

+

**INDEPENDENT
SCHOOL DISTRICT #595**

**East Grand Forks Public
Schools**

**EGFEA
Master Contract**

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

TABLE OF CONTENTS

ARTICLE I	4
PURPOSE OF AGREEMENT	4
ARTICLE II	4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III	4
DEFINITIONS	4
ARTICLE IV	5
SCOPE OF CONTRACT	5
ARTICLE V	6
EMPLOYEE'S RIGHTS AND OBLIGATIONS	6
ARTICLE VI	7
EMPLOYER'S RIGHTS AND OBLIGATIONS	7
ARTICLE VII	7
ASSOCIATION DUES DEDUCTION	7
ARTICLE VIII	8
CONTRACT GRIEVANCE	8
ARTICLE IX	9
GROUP INSURANCE	9
ARTICLE X	13
LEAVES OF ABSENCE	13
ARTICLE XI	21
HOURS OF SERVICE	21
ARTICLE XII	23
LENGTH OF THE SCHOOL YEAR	23
ARTICLE XIII	24
UNREQUESTED LEAVE OF ABSENCE	24
ARTICLE XIV	28
SEVERANCE PAY	28
Schedule A	32
SALARY SCHEDULE	32
Schedule B	33
EXTRA-CURRICULAR ACTIVITIES	33
Schedule C	36
EXTRA DUTY ASSIGNMENT PAY SCHEDULE	36
Schedule D	38
PART-TIME TEACHERS	38
Schedule E	40
HOURLY TUTORS	40

Schedule F	40
PAY DATES	40
Schedule G	41
SUMMER SCHOOL TEACHING RATE	41
CURRICULUM WORK	41
BEHIND-THE-WHEEL DRIVER'S TRAINING	41
DRIVER TRAINING CLASSROOM	41
Schedule H	42
VOUCHER TIME FOR SENIOR HIGH COUNSELORS	42
Schedule I	42
MANDATORY TRAINING OR MEETINGS FOR TEACHERS OUTSIDE OF CONTRACTED HOURS	42
Schedule J	42
MENTORING	42
ARTICLE XV	42
INDIVIDUAL TEACHER CONTRACT	42
ARTICLE XVI	42
SECTION 125	42
ARTICLE XVII	42
PLACEMENT ON SALARY SCHEDULE	42
ARTICLE XVIII	44
CONTRACT EXECUTION	44
ARTICLE XIX	44
PUBLICATION OF THE AGREEMENT	44
ARTICLE XX	44
CONFORMITY TO LAW	44
ARTICLE XXI	44
PEER ASSISTANCE	44
ARTICLE XXII	44
PROGRESSIVE DISCIPLINE	44
ARTICLE XXIII	45
DURATION	45

ARTICLE I PURPOSE OF AGREEMENT

THIS AGREEMENT, entered into between the School Board of Independent School District No. 595; East Grand Forks, Minnesota (hereinafter referred to as the School Board), and the East Grand Forks Education Association (hereinafter referred to as the EGF Education Association), 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 term of this Agreement. The term teacher as used herein shall have that meaning as defined in Article III of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the PELRA, the School Board recognizes the EGF Education Association as the exclusive representative of teachers employed by the School Board of Independent School District No. 595. The EGF Education Association, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

ARTICLE III DEFINITIONS

It is agreed that the following terms shall have the assigned meanings for the purpose of this contract:

- A. *School Board* -- means the "public employer" for Independent School District No. 595, East Grand Forks, Minnesota whose members have been duly elected to serve on the School Board for purposes, rights and obligations as provided by law, or its designated representative.
- B. *Employee Organization* -- means any union or organization of teachers whose purpose is, in whole or in part, to deal with the School Board concerning grievances and terms and conditions of employment. (179A.01 subd. 6)
- C. *The phrase "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 for severance pay, and the employer's personnel policies affecting the working conditions of the employees. The phrase does not include the educational policies of the School District. The phrase is subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.
- D. The word "Teacher" shall mean all persons employed by the School District in a position for which the person must be licensed or certified by the PELSB, in a position providing instruction to children in a prekindergarten or early learning program pursuant to MN Statutes 179A.03 or are otherwise defined as teachers in MN Statutes 179A.03. This definition shall not include the superintendent or an assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, or supervisory employees.
- E. *School District* -- means Independent School District No. 595, East Grand Forks, Minnesota.

