$500 as liquidated damages to cover part of the cost of hiring a replacement. If the teacher is still owed compensation by the School District, the teacher authorizes the School District to deduct the liquidated damages from the teacher's final paycheck. The School District retains the right to collect the liquidated damages in any manner permitted by law.

Section 21.6. Meet and Confer: The teachers shall select a representative to meet and confer with a representative of the School Board regarding policies and matters other than the terms and conditions of employment at least once every four (4) months in accordance with PELRA.

ARTICLE 24:2: DURATION

Section 22.1. Term of Agreement: This Agreement shall remain in full force and effect for a period commencing on the date of its execution through June 30, 2023~~25~~. If either party desires to modify or terminate this Agreement commencing July 1, 2023~~25~~, it shall give written notice of such intent to the other party no later than April 1, 2023~~25~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 22.2. Successor Agreement: In the event a successor Agreement is not entered into prior to the commencement of the ~~2023-24~~ 2025-2026 school year, teachers shall be compensated in accordance with the current Agreement, to include steps, lanes, and career increments. Teachers shall be compensated following execution in accordance with the successor Agreement.

Section 22.3. Effect: This Agreement constitutes the full and complete Agreement between the School District and Exclusive Representative. The provisions of this Agreement relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 22.4. Finality: Pursuant to M.S. 179A.20, Subd. 3, any matters relating to this Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 22.5. Severability: If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full effect. Upon written notice, the parties shall enter into negotiations to place the invalid provision in conformity with law.

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

FOR EDUCATION MINNESOTA RED WING:

FOR THE SCHOOL DISTRICT

President

School Board Chair

Teacher Negotiator

School Board Clerk

Teacher Negotiator

Dated this _____ day of

Dated this _____ day of

_____, 2024.

_____, 2024.

APPENDIX A: BASIC SALARY SCHEDULES

2023-2024 School Year

Step	BA	BA+10sem	BA+20sem	MA	MA+10sem	MA+20sem	MA+30sem	EDS/PHD
		(BA+15qtr)	(BA+30qtr)		(MA+15qtr)	(MA+30qtr)	(MA+45qtr)	
1	\$45,002	\$47,868	\$50,303	\$54,600	\$56,180	\$57,611	\$59,045	\$60,475
2	\$45,418	\$48,388	\$50,823	\$55,224	\$56,856	\$58,287	\$59,721	\$61,151
3	\$45,834	\$48,908	\$51,343	\$55,848	\$57,532	\$58,963	\$60,397	\$61,827
4	\$46,435	\$49,656	\$52,241	\$56,894	\$58,538	\$59,976	\$61,407	\$62,839
5	\$47,868	\$51,450	\$54,172	\$59,190	\$60,907	\$62,341	\$63,772	\$65,204
6	\$49,302	\$53,243	\$56,105	\$61,483	\$63,268	\$64,706	\$66,135	\$67,569
7	\$50,732	\$55,031	\$58,037	\$63,771	\$65,634	\$67,066	\$68,499	\$69,932
8	\$52,163	\$56,822	\$59,976	\$66,066	\$67,997	\$69,431	\$70,866	\$72,296
9	\$53,597	\$58,612	\$61,906	\$68,357	\$70,362	\$71,798	\$73,230	\$74,661
10	\$55,031	\$60,405	\$63,841	\$70,648	\$72,724	\$74,161	\$75,601	\$77,026
11	\$56,815	\$62,552	\$66,130	\$73,292	\$75,438	\$76,874	\$78,306	\$79,740

