

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #2143

and

**WATERVILLE-ELYSIAN-MORRISTOWN
EDUCATION ASSOCIATION**

July 1, 2019 - June 30, 2021

TABLE OF CONTENTS

ARTICLE I - PURPOSE	6
Section 1. Parties	6
ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE	6
Section 1. Recognition	6
Section 2. Appropriate Unit	6
ARTICLE III - DEFINITIONS	6
Section 1. Terms and Conditions of Employment	6
Section 2. Teacher	6
Section 3. School District	7
Section 4. Other Terms	7
ARTICLE IV - SCHOOL DISTRICT RIGHTS	7
Section 1. Inherent Managerial Rights	7
Section 2. Management Responsibilities	7
Section 3. Effects of Laws, Rules and Regulations	7
Section 4. Reservation of Managerial Rights	7
ARTICLE V - TEACHERS RIGHTS	8
Section 1. Right to Views	8
Section 2. Right to Join	8
Section 3. Request for Dues Check Off	8
Section 4. Letter of Assignment	8
Section 5. Open Positions	8
Section 6. Fair Share	9
Section 7. Personnel Files	9
Section 8. Use of Building	9
Section 9. Information	9
Section 10. Peer Review	10
Section 11. Staff Development	10
ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY	10
Section 1. Basic Compensation	10
Section 2. Salary Schedule	10
Section 3. Lane Placement on Salary Schedule	10
Section 4. Prior Experience	12
Section 5. Step Advancement	12
Section 6. Pay Deduction	12
Section 7. Substitute Teachers	12
Section 8. Payment of Salaries	12
Section 9. Staff Sharing	12

ARTICLE VII - EXTRA COMPENSATION	13
Section 1. Co-curricular Schedule	13
Section 2. Extra Class Load	14
Section 3. Homebound Instruction and Tutoring	14
Section 4. Mileage	14
Section 5. Student Teachers	14
Section 6. Combination Class	14
Section 7. Independent Study	14
Section 8. Online Learning	15
ARTICLE VIII - GROUP INSURANCE	15
Section 1. Selection	15
Section 2. Health and Hospitalization Insurance	15
Section 3. Term Life	16
Section 4. Dental Insurance	16
Section 5. Income Protection Insurance	16
Section 6. Annuities	16
Section 7. Premium Payments	16
Section 8. Claims Against the School District	16
Section 9. Duration of Insurance Contributions	17
Section 10. Eligibility	17
Section 11. Health Reimbursement Arrangement	17
Section 12. Post Retirement Health Care Savings Plan	18
ARTICLE IX - LEAVES OF ABSENCE	18
Section 1. Sick Leave	18
Section 2. Worker's Compensation	19
Section 3. Bereavement and Family Illness	19
Section 4. Personal Leave	19
Section 5. Child Care Leave	20
Section 6. Military Leave	21
Section 7. Professional Improvement and Extended Personal Leave	21
Section 8. Leave of Absence	22
Section 9. Five Year Leave of Absence	22
Section 10. Insurance Application	22
Section 11. Credit	22
Section 12. Eligibility	22
Section 13. Professional Organization	22
Section 14. Jury Duty	22
Section 15. Subpoena	23
Section 16. Family Medical Leave	23
ARTICLES X - HOURS OF SERVICE	23

Section 1. Basic Day	23
Section 2. Building Hours	24
Section 3. Compensatory Time	24
Section 5. Additional Activities	24
Section 6. Preparation Time	25
ARTICLE XI - LENGTH OF THE SCHOOL YEAR	25
Section 1. Teacher Duty Days	25
Section 2. Emergency Closings	25
ARTICLE XII - GRIEVANCE PROCEDURE	25
Section 1. Grievance Definition	25
Section 2. Representative	26
Section 3. Definitions and Interpretations:	26
Section 4. Time Limitation and Waiver	26
Section 5. Adjustment of Grievances	26
Section 6. School Board Review	27
Section 7. Denial of Grievance	27
Section 8. Mediation	27
Section 9. Arbitration Procedures	27
ARTICLE XIII - DISCIPLINE AND SUSPENSION	29
Section 1. Discipline	29
Section 2. Teacher Reprimand	29
ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY REPORT	29
Section 1.	29
Section 2. Definitions	29
Section 3. ULA	30
Section 4. Realignment	31
Section 5. Reinstatement	31
Section 6. Establishment of Seniority List	31
Section 6. Filing of Licenses	32
Section 7. Effect	32
Section 8. Procedure	32
Section 9. Final Board Action	33
ARTICLE XV - PUBLIC OBLIGATION	33
ARTICLE XVI - STATE APPROVED TAX-DEFERRED MATCHING PROGRAM - 403B	33
Section 1. Eligibility	33
ARTICLE XVII - LUMP SUM DISTRIBUTION OF SICK LEAVE	34
Section 1. Eligibility	34
Section 2. Rate of Pay	34