- F. *Exclusive Representative* -- means the East Grand Forks Education Association.
- G. *Meet and Confer* -- means an exchange of views and concerns between the School Board and their respective teaching employees. (179A.01 subd. 10)
- H. *Meet and Negotiate* -- means the performance of the mutual obligations of the School Board and the Exclusive Representative to meet at reasonable times, including where possible meeting in advance of the budget-making process, with the good faith intent of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession. (179A.01 subd. 2)
- I. *Contract Grievance* -- means a dispute or disagreement and is limited to the interpretation or application of any term or terms of this contract including any disciplinary action resulting from the same and shall employ in settlement all steps set forth in this contract including arbitration if required by Minnesota law.
- J. *Authorized Representative* -- means persons authorized with fully delegated power to sign this contract. They shall be the president of the employee organization who holds exclusive representative rights, the exclusive representative negotiating chairperson, and the President and Clerk of the School Board.
- K. *Parties* -- means the School Board or its delegated representative or the appropriate unit of the exclusive representative.
- L. *Appropriate Units* -- "Appropriate unit" or "units" means a unit of employees, excluding supervisory employees, confidential employees and principals and assistant principals, as determined pursuant to Section 179A.09 to 179A.02 and in the case of the school districts, the term means all the teachers in the district. (179A.01 subd. 2)
- M. *Day – Day for use with grievance timeline means District business days.*

ARTICLE IV SCOPE OF CONTRACT

It is further agreed that the scope of this contract sets forth limits as well as enabling measures, but it is governed by other limitations provided by Minnesota law and that if any part of this agreement is contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- A. This contract shall include all teachers as defined in this contract, except: the Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, emergency employees, confidential employees, supervisory employees, essential employees and all others excluded by PELRA.
- B. The School Board shall not meet and negotiate or meet and confer with any employees or group of employees who are at the time designated as a member of, or part of, an appropriate employee unit except through the exclusive representative. Likewise, the Exclusive Representative shall not meet and negotiate or meet and confer with any employee or officer of the School District except

those who have been authorized to meet and negotiate or meet and confer with the exclusive representative by the School Board.

- C. This contract shall be binding upon both parties and all teachers for the duration of the contract and shall not be subject to expansion, revision or deletion.
- D. When the exclusive representative desires to meet and amend this agreement, written notice of such intent shall be given to the School Board and the State Director. (179A.14)
- E. Upon agreement, the School Board and the exclusive representative shall execute a written contract or memorandum of contract. (179A.20)
- F. The scope of the agreement is intended to include all existing and amended guidelines of the PELRA.

ARTICLE V EMPLOYEE'S RIGHTS AND OBLIGATIONS

All rights and obligations as set forth in M.S. 179A.06 of the PELRA are hereby recognized by the School Board and the Exclusive Representative and compliance by both parties is pledged together with all laws affecting the parties.

OTHER RIGHTS AND OBLIGATIONS

- A. The Exclusive Representative will select a committee of teachers and/or teacher representatives to meet and negotiate or meet and confer with the School Board and/or Board Representative.
- B. The duly authorized representative of the Exclusive Representative and their respective affiliates shall be permitted to transact official business of the Exclusive Representative on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior administrative approval will be required for large group meetings.
- C. The Exclusive Representative shall have the right to use school facilities and equipment at reasonable times and with prior administrative approval when such equipment is not otherwise in use except for school vehicles. The Exclusive Representative shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Board agrees to make available to the Exclusive Representative in response to reasonable requests, such items or information that is normally available to the general public, together with information, which may be necessary for the Exclusive Representative to process any contract grievance.
- E. Pursuant to the PELRA, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Exclusive Representative for the purpose of engaging in negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Minnesota, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act of other laws of Minnesota or the Constitutions of Minnesota and the United States; that it will not discriminate against any teacher with respect to

terms or conditions of employment by reason of membership in the Exclusive Representative, his/her participation in any activities of the Exclusive Representative with the Board, or his/her institution of contract grievance, complaint or proceeding under this contract or otherwise with respect to any terms or conditions of employment.

- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Minnesota School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- G. Upon request of the EGF Education Association, the District shall provide in electronic form to the EGF Education Association the names, school email address, full-time equivalency (FTE) status, worksite placement, and assignment of all bargaining unit members employed by the District. Requests shall be filled within five (5) working days of that request.

ARTICLE VI EMPLOYER'S RIGHTS AND OBLIGATIONS

All rights and obligations as set forth in M.S. 179A.07 of the PELRA are hereby recognized by the Exclusive Representative and the School Board and compliance by both parties is pledged together with all laws affecting the parties.

The School Board cites rights for emphasis in this agreement but should in no way be construed to limit other rights of the Board provided by law or inherent to management.

- A. The School Board reserves the right to classify and set job specifications for positions in the district and to delineate boundaries of responsibility for teachers.
- B. The School Board shall not be required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- C. Any dispute or disagreement as to the interpretation or application of any such state or federal law, rule, regulation, or order shall not be subject to the jurisdiction of any arbitrators.

ARTICLE VII ASSOCIATION DUES DEDUCTION

Section 1 Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of the dues-check-off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month preceding October 1 each year. Cancellation must be in writing and forwarded to the payroll office within that month.

Pursuant to such authorization, the Board shall deduct one-eighth of such dues each month for eight months, beginning in October and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school term.

With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to remit promptly to the specified organization, one payment per month to the local treasurer for local, state, and national dues accompanied by an alphabetical list of teachers for whom such deductions were made. The organizations agree to promptly advise the Board of all members of their organizations in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article.

Section 2 The exclusive representative shall indemnify and hold the School District harmless against all claims, judgments or orders issued against the School District in the administration of this Article.

ARTICLE VIII CONTRACT GRIEVANCE

Definition: A dispute or disagreement as to interpretation or application of any term or terms of this contract or any disciplinary action. The grievance can be initiated only by the Exclusive Representative. The aggrieved party(ies) have the option of attending any or all meetings.

Procedure: The parties acknowledge that it is usually most desirable for the Exclusive Representative and the building principal, director, or the appropriate administrator to resolve problems through free and informal communication. However, should such informal process fail to satisfy the Exclusive Representative, the grievance may be processed as follows:

Step I: If the complaint is not resolved in the initial informal meeting between the building principal, director, or the appropriate administrator and the aggrieved parties and the Exclusive Representative, and no more than twenty (20) days have elapsed since the occurrence prompting the complaint, then the Exclusive Representative must present the grievance in writing within five (5) days to the Superintendent of Schools who will arrange for a meeting to be held within ten (10) days. The Exclusive Representative, building principal, director or the appropriate administrator and the Superintendent or designee will be present for the meeting. The Superintendent must provide the Exclusive Representative with a written answer on the grievance within ten (10) days.

Step II: If the grievance is not resolved in Step I, then the Superintendent must refer the grievance to the School Board or its Representative, who will meet with the Exclusive Representative at a regular or special called meeting, but in no case shall this period of time extend beyond twenty (20) days. Unlimited number of meetings may be held on the grievance, but when either party requests a formal answer, it shall be given in writing within ten (10) days of the request.

Step III: If within ten (10) days of receipt of the written answer, the response in Step II does not satisfy either of the parties and no further meetings are agreed upon, then the parties acknowledge the right to submit the grievance to arbitration as provided by Minnesota law. If the law does not agree to arbitrate a specific issue, then the grievance shall terminate at Step II.

Step IV: If the Exclusive Representative is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided the grievance may be submitted to arbitration before an impartial arbitrator. The exclusive representative shall have thirty (30) working days from the date of the formal answer resulting from Step II to notify the Superintendent in writing of its intention to arbitrate the dispute. If the parties cannot agree as to the arbitrator within ten (10) working days from the notification date that the arbitration will be pursued, he/she shall be selected by the Bureau of Mediation Services (BMS) in accord with its rules which should likewise govern the arbitration proceedings. Both parties shall share the fees and expenses of the arbitrator equally. The request to BMS to appoint an arbitrator shall be made within twenty (20) working days after it is determined that the parties cannot agree to an arbitrator. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

ARTICLE IX GROUP INSURANCE

A. **Health Insurance:** The school district shall contribute up to \$992.78/month for 2025-26 and \$1042.42/month for 2026-27 for those full-time employees taking coverage (whether single or dependent) in the school district's Group Health and Hospital Plan. Two full-time employees can pool their single monthly school district contribution towards one dependent health care policy. The maximum amount pooled shall be the lessor of the district monthly contribution or the cost of the two single health insurance policies. If the cost of the policy is lower than the above limits the school district assumes only the total cost of the insurance plan.