2024-2025 School Year

Step	BA	BA+10sem	BA+20sem	MA	MA+10sem	MA+20sem	MA+30sem	EDS/PHD
		(BA+15qtr)	(BA+30qtr)		(MA+15qtr)	(MA+30qtr)	(MA+45qtr)	
1	\$46,802	\$49,783	\$52,315	\$56,784	\$58,427	\$59,915	\$61,407	\$62,894
2	\$47,235	\$50,324	\$52,856	\$57,433	\$59,130	\$60,618	\$62,110	\$63,597
3	\$47,667	\$50,864	\$53,396	\$58,082	\$59,833	\$61,321	\$62,813	\$64,300
4	\$48,292	\$51,642	\$54,331	\$59,170	\$60,880	\$62,375	\$63,863	\$65,352
5	\$49,783	\$53,508	\$56,338	\$61,557	\$63,343	\$64,834	\$66,323	\$67,812
6	\$51,274	\$55,373	\$58,349	\$63,942	\$65,799	\$67,294	\$68,780	\$70,272
7	\$52,762	\$57,232	\$60,359	\$66,322	\$68,260	\$69,749	\$71,239	\$72,729
8	\$54,250	\$59,095	\$62,375	\$68,709	\$70,717	\$72,209	\$73,700	\$75,187
9	\$55,741	\$60,957	\$64,382	\$71,091	\$73,177	\$74,670	\$76,159	\$77,647
10	\$57,232	\$62,821	\$66,395	\$73,474	\$75,633	\$77,128	\$78,625	\$80,107
11	\$59,088	\$65,054	\$68,776	\$76,224	\$78,456	\$79,949	\$81,438	\$82,930

APPENDIX B: EXTRA-CURRICULAR SALARY SCHEDULE

	<u>2023-24</u>	<u>2024-25</u>
<u>1) Football / Basketball / Hockey / Gymnastics Coaches</u>		
Head Coach	\$6,289	\$6,541
Assts. & Head 10	\$3,819	\$3,972
Head 9 & Assts. 10	\$3,155	\$3,281
Head 7 & 8; Assts. 9	\$2,508	\$2,608
7 & 8 Assts.	\$1,824	\$1,897
<u>2) Swimming / Soccer Coaches</u>		
Head Coach	\$5,400	\$5,616
Assts. & Head 10	\$3,206	\$3,334
Head 9 & Assts. 10	\$2,682	\$2,789
Head 7 & 8; Assts. 9	\$2,231	\$2,320
7 & 8 Assts.	\$1,706	\$1,774
<u>3) Baseball / Softball / Track / Volleyball Coaches</u>		
Head Coach	\$4,837	\$5,030
Assts. & Head 10	\$3,206	\$3,334
Head 9 & Assts. 10	\$2,682	\$2,789
Head 7 & 8; Assts. 9	\$2,231	\$2,320
7 & 8 Assts.	\$1,706	\$1,774
<u>4) Cross Country / Golf / Tennis / Cheerleading Coaches / Advisors</u>		
Head Coach	\$3,969	\$4,128
Assts. & Head 9	\$2,401	\$2,497
Head 7 & 8	\$2,038	\$2,120
<u>5) Strength and Conditioning Supervisor (for 2023-24)</u>		
Fall	\$3,305	
Winter	\$4,625	
Spring	\$3,745	
<u>Strength and Conditioning Coach (for 2024-25)</u>		
Fall		\$3,437
Winter		\$4,810
Spring		\$3,895

	<u>2023-24</u>	<u>2024-25</u>
<u>6) Category 1 Activity Advisors</u>	\$3,495	\$3,635
HS Speech		
HS Yearbook		
HS SOAR		
HS Musical Director		
HS Marching Band		
HS Band (Grades 10 th – 12 th)		
BES Burnside Today Student News Advisor		
<u>7) Category 2 Activity Advisors</u>	\$2,730	\$2,839
HS Student Council (Grades 8 th – 12 th or Grades 10 th – 12 th)		
HS Knowledge Bowl		
HS FFA		
HS Choir (Grades 10 th – 12 th)		
MS Student Council		
MS Speech Coach		
<u>8) Category 3 Activity Advisors</u>	\$2,183	\$2,270
HS Math League		
HS BPA/DECA		
HS HOSA		
HS Speech Team Assistant		
HS Debate		
HS Student Newspaper		
HS Musical Director		
HS Musical Assistant Director		
HS Fall 3-Act Play Director		
HS Winter 3-Act Play Director		
HS Marching Band Assistant		
HS Drum Line		
HS Color Guard		
MS Assistant Speech Coach		
MS Yearbook		
MS 3-Act Play Director		
BES Assistant Burnside Today Student News Advisor		
<u>9) Category 4 Activity Advisors</u>	\$1,530	\$1,591
HS Student Council (Grades 8 th -9 th)		
HS SADD/Youth Leadership		
HS Robotics		
TV Robotics		
HS Science Olympiad		
HS Industrial Technology Club		
HS Photography		
HS Communication Support		
HS Musical Assistant Director		