Section 3. Maximum Daily Rate	34
Section 4. Payment	34
Section 5. Beneficiary	34
Section 6. Timeline	34
ARTICLE XVIII - RETIREMENT HEALTH INSURANCE	35
Section 1. Eligibility	35
Section 2. Timeline	35
Section 3. Contribution	35
Section 4. Insurance Plan	35
Section 5. Payment	35
ARTICLE XIX - MEET AND CONFER	36
Section 1. Representation	36
Section 2. Meeting Dates	36
Section 3. Chairperson	36
Section 4. Agenda development	36
Section 5. Agenda Items	36
ARTICLE XX - DURATION	36
Section 1. Term and Reopening Negotiations	36
Section 2. Effect	36
Section 3. Finality	37
Section 4. Severability	37
ARTICLE XXI - EARLY CHILDHOOD FAMILY EDUCATION TEACHERS	37
Section 1. Statutory Considerations	37
Section 2. Application of Agreement	37
Section 3. Probationary Period	37
Section 4. Seniority	37
Section 5. Layoff and Recall	38
Section 6. Compensation	38
Section 7. Applicable Sections of the Master Agreement	38
Section 8. Sections of the Master Agreement not Applicable	38
Section 9. Hours of Service, Duty Day, Duty Week, and Duty Year	39
Section 10. Preparation Time, Setup Time and Clean Up Time	39
Section 11. Coordinator Time	39
Section 12. Personal, Bereavement and Family Illness Leave	39
Section 13. Emergency Closing Days	39
Section 14. Lane Placement on Salary Schedule	39
Section 15. Payment of Salaries	40
Section 16. Group Insurance Selection	40
Section 17. Health and Hospitalization Insurance	40

2019-2020 SCHEDULE A	41
2020-2021 SCHEDULE B	43
SCHEDULE C	44
SCHEDULE D	45
SCHEDULE E	47
SCHEDULE F	47
ECFE SCHEDULE	48

MASTER AGREEMENT

ARTICLE I - PURPOSE

Section 1. Parties

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

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

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

Section 2. Appropriate Unit

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

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment

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

Section 2. Teacher

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

Section 3. School District

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

Section 4. Other Terms

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

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction, and number of personnel.

Section 2. Management Responsibilities

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

Section 3. Effects of Laws, Rules and Regulations

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

Section 4. Reservation of Managerial Rights

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

ARTICLE V - TEACHERS RIGHTS

Section 1. Right to Views

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

Section 2. Right to Join

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

Section 3. Request for Dues Check Off

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

Subd. 1. Access to Membership Lists

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

Section 4. Letter of Assignment

Each Teacher in the Bargaining Unit except those terminated or placed on unrequested leave of absence shall annually receive an individual letter of assignment by June 1 for the following year. The provisions of the individual Teacher letter of assignment shall be subject and consistent with the provisions of this Master Agreement. The letter of assignment is tentative and subject to change. The District will notify Members through Schedule E.

Section 5. Open Positions

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

Section 6. Fair Share

In accordance with PELRA, any Teacher included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee not to exceed 85% of the actual membership dues for association members, for services rendered as Exclusive Representative. The fair share fee required of any Teacher shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the Exclusive Representative in relationship to negotiations and administration of grievance procedures for Teachers in the appropriate unit.

Upon thirty (30) days notice in writing to the payroll officer of the name of the Teacher and the amount of the fair share fee certified by the Exclusive Representative the School District will deduct such fair share fee in installments from such employee's paycheck each month, and will forward such fees to the Exclusive Representative. The Exclusive Representative agrees to notify the School District promptly whenever any Teacher subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such Teacher will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative and the Teacher involved.

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

Section 7. Personnel Files

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

Section 8. Use of Building

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

Section 9. Information

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

Section 10. Peer Review

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

Section 11. Staff Development

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

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation

Subd. 1. 2019-2020 Rates of Pay

The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2019-2020 school year. Teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2, for the 2019-20 school year.

Subd. 2. 2020-2021 Rates of Pay

The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2020-2021 school year. Teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2, for the 2020-21 school year.

Section 2. Salary Schedule

Subd. 1. Status of Salary Schedule

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

Subd. 2.

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

Section 3. Lane Placement on Salary Schedule

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

Subd. 1. Germane

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

Subd. 2. Grades and Credits

To apply on the salary schedule, all credits beyond the Bachelor's Degree must be graduate credits and carry a grade equivalent of B or higher. Undergraduate credits may be used toward advancement on the salary schedule upon the prior approval of the Superintendent, whose decision shall be final and binding, and shall not be subject to the grievance procedure. A

Teacher shall not advance more than one lane progression in any one school year. Any Bachelor's Degree Lane to the Masters Lane shall be considered one lane change.

Subd. 3. Prior Approval

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

Subd. 4. Effective Date

Individual contracts will be modified to reflect qualified lane changes once every school year effective June 15, September 15, or January 15 providing a transcript of qualified credits is submitted to the Superintendent's office no later than June 15, September 15 or January 15 of each year. Credits submitted by transcript after September 15 will be considered on January 15. Credits submitted by transcript after June 15 will be considered on September 15. Credits submitted after September 15 will be considered on January 15. Credits submitted by transcript after January 15 will be considered on June 15 and considered a lane change move in that year not the next. If a transcript is not available by June 15, September 15 or January 15, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Advanced Degree Program

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

Subd. 6. Application

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

Subd. 7. Concurrent Enrollment

A stipend of \$250 per semester will be paid for each concurrent enrollment class taught by the Teacher. Teachers interested in teaching a concurrent enrollment class will be approved by the Superintendent and will complete their coursework within the following guidelines:

By July 1st of 2021, you will need to have 18 credits in the content area.