Health Savings Account Language:

Section 1 High Deductible Health Plan:

Subd. 1 The District shall make available a high deductible health plan ("HDHP") described in summary and available by request from the District to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, the District shall contribute:

2025-26: The school district shall contribute up to \$992.78/month for 2025-26 for those full-time employees taking coverage (whether single or dependent) in the school district's Group Health and Hospital Plan. Two full-time employees can pool their single monthly school district contribution towards one dependent health care policy. The maximum amount pooled shall be the lessor of the district monthly contribution or the cost of the two single health insurance policies. If the cost of the policy is lower than the above limits the school district assumes only the total cost of the insurance plan.

2026-27: The school district shall contribute up to \$1,042.42/month for 2026-27 towards the annual premium cost for group health coverage for those full-time employees taking coverage (whether single or dependent) in the school district's Group Health and Hospital Plan. Two full-time employees can pool their single monthly school district contribution towards one dependent health care policy. The maximum amount pooled shall be the lessor of the district monthly contribution or the cost of the two single health insurance policies. If the cost of the policy is lower than the above limits the school district assumes only the total cost of the insurance plan.

Section 2 **Establishment of HSA:**

Subd. 1 Introduction

The District shall make a Health Savings Account (“HSA”) arrangement available subject to the terms of this agreement for eligible bargaining unit members who elect to participate in the High Deductible Health Plan.

Subd. 2 Eligibility

Employees may be eligible to establish and contribute to an HSA under this arrangement if they meet the following requirements:

The employee must be eligible for and enrolled in a high-deductible health plan (“HDHP”) established by the District and described in Section 223 of the Internal Revenue Code (“Code”).

The employee may not enroll in or be covered by any health plan that is not a high deductible health plan (“Disqualifying Coverage”).

For this purpose, disqualifying coverage includes coverage under (1) a general-purpose health flexible spending arrangement (a “health FSA”) that is part of a cafeteria plan under Section 125 of the Code and that is made available through the employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the District or through the employer of a spouse or dependent, and (3) coverage under Medicare, Medicaid, or TRICARE.

The employee may not be claimed as a dependent by another taxpayer (other than his or her spouse) on the taxpayer’s individual income tax return.

The District is not responsible for determining whether employees are eligible to establish or contribute to an HSA. Once an HSA is established, it belongs to the employee. The employee has sole control and is exclusively responsible for his or her HSA. The District is unable to respond to individual tax questions, and employees should consult with a tax professional if necessary.

Subd. 3 Health Savings Accounts

The District shall designate a custodian to receive contributions to health savings accounts (“HSAs”), as defined in Section 223 of the Code. Eligible employees who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA (“HSA-Eligible Employees”), may contribute and receive employer contributions to an HSA through the employer’s cafeteria plan

under Section 125 of the Code. The District is only required to make or forward contributions to the HSA custodian it designates. Information on the HSA custodian is available by request from the District.

The decision to establish an HSA with the custodian selected by mutual agreement between the District and EGF Education Association is completely voluntary. The District may not: (i) limit the ability of employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the effective date are eligible for reimbursement), the District may establish and contribute to HSAs as of the effective date for all HSA-eligible employees. Employees agree to complete, sign, and return an enrollment application and HSA custodial agreement. The District makes no representation as to the date that an HSA will be treated as established by the IRS, and recommends that employees complete, sign, and return an enrollment application on or before the effective date.

The District will make contributions to the HSAs of HSA-eligible employees in accordance with the following schedule:

2025-27

Insurance Coverage: For employees who are enrolled in single coverage under the HDHP, the District will contribute an amount equal to the difference between the District's premium contribution for health insurance coverage (see Article IX, Subd. A) and the cost of the premium under the HDHP plan.