HS Fall 3-Act Play Assistant Director
 HS Winter 3-Act Play Assistant Director
 HS Play Contest Director
 HS Play Contest Assistant Director
 HS 1-Act Play Director
 MS Math League
 MS Math Masters
 MS Math Olympiad
 MS Science Olympiad
 MS Knowledge Bowl
 MS Academic Triathlon
 MS Newspaper
 MS Photography
 MS 3-Act Play Assistant Director
 MS Auditorium Supervisor
 Destination Imagination
 Spring Site Athletics Manager

<p>10) <u>Category 5 Activity Advisors</u></p> <ul style="list-style-type: none"> MS Band HS Prom HS National Honor Society 	<p>\$1,020</p>	<p>\$1,060</p>
<p>11) <u>Category 6 Activity Advisors</u></p> <ul style="list-style-type: none"> HS Science Olympiad HS Visual Arts Competition HS Key Club HS Interact Club HS Band (Grades 8th – 9th) MS Science Olympiad EC Communication Support (second year only) SES Communication Support (second year only) BES Communication Support (second year only) TBS Communication Support (second year only) 	<p>\$663</p>	<p>\$690</p>
<p>12) <u>Category 7 Activity Advisors</u></p> <ul style="list-style-type: none"> HS Choir (Grade 8) HS Choir (Grade 9) MS Choir 	<p>\$332</p>	<p>\$345</p>

13) Summer Music Lessons Daily Rate of Pay

Note: If any of the activity advisor positions are classes within the regular student day, then the extra-curricular stipend will not be paid. If the high school offers a yearbook class, then the extra-curricular salaries for yearbook and photography will not be paid.

APPENDIX C: VOLUNTARY TRANSFER CRITERIA

Name: _____

Date: _____

Position requested (Building and Category): _____

1. Informal interview 1-10 points points _____
(Must receive an average of 7.0 or higher to be considered for the transfer)

2. Seniority

- | | | | | |
|---------------|----------|---------------|----------|--------------|
| • 1-5 years | 1 point | • 21-25 years | 5 points | |
| • 6-10 years | 2 points | • 26-30 years | 6 points | |
| • 11-15 years | 3 points | • 30+ years | 7 points | points _____ |
| • 16-20 years | 4 points | | | |

3. Number of years teaching in category within the School District

- | | | | | |
|---------------|----------|---------------|----------|--------------|
| • 0 years | 1 points | • 16-20 years | 5 points | |
| • 1-5 years | 2 points | • 21-25 years | 6 points | |
| • 6-10 years | 3 points | • 26-30 years | 7 points | |
| • 11-15 years | 4 points | • 30+ years | 8 points | points _____ |

4. Previous teaching experience in category not in the School District

- | | | | | |
|---------------|----------|---------------|----------|--------------|
| • 0 years | 1 points | • 16-20 years | 5 points | |
| • 1-5 years | 2 points | • 21-25 years | 6 points | |
| • 6-10 years | 3 points | • 26-30 years | 7 points | |
| • 11-15 years | 4 points | • 30+ years | 8 points | points _____ |

5. Degree

- | | | | | |
|---------|----------|--------------|----------|--------------|
| • BA | 1 points | • MA+15 | 5 points | |
| • BA+15 | 2 points | • MA+30 | 6 points | |
| • BA+30 | 3 points | • MA+45 | 7 points | |
| • MA | 4 points | • EDSPEC/PHD | 8 points | points _____ |

6. Percent of current contract

- | | | | | |
|----------|----------|-----------|----------|--------------|
| • 1-25% | 1 point | • 51-75% | 3 points | |
| • 26-50% | 2 points | • 76-100% | 4 points | points _____ |

Total Points _____