By July 1st of 2020, you will need to have 12 credits in the content area.

By July 1st of 2019, you will need to have 6 credits in the content area.

The District is not responsible for tuition. Credits can be used toward lane changes.

Subd. 8. Quarter hour credit

Semester credits are 1.5 times quarter hour credits. Lanes on salary schedule are quarter hour/semester credits.

Section 4. Prior Experience

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

Section 5. Step Advancement

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

Section 6. Pay Deduction

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

Section 7. Substitute Teachers

Substitute Teachers who are Bargaining Unit members and whose assignment is less than a full school year shall be compensated at the Bachelor's Degree (BS) lane and Step 2. Bargaining Unit members shall receive one (1) paid sick day for every 30 consecutive days worked.

Section 8. Payment of Salaries

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

Section 9. Staff Sharing

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

Subd. 7.

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

Subd. 8.

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

ARTICLE VII - EXTRA COMPENSATION

Section 1. Co-curricular Schedule

Subd. 1.

The wages and salaries reflected in the Schedules C and D, attached hereto, shall be effective only for the 2019-2021 school years.

Subd. 2. Extra Compensation

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

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

Employees need to submit voucher by 6th to receive on the 15th and by the 20th to receive payment on the 30th.

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

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

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

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

Section 2. Extra Class Load

A Teacher assigned an extra academic class will be paid 8% of Teacher's rate of pay per semester. This provision does not apply to independent study or to such special areas as media, music, counselor, social worker, etc. Any extra class meeting less than 5 hours per week will be prorated. Before making an assignment, the District shall first seek qualified volunteers for an extra class.

Section 3. Homebound Instruction and Tutoring

The District shall compensate a Teacher the hourly rate of a 20+ day substitute Teacher divided by 6 for each hour of homebound instruction. Actual mileage from Teacher's base school to the student's home and return will be paid at the IRS approved mileage rate. The homebound instruction program needs to be approved by the Administration.

Section 4. Mileage

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

Section 5. Student Teachers

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

Section 6. Combination Class

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

Section 7. Independent Study

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

Section 8. Online Learning

Online class enrollment will be determined by averaging the previous three years enrollments of the traditional class. Online classes will serve plus or minus 20% of the average. Enrollment will not exceed the 20% cap. If a class has not been offered the previous three years, the most recent enrollment(s) will be utilized. Classes not previously offered will not exceed 30 students. Online classes still follow the contract for overload, 5-1-1, preps and other pertinent language.

ARTICLE VIII - GROUP INSURANCE

Section 1. Selection

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

Section 2. Health and Hospitalization Insurance

The School District shall contribute a sum not to exceed the full premium for VEBA 865 individual coverage and the following amounts per month for single plus one and dependent coverage for each full-time Teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan for 2019-2020. The School District shall contribute a sum not to exceed the following amounts per month for single, single plus one and dependent coverage for each full-time Teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan for 2020-2021:

2019-2020	2020-2021
Full VEBA /traditional individual coverage (highest individual cost)	\$1018.25 for single coverage
\$1622.71 for single plus one coverage	\$1622.71 for single plus one coverage
\$1651.71 for dependent coverage	\$1651.71 for dependent coverage
	(If the increased cost of VEBA 865 single (or traditional single) is less than \$ negotiated, that amount will be divided equally between the other two policies)

2019-2020: Any additional cost of the premium for single plus one or dependent coverage shall be borne by the Teacher and paid by payroll deduction. The contribution for a full-time Teacher whose spouse is also employed full-time by the District, and said spouse, shall not exceed the amount of the single basic premium for one Teacher and the District's contribution for family coverage for the other Teacher, in no event shall either Teacher receive any cash reimbursement.

2020-2021: Any additional cost of the premium for single, single plus one or dependent coverage shall be borne by the Teacher and paid by payroll deduction. The contribution for a full-time Teacher whose spouse is also employed full-time by the District, and said spouse, shall not exceed the amount of the District's contribution for single coverage for one Teacher and the District's contribution

for family coverage for the other Teacher, in no event shall either Teacher receive any cash reimbursement.

Section 3. Term Life

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

Section 4. Dental Insurance

A dental insurance plan will be provided by the School District for all full-time Teachers, subject to provisions set forth by the insurance carrier. The School District shall contribute a monthly amount up to \$25.00 in 2019-2021 toward the cost of the premium for each full-time Teacher for single, dependent or family coverage.

Section 5. Income Protection Insurance

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

Section 6. Annuities

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

Section 7. Premium Payments

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

Section 8. Claims Against the School District

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

Section 9. Duration of Insurance Contributions

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

Section 10. Eligibility

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

Section 11. Health Reimbursement Arrangement

The health insurance plan will have an option of a VEBA Plan which includes district contributions to an HRA (health reimbursement arrangement). The HRA funds will be held in trust for the benefit of the individual employee.

Subd. 1.