Example:	District Contribution	\$497.04 per month
	Insurance Cost	\$464.00 per month
	Difference	\$ 33.04 contribution to HSA

The District is entitled to rely on any statement by employees that they are eligible for an HSA. However, the District shall not make or forward any contribution to an HSA if the District has actual knowledge that the employee is not eligible to contribute to an HSA.

The contribution will be made on a monthly basis over the HDHP plan year.

If an HSA-eligible employee enters the HDHP as a participant on a date after the first day of the HDHP plan year, the employer shall prorate the amount of the employer contribution to reflect the late entry.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason. The District is not responsible for monitoring when or whether an employee becomes ineligible for this purpose. All contributions to HSA will be done through payroll deduction.

Subd. 4 Payment of Administrative Fee

Administrative fees allocable to individual HSAs of employees who are participants in the HDHP shall be paid from the HSA. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If District contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Subd. 5 Coordination with other Coverage

General Rule. No contributions will be made to HSAs of employees who have other coverage through the employer that is disqualifying coverage.

Coordination with Other Coverage. If an employee participates in other health coverage offered by the District, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health plan year, the employee shall decline coverage under the health plan for the plan year, or shall elect limited purpose coverage under the health plan for that year.

Subd. 6 Employees selecting single medical coverage shall not receive a cash reimbursement for the difference coverage benefits.

B. **Dental Insurance:** The school district shall contribute up to \$59.14/month for 2025-26 and \$59.14/month for 2026-27 towards the premium costs for those full-time employees taking coverage (whether single or dependent) in the school district's Group Dental Plan. Two full-time employees can pool their single monthly school district contribution towards one dependent dental policy. The maximum amount pooled shall be the lessor of the district monthly contribution or the cost of the two single dental insurance policies. If the cost of the policy is lower than the above limits the school district assumes, only the total cost of the insurance plan.

C. **Term Life Insurance:** The school district shall contribute \$20.69/month for 2025-26 and \$20.69/month for 2026-27 towards the premium cost of a term life insurance policy with accidental death and dismemberment coverage.

Section 1 The school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 2 The benefits provided in this Article are for full-time personnel. All part-time employees shall take part in the insurance benefit as defined in Schedule K.

Section 3 The district and the insurance committee will meet to review and select the coverage available prior to the expiration date of the Master Contract for all applicable insurances.

ARTICLE X LEAVES OF ABSENCE

A. **SICK AND SICK & SAFE TIME LEAVE**

Beginning on January 1, 2024, the MN statutes 181.940 et. seq. regarding Earned Sick and Safe Time (ESST) will take effect.

Section 1 Earning: A full-time teacher employed as a teacher shall earn 12 days of combined sick leave/sick and safe time leave (ESST) each year of employment by the School District. As of January 1, 2024, and thereafter, the first forty-eight (48) hours (6) days of sick leave accrued each year shall be designated as ESST as per Mn Statute 181.940 et. seq. The remainder of the days earned for that school year will be applied to the sick leave accumulation.

Subd. 1 Accumulation: Unused Sick and Sick & Safe Time Leave days may accumulate to an unlimited amount of days of sick leave per teacher.

Subd. 2. Sick & Sick & Safe Time Use: ESST Leave with pay shall be allowed for the following reasons when a teacher's absence is due to one of the following reasons (uses):

- The employee's mental or physical illness, treatment or preventive care.
- A family member's mental or physical illness, treatment or preventive care.
- Absence due to domestic abuse, sexual assault or stalking of the employee or family member.
- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

ESST leave may be used for the care and support of a teacher's:

- Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent).
- Spouse or registered domestic partner.
- Sibling, stepsibling or foster sibling.
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child.
- Grandchild, foster grandchild or step-grandchild.
- Grandparent or step-grandparent.
- Sibling's child.
- Parent's sibling.
- Child-in-law or sibling-in-law.
- Any of the family members listed in 1 through 9 above of a teacher's spouse or registered domestic partner.
- Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship.
- Up to one individual annually designated by the employee.

This list is pursuant to MN statutes 181.940 et. seq.