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

The annual district HRA contribution will be either full out of pocket maximum for qualifying employees who elect single, employee plus one or family coverage or no contribution toward HRA, whichever the employee chooses. The out of pocket maximum and premium will total the negotiated amount. If out of pocket maximum goes up, the employer will pay less towards premiums so the total dollars paid toward out of pocket maximum and premium combined is equal to the total dollar negotiated for the district to pay.

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

Subd. 2.

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

Subd. 3.

Employees who have spouses who are employed by the district will be eligible for single/family amount of HRA insurance contribution.

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

Subd. 7.

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

Subd. 8.

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

Subd. 9.

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

Subd. 10.

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

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

Section 12. Post Retirement Health Care Savings Plan

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

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1.

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

Subd. 2.

Unused sick leave shall accumulate to a maximum of 115 days per Teacher accrued at the rate of 16 days per year of service to an end of the maximum of 131 days. At the end of the school year all qualified Teachers will return to 115 days maximum credit.

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

Subd. 7.

Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8.

Notification of earned sick leave will be electronically.

Subd. 9.

Under extraordinary circumstances, staff may donate three (3) sick days, comp time or personal leave to a staff person who has no sick leave, comp or personal leave left, with Superintendent's approval. Request for approval of donations must be made to the Superintendent prior to the depletion of sick leave, comp and personal leave.

Subd. 10.

ECFE/SCHOOL READINESS Teachers will earn eight (8) hours of sick leave for each 91 hours worked. Sick leave may be used as outlined in Article IX Leaves of Absence.

Section 2. Worker's Compensation

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

Section 3. Bereavement and Family Illness

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

Section 4. Personal Leave

Each year, a Teacher shall be granted three (3) non-accumulative personal leave days, with pay and deducted from sick leave. If a Teacher does not use their personal leave days they may sell the days back to the District at \$300 for 3 full days, \$150 for 2 full days, and \$50 for 1 full day.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Section 5. Child Care Leave

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

days notice. The ten (10) working days may be waived under unusual circumstances by mutual agreement.

Subd. 6.

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

Subd. 7.

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

Subd. 8.

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

Section 6. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 7. Professional Improvement and Extended Personal Leave

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

Subd. 1.

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

Subd. 2.

A Teacher who returns from such leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Teacher shall not accrue additional experience credit or leave time during the period of absence for such leave.

Subd. 3.

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

Section 8. Leave of Absence

A leave of absence up to one year may be granted to any tenured Teacher, upon written application and with the approval of the Superintendent, for personal reasons. The Teacher's continuing contract shall remain in effect and the Teacher shall retain all seniority, salary, and fringe benefits which were accrued prior to taking the leave. Such leave is without pay and fringe benefits.

Section 9. Five Year Leave of Absence

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

Section 10. Insurance Application

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

Section 11. Credit

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

Section 12. Eligibility

Full leave benefits provided in this Article shall apply only to full-time Teachers as defined in Articles X and XI. Part-time Teachers who are employed an average of at least fourteen (14) hours per week and 90 days in a school year shall be eligible for partial benefits proportional to the extent of their employment.

Section 13. Professional Organization

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

Section 14. Jury Duty

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

Section 15. Subpoena

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

Section 16. Family Medical Leave

(runs concurrent with contract)

Subd. 1.

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

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

ARTICLES X - HOURS OF SERVICE

Section 1. Basic Day

The Teacher's basic day, inclusive of lunch, shall be eight hours. On Fridays and days before vacations, Teachers will be allowed to leave after departure of the last student bus.

Section 2. Building Hours

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

Section 3. Compensatory Time

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

Subd. 1.

Compensatory time can be used in whole or half day increments.

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

Compensatory days which are not used may be sold back to the School District at the sub rate of pay upon the Teacher's request.

Section 4. Period

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

Section 5. Additional Activities

In addition to the basic school day, Teachers shall be required to reasonably participate in school activities beyond the basic Teacher's day as is required by the School Board or its designated representative. The normal duties for Teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities as determined by the Principal, Superintendent, or School Board. Teachers who supervise additional activities will be compensated according to the following:

Elementary Programs	}	
Junior High Athletic Events	}	
High School Concerts	}	See Schedule D
Class Plays	}	
High School Athletic Events	}	

A Wage Verification Form signed by the Supervisor of the event will indicate proof of supervision.

Section 6. Preparation Time

Secondary Teachers will be provided one period of preparation time during the student day. Elementary Teachers will be provided preparation time comparable to secondary preparation time in blocks of no less than one-half of the total time each during the student contact day. Preparation time is intended for Teachers, excluded are counselors and nurses.

ARTICLE XI - LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days

The School Board shall establish the number of school days and Teacher duty days for each school year and the Teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The school year for 2019-2020 shall consist of 183 Teacher duty days and for the 2020-2021 school year shall consist of 183 Teacher duty days. Waterville-Elysian-Morristown can have classes on Veteran's Day and Columbus Day.

Section 2. Emergency Closings

In the event of school closings for any emergency the Teacher agrees to teach on such days as the School District shall determine in lieu of such normal days canceled because of said emergency, with the exception of the first emergency closing day, which the Teacher will not be required to make up. Teachers are not required to report for work on days when school is canceled. If school is dismissed early due to inclement weather, Teachers will be allowed to leave after departure of the last bus.

Subd. 1.

In the event of energy shortage, severe weather, or other emergency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 2.

When a Teacher takes a personal day, which ends up being an emergency closing day that is required to be made up, the Teacher's personal day will be credited back.

Subd. 3.

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

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition

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

Section 2. Representative

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

Section 3. Definitions and Interpretations:

Subd. 1. Extension

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

Subd. 2. Days

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

Subd. 3. Computation of Time

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

Subd. 4. Filing and Postmark

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

Section 4. Time Limitation and Waiver

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

Section 5. Adjustment of Grievances

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

Subd. 1. Level I

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

Subd. 2. Level II

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

grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the Superintendent or the Superintendent's designee shall issue a decision in writing to the Teacher.

Subd. 3. Level III

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

Section 6. School Board Review

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

Section 7. Denial of Grievance

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

Section 8. Mediation

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

Section 9. Arbitration Procedures

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

Subd. 1. Request

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

Subd. 2. Prior Procedure required

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

Subd. 3. Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within

thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from Bureau of Mediation Services (BMS) within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing

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

Subd. 5. Decision

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

Subd. 6. Expenses

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

Subd. 7. Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have any jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein: nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel in considering any issue in dispute. In its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII - DISCIPLINE AND SUSPENSION

Section 1. Discipline

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

Section 2. Teacher Reprimand

The parties mutually recognize the concept of progressive discipline. Accordingly, normal disciplinary procedures shall be as follows:

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

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

Teacher has the right to have Association representative present at disciplinary meeting.

ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY REPORT

Section 1.

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

Section 2. Definitions

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

Subd 1. Teacher

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

Subd. 2. Qualified

“Qualified” shall mean a teacher who possesses a Minnesota Tier 3 or Tier 4 license in the subject matter or field taught.

Subd. 3. Seniority

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

Section 3. ULA

Subd. 1. Terms

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

Subd. 2. Notice

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

Subd. 3. Placement

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

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

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

Subd. 4. Affirmative Action Program

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

Subd. 5. Tie-Breaker

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

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

Subd. 6. Years of Service

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for reemployment insurance if otherwise eligible for such

compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 7. Dropping of License

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

Section 4. Realignment

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

Section 5. Reinstatement

Subd. 1. Process

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

Subd. 2. Notices

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

Subd. 3. Acceptance of Reemployment

A teacher placed on ULA shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher has ten (10) business days to accept the reinstatement position. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from.

Section 6. Establishment of Seniority List

Subd. 1. Placement

The School Board shall annually cause a seniority list by name, date of employment, qualification and subject matter or field to be prepared from its records. It shall thereupon post

such list in an official place in each schoolhouse of the District by November 15 and approved by the School Board by December 30.

Subd. 2. Appeal Process

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

Subd. 3. Final List

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

Section 6. Filing of Licenses

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

Section 7. Effect

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

Section 8. Procedure

Subd. 1. Notice to teachers

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

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

Subd. 2. Right to a hearing and decision

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

Section 9. Final Board Action

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

ARTICLE XV - PUBLIC OBLIGATION

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

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

Section 1. Eligibility

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

Subd. 1.

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

2019-2021

Years of Service in ISD 2143	Match
0-3	\$0
4-9	\$800
10-14	\$920
15-19	\$1,100
20-24	\$1,400
25+	\$1,700

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

ARTICLE XVII - LUMP SUM DISTRIBUTION OF SICK LEAVE

Section 1. Eligibility

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

Section 2. Rate of Pay

Subd. 1.

The Teacher shall be eligible to receive pay upon severance in the amount obtained by multiplying 25% of the unused number of sick leave days times his/her daily rate of pay. Number of days not to exceed thirty (30) days (sunset back to 20 days after the December 31, 2021 retirement letter submission deadline).

Section 3. Maximum Daily Rate

The maximum daily rate of pay will be 1.5 times BA step 2.

Section 4. Payment

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

Section 5. Beneficiary

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

Section 6. Timeline

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

ARTICLE XVIII - RETIREMENT HEALTH INSURANCE

Section 1. Eligibility

Teachers who have met the Rule of 90 (Number of years teaching in a Minnesota public school plus your age) and have twenty (20) years of full time service or the equivalent in the district shall be eligible for a district contribution toward health insurance.

Section 2. Timeline

Any Teacher who desires to retire at the end of the 2019-2020 school year must submit a letter of retirement to the board on or before June 15, 2020. Any Teacher who desires to retire at the end of the 2020-2021 school year must submit a letter of retirement to the board on or before December 31, 2020. The previous two (2) statements expire with the expiration of the 2019-2021 negotiated agreement unless otherwise negotiated. Any Teacher who desires to retire at the end of the 2021-2022 school year must submit a letter of retirement to the board on or before December 31, 2021.

Section 3. Contribution

Subd. 1.

Any Teacher who retired pursuant to Article XVIII Section 1 and Section 2 is eligible to receive a \$6,000 a year benefit for seven (7) years. (reverts back to a \$2,000 a year benefit for six (6) years after June 30, 2022 unless otherwise negotiated)

Subd. 2.