Section 2 Usage:

Subd. 1. Minimum Usage: Sick Leave or ESST Leave shall be used in increments of no less than 1/2 hour (30 minutes).

Subd. 2. Sick and Sick & Safe Time Leave Requests: If four (4) or more consecutive days of ESST are used, the District may require a teacher to furnish a medical certificate (if available) from a qualified health care provider as evidence of any illness and/or injury pursuant to the ESST usage described in Section 1, Subd 2b. The teacher will be advised when documentation is required, and the Teacher may supply the District with a written statement indicating the Teacher is using or used ESST for a qualifying purpose. The written statement may be written in the employee's first language and does not need to be notarized or in any particular format.

Subd. 3. Childbirth: Following childbirth, any illness/disability requiring a postpartum recovery period will be deemed to commence on the date of delivery. The parties agree that 8 calendar weeks of disability are customary and can only be exceeded by medical necessities. A doctor/dentist who concludes that the teacher must be absent from teaching duties for this specified time period must include a statement to that effect, together with an explanation of why the absence is necessary, including the nature of the illness/disability. Failure to furnish the above medical certificate(s) as evidence of illness/disability will be grounds for denial of sick leave or Sick and Safe Time Leave benefits. If the District chooses, it may waive requirement of the certificates of illness.

Section 4 Deduction:

Sick and Sick & Safe Time leave allowed shall be deducted from the accrued days earned by the teacher.

Section 5 Approval:

Sick and Sick & Safe Time Leave pay will be approved only upon submission and approval by the building principal using the district's absence request system.

Section 6 No Sick or Sick & Safe Time Leave benefits may be used if a teacher is hurt while employed outside the school district where workers compensation is provided.

Section 7 With the exception of qualification for Article XIV Severance, a teacher shall not be paid for unused, accumulated ESST upon termination, resignation, retirement, or other separation from employment. If a teacher qualifies for Article XIV Severance Pay, Accrued ESST shall be included in any calculations otherwise afforded for Sick Leave accrual.

If a teacher is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Section 8 Concurrent Usage: To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master Agreement (including sick leave and

ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.).

Section 9 *Effect upon other sections:* Any reference to using Sick Leave in other sections of the contract shall be interpreted to also include any accrued and available ESST Leave. Examples include, but are not limited to: Childcare leave, Paternity Leave, Adoption Leave, Bereavement Leave and the Sick Leave Bank.

B. OTHER

Childcare Leave

Section 1 A teacher shall be afforded an unpaid childcare leave of absence of no more than twelve (12) months provided the teacher follows the procedures outlined in this Section. Childcare leave may be granted because of the need to prepare and provide parental care for an infant child (immediately following birth) or an older child upon the written recommendation of a physician.

Section 2 The leave application shall be submitted in writing to the Superintendent no later than thirty (30) calendar days before the leave becomes effective and shall contain a commencement date and a return date. If the childcare leave follows a period of disability related to childbirth/pregnancy, the childcare leave will begin on the date the disability ends, as certified by the teacher's attending physician.

Section 3 The School District may adjust the proposed beginning or ending date of a childcare 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 the grading period, end of the school year, beginning of the school year, or other breaks not enumerated herein; provided, however, where the childcare leave follows a period of disability related to pregnancy/childbirth the School District may adjust the proposed ending date of the leave as provided herein.

Section 4 In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to either grant any leave more than twelve (12) months in duration or permit the teacher to return to employment prior to the date designated in the request for childcare leave.

Section 5 A teacher returning from childcare leave shall be re-employed in a position for which licensed unless previously discharged or placed on unrequested leave of absence. Childcare leave shall not cause a change in seniority ranking.

Section 6 Failure of the teacher to return pursuant to the date determined under this Section shall be deemed to be grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Section 7 The parties specifically agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to evaluate a teacher's performance. The parties further agree that the periods of time for which the teacher is on childcare leave shall not be counted in determining the completion of any probationary period. Any probationary teacher who applies for and receives a childcare leave of absence will not gain tenure credit during that leave. The teacher's continuing contract rights will be modified by extending the probationary period.

Section 8 A teacher who returns from childcare leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement. The teacher shall not accrue additional experience credit for pay purposes or additional leave time during the period of absence for childcare leave.