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

Subd. 3.

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

Section 4. Insurance Plan

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

Section 5. Payment

Subd. 1.

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

Subd. 2.

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

ARTICLE XIX - MEET AND CONFER

Section 1. Representation

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

Section 2. Meeting Dates

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

Section 3. Chairperson

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

Section 4. Agenda development

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

Section 5. Agenda Items

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

ARTICLE XX - DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2019, through June 30, 2021, and thereafter as provided by PELRA. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect

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

Section 3. Finality

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

Section 4. Severability

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

ARTICLE **XXI - EARLY CHILDHOOD FAMILY EDUCATION TEACHERS**

Section 1. Statutory Considerations

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

Section 2. Application of Agreement

The employment of ECFE/ SCHOOL READINESS Teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period

The probationary period of ECFE/ SCHOOL READINESS Teachers shall be three (3) school years of continuous service. During the probationary period the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/ SCHOOL READINESS Teacher, and the ECFE/ SCHOOL READINESS Teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/ SCHOOL READINESS Teacher may be suspended

or discharged only for just cause, and such ECFE/ SCHOOL READINESS Teacher shall have access to the grievance procedure.

Section 4. Seniority

A separate seniority list for ECFE/ SCHOOL READINESS Teachers shall be established. ECFE/ SCHOOL READINESS Teachers shall earn seniority in the School District from their original date of employment in an ECFE/ SCHOOL READINESS position.

Section 5. Layoff and Recall

An ECFE/ SCHOOL READINESS Teacher shall not have any rights to any other teaching position in the School District. ECFE/ SCHOOL READINESS Teachers shall be laid off and recalled within order of seniority with other ECFE/ SCHOOL READINESS Teachers.

Section 6. Compensation

ECFE/ SCHOOL READINESS Teachers shall be compensated pursuant to the specific ECFE/ SCHOOL READINESS salary schedule, **ECFE Schedule** (reference 2005-2009 contract which was generated from the 2006-07 Teacher salary Schedule B). (Cell dollars divided by 182 days times 8 hours.)

Section 7. Applicable Sections of the Master Agreement

ECFE/ SCHOOL READINESS Teachers shall be covered by the following sections of the Master Agreement:

- Article I, Purpose
- Article II, Recognition of Exclusive Representative
- Article III, Definitions
- Article IV, School District Rights
- Article V, Teacher Rights
- Article IX, Leaves of Absence
- Article XII, Grievance Procedure
- Article XIII, Progressive Discipline
- Article XV, Public Obligation
- Article XIX, Duration

Section 8. Sections of the Master Agreement not Applicable

ECFE/ SCHOOL READINESS Teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract Teachers:

- Article VI, Basic Schedules and Rates of Pay
- Article VII, Extra Compensation
- Article X, Hours of Service
- Article XI, Length of the School Year
- Article XIV, Unrequested Leave of Absence and Seniority Agreement

Section 9. Hours of Service, Duty Day, Duty Week, and Duty Year

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

Section 10. Preparation Time, Setup Time and Clean Up Time

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

Section 11. Coordinator Time

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

Section 12. Personal, Bereavement and Family Illness Leave

ECFE/ SCHOOL READINESS Teachers are entitled to 3 (three) personal and 5 (five) bereavement/family leave days, which will be deducted from total leave in 1/8 increments.

Section 13. Emergency Closing Days

In the event of school closings for any emergency, the Teacher is eligible to be compensated for lost hourly pay through said Teacher's sick leave.

Section 14. Lane Placement on Salary Schedule

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

Subd. 1. Germane

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

Subd. 2. Grades and Credits

To apply on the salary schedule, all credits beyond the Bachelor's Degree must be graduate credits and carry a grade equivalent of B or higher. Undergraduate credits may be used toward advancement on the salary schedule upon the prior approval of the Superintendent, whose decision shall be final and binding and shall not be subject to the grievance procedure. A Teacher shall not advance more than one lane progression in any one (1) school year. BS 45 to Masters shall be considered one lane change.

Subd. 3. Prior Approval

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

Subd. 4. Effective Date

Individual contracts will be modified to reflect qualified lane changes once every school year effective at the beginning of the school year providing a transcript of qualified credits is submitted to the Superintendent's office no later than September 15 of each year. Credits submitted by transcript after September 15 even though otherwise qualifying shall not be considered until the following school year. If a transcript is not available by September 15, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Advanced Degree Program

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

Subd. 6. Application

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

Subd. 7. Quarter hour credit

Semester credits are 1.5 times quarter hour credits. Lanes on salary schedule are quarter hour/semester credits.

Section 15. Payment of Salaries

Teacher will be paid on the 15th and 30th of the month, based on time sheets. The School District will give the Teachers the option of direct deposit. Once direct deposit has been applied for, it will continue yearly unless changed by written notice. Checks will be issued on the last working day of the business office, if a pay date falls on a holiday or weekend. Unless the holiday is on a Monday, then the checks will be issued on a Tuesday.

Section 16. Group Insurance Selection

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

Section 17. Health and Hospitalization Insurance

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

2019-2020	2020-2021
Full VEBA /traditional individual coverage (highest individual cost)	\$1018.25 for single coverage
\$1622.71 for single plus one coverage	\$1622.71 for single plus one coverage
\$1651.71 for dependent coverage	\$1651.71 for dependent coverage

2019-2020 SCHEDULE A

sem qtr	BS	BS 10 BS+15	BS 20 BS+30	BS 30 BS+45	BS 40 BS+60	BS 50/MS BS+75/MS	MS 10 MS+15	MS 20 MS+30	MS30 MS+45
2	32,697	33,648	34,651	35,730	37,135	37,804	38,786	39,793	40,793
3	33,227	34,143	35,149	36,231	37,638	38,305	39,287	40,353	41,410
4	33,827	34,707	35,714	36,795	38,208	38,877	39,859	40,949	42,032
CI5	35,993	36,851	37,874	38,974	40,411	41,087	42,084	43,218	43,295
6	36,927	37,827	38,903	40,057	41,562	42,246	43,297	44,467	45,630
7	38,331	39,273	40,407	41,619	43,201	43,882	44,987	46,174	47,353
8	39,750	40,733	41,919	43,169	44,847	45,527	46,636	47,896	49,100
9	41,120	42,152	43,393	44,720	46,451	47,136	48,344	49,643	50,905
10	42,504	43,579	44,874	46,257	48,059	48,709	50,007	51,402	52,756
11	43,934	45,049	46,401	47,845	49,724	50,404	51,726	53,182	54,600
12	45,425	46,634	48,066	49,594	51,553	54,214	55,610	57,087	58,526
CI13	46,475	47,684	49,116	50,644	52,603	55,264	56,660	58,137	59,576
CI14	47,525	48,734	50,166	51,694	53,653	56,314	57,710	59,187	60,626
CI16	48,975	50,184	51,616	53,144	55,103	57,764	59,160	60,637	62,076
CI18	50,625	51,834	53,266	54,794	56,753	59,414	60,810	62,287	63,726
CI20	53,875	55,084	56,516	58,044	60,003	62,664	64,060	65,537	66,976

\$1,050 CI 5

CI service years = step hired + years in district

\$1,050 CI 13

lanes are identified as quarter hour credits or semester credits

\$1,050 CI 14

step not classified as CI's are eligible for % increase

\$1,450 CI 16

\$1,650 CI 18

\$3,250 CI 20

2020-2021 SCHEDULE B

sem qtr	BS	BS 10 BS+15	BS 20 BS+30	BS 30 BS+45	BS 40 BS+60	BS 50/MS BS+75/MS	MS 10 MS+15	MS 20 MS+30	MS30 MS+45
2	33,744	34,725	35,760	36,874	38,324	39,014	40,027	41,067	42,098
3	34,291	35,235	36,274	37,390	38,842	39,531	40,545	41,644	42,735
4	34,910	35,817	36,857	37,973	39,431	40,121	41,134	42,259	43,377
CI5	37,111	37,996	39,052	40,188	41,670	42,368	43,397	44,567	45,731
6	38,075	39,004	40,115	41,305	42,859	43,564	44,649	45,856	47,056
7	39,524	40,497	41,667	42,917	44,550	45,252	46,393	47,618	48,835
8	40,988	42,003	43,227	44,517	46,249	46,950	48,146	49,395	50,638
9	42,402	43,467	44,748	46,117	47,904	48,611	49,857	51,198	52,501
10	43,831	44,940	46,276	47,704	49,564	50,234	51,573	53,013	54,411
11	45,306	46,457	47,852	49,343	51,282	51,984	53,347	54,850	56,313
12	46,845	48,093	49,570	51,148	53,169	55,915	57,356	58,880	60,366
CI13	47,945	49,193	50,670	52,248	54,269	57,015	58,456	59,980	61,466
CI14	49,045	50,293	51,770	53,348	55,369	58,115	59,556	61,080	62,566
CI16	50,595	51,843	53,320	54,898	56,919	59,665	61,106	62,630	64,116
CI18	52,345	53,593	55,070	56,648	58,669	61,415	62,856	64,380	65,866
CI20	55,695	56,943	58,420	59,998	62,019	64,765	66,206	67,730	69,216

\$1,050 CI 5

CI service years = step hired + years in district

\$1,100 CI 13

lanes are identified as quarter hour credits or semester credits

\$1,100 CI 14

step not classified as CI's are eligible for % increase

\$1,550 CI 16

\$1,750 CI 18

\$3,350 CI 20

SCHEDULE C

CO-CURRICULAR ASSIGNMENTS

	2019-2020	2020-2021
Football, Volleyball, Basketball, Wrestling & Gymnastics		
Head	5,113	5,277
1st Assistant	3,645	3,761
2nd Assistant	2,911	3,004
3rd Assistant	2,424	2,501
Junior High	2,191	2,261
Saturday Basketball and Wrestling	1,375	1,419
Junior High (14 week basketball programs)	2,424	2,501
Baseball, Softball, Track, & Cross Country		
Head	4,231	5,277
1st Assistant	2,947	3,761
2nd Assistant	2,411	3,004
Junior High	1,736	2,261
Cheerleading & Danceline		
Head	2,955	3,049

SCHEDULE D

ASSIGNMENT	2019-2020	2020-2021
Activities Director	5,721	5,904
AFS	1,222	1,261
AVID Coordinator	2,500	2,580
Band – Dixieland	818	844
Band – Jazz	818	844
Band – Pep	1,371	1,415
Band – School Marching	553	571
Band – Summer Hourly Wage (Max of \$5563)	29.83	30.78
Band – Summer Marching (Per Local Parade-Per Day)	228	236
Band – Summer Marching (Per State Fair)	553	571
Chaperone Bus/Dance (1-4 hours)	32.79	33.84
Chaperone Bus/Dance (4 + hours)	65.60	67.70
Choir – Swing (Echo)	1,635	1,687
Choir - Honors (Gifted and Talented Hourly Rate)	29.83	30.78
Class Advisor – Junior (per team)	2,581	2,663
Class Advisor – Senior (per team.)	1,257	1,297
District Computer Coordinator	5,682	5,863
Drivers Education (School Year)	1,873	1,933
Drivers Education (Summer) (Per Hour)	29.83	30.78
FCCLA	1,424	1,470
FFA	1,424	1,470
Gifted and Talented (Per Hour)	29.83	30.78
Grant Writing (Per Hour)	29.24	30.17
<i>District has the right to employ person not on staff</i>		
Hall/Playground Supervision (Per Hour)	16.44	16.97
Head Supervisor/Coordinator	57.31	59.14
<i>Industrial Technology Display, Art Displays, Spelling Bee, Geography Bee, Poet/Author Program</i>		
Head Supervisor/Coordinator	95.52	98.58
<i>Music Programs, Kindergarten Language Programs</i>		

ISS Supervision – After School (Per Hour)	24.32	25.10
ISS Supervision – Saturday (Per Hour)	29.24	30.17
<i>ISS Supervision – Mileage Paid for Saturday</i>		
Knowledge Bowl Coach	1,570	1,620
Math Masters (Gifted and Talented Hourly Rate)	29.83	30.78
Minnesota Honor Society	578	597
PACT	280	289
WEM Stock - Director	1,764	1,821
Play – Musical Assistant	1,261	1,302
Play – Director (Per Play)	1,764	1,821
Play – Junior High	1,141	1,178
Play – One Act	826	853
Play – Technical Director/Set Designer	293	302
School Paper	1,446	1,492
Special Olympics Coordinator	1,349	1,392
Speech – Assistant	1,091	1,126
Speech (Declam)	1,684	1,738
Student Council	1,198	1,236
Summer School (Per Hour)	32.40	33.43
Supervisor Additional Activities Art X, Section 4	31.83	32.85
<i>Elementary Programs, Junior High Athletic Activities, High School Concerts, Class Plays</i>		
Supervisor Additional Activities Art X, Section 4	57.31	59.14
<i>High School Athletic Events/others (about 4 hrs)</i>		
Yearbook – K-8	1,350	1,393
Yearbook – Senior High	2,073	2,140

SCHEDULE E

NOTICE OF ASSIGNMENT

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

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

LANE/STEP/SERVICE YEAR _____

SALARY \$ _____

Summer pay and/or additional assignments: \$ _____

3. 403B current contribution amount: \$ _____
- 403B matching funds: \$ _____ *

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

"An equal opportunity employer"

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

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

SCHEDULE F

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

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

OFFICIAL'S SIGNATURE _____ Dated: _____

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

ECFE SCHEDULE

2019-2020

SEM	BS	BS 10	BS 20	BS 30
QTR		BS+15	BS+30	BS+45
2	23.49	24.11	24.82	25.60
3	23.89	24.47	25.19	25.96
4	24.30	24.86	25.59	26.36
5	24.76	25.28	26.00	26.78
6	25.41	25.97	26.74	27.54
7	26.40	27.00	27.80	28.65
8	27.41	28.02	28.87	29.75
9	28.38	29.03	29.89	30.83
10	29.36	30.03	30.94	31.93
11	30.38	31.07	32.02	33.04
12	31.43	32.20	33.20	34.28
13	32.74	33.54	34.58	35.71

2020-2021

SEM	BS	BS 10	BS 20	BS 30
QTR		BS+15	BS+30	BS+45
2	23.49	24.11	24.82	25.60
3	23.89	24.47	25.19	25.96
4	24.30	24.86	25.59	26.36
5	24.76	25.28	26.00	26.78
6	25.41	25.97	26.74	27.54
7	26.40	27.00	27.80	28.65
8	27.41	28.02	28.87	29.75
9	28.38	29.03	29.89	30.83
10	29.36	30.03	30.94	31.93
11	30.38	31.07	32.02	33.04
12	31.43	32.20	33.20	34.28
13	32.74	33.54	34.58	35.71

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

For Waterville-Elysian-Morristown
Education Association

For Independent School District #2143

W-E-M EA President - Rachael Wetzel

W-E-M School Board Chairperson - Pam Baker

Chief Teacher Negotiator - Anna Skidmore

Chief Board Negotiator - Pam Baker

Dated _____, 2020

Dated _____, 2020