Section 9 A teacher on childcare leave is eligible to participate in group insurance programs if permitted to do so under the insurance policy provisions. A teacher on childcare leave shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the date that the teacher begins the childcare leave. Eligibility to continue in such group insurance programs shall terminate with the date that the childcare leave is scheduled to terminate unless the teacher returns to the employment of the District as provided in this Section and remains eligible under the terms of the insurance contract.

Section 10 Childcare leave shall be without pay or fringe benefits.

Paternity Leave

Following the birth or adoption of a teacher's child, a teacher may use up to five (5) days of accrued sick leave to care for their child.

Adoption Leave

Any teacher who is adopting a child shall be eligible for a leave of absence similar to childcare leave.

Family and Medical Leave (FMLA)

FMLA leave shall be granted pursuant to applicable law.

Jury Service

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

Military Leave

Military leave shall be granted pursuant to applicable law.

Medical Leave

Pursuant to M.S. 122A.40, Subd. 12., teachers shall have a right to a leave of absence for health reasons.

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, except as otherwise provided in law. In the event the teacher is on paid leave from the School District under Section 1 above or supplemented by sick leave pursuant to Section 2 above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained.

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.

Bereavement Leave

Up to three (3) days of bereavement leave may be allowed, except in the case of the death of a parent, spouse or child, up to five (5) days of bereavement leave shall be allowed, the days to be deducted from sick leave, for death in a full-time teacher's immediate family. "Immediate family" is defined as the teacher's spouse, child, parent, in-law parent, brother, sister, grandchild, grandparent, stepparent or other relative who was living in the same household as the teacher. One day will be allowed and deducted from sick leave for the death of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Personal Leave

Section 1 Four (4) days each year is allowed for Personal Leave. Such Personal Leave shall be submitted to the building principal 48 hours prior to the effective date, if possible. The Superintendent may authorize the leave. The Superintendent shall not approve Personal Leave for more than 10 (ten) of the teaching staff at any one time. Personal Leave days may not be used on the first or last day students are in attendance. In the event of a personal or business emergency, the Superintendent can alter the condition of the leave.

Section 2 If a teacher does not use all personal days; they will be reimbursed up to 4 days of unused personal days. The reimbursement rate will be the equivalent of the daily substitute teacher rate.

Section 3 All personal leave requests must be made prior to May 15.

Section 4 Teachers who have been employed with the district for less than 15 years may carry over one personal leave day to the following school year. Teachers with 15 or more years of service to the district may carry over up to two personal leave days to the following school year. Requests to carry over personal leave days must be submitted to the Superintendent's Office no later than May 30th of each year.

Section 5 In addition to the four (4) days of personal leave allowed each teacher during a school year, a teacher may also take up to one additional personal leave day. The additional day would be subject to a payroll deduction equal to the current daily rate of sub pay. If not taken/used by a teacher during a school year, the additional personal leave day would not be subject to any reimbursement or banking as described in the sections above.

Tournament Leave

A one-day leave of absence may be granted by the superintendent or the superintendent's administrative designee to allow a teacher to attend a Minnesota State High School League tournament activity. The teacher's son or daughter must be a participant and a representative of the East Grand Forks Public Schools in said tournament competition. This leave will be restricted to attendance at only those tournament activities where East Grand Forks' participation is at state level competition.

Association Leave

Section 1 The EGF Education Association Representatives shall be granted the time needed to attend the Delegate Assembly and Division meetings of the Ed MN. In each case, the teacher

shall assume the cost of the substitutes. The substitute pay will be deducted from the teacher salary. In every instance a maximum of five (5) teachers shall be granted association leave. No association leave shall exceed two (2) days.

Section 2 Substitute Pay Deduction: The amount deducted will not exceed the daily rate as set by Board policy.

Sabbatical Leave

Section 1 Teachers who have taught in School District #595 for at least 7 years shall be eligible to apply for a Sabbatical Leave of absence for the purpose of professional improvement, which will result in a direct benefit to the District.

Section 2 Upon the recommendation of the Superintendent, and approval by the School Board, teachers may be granted a leave of absence for formal study, research, or work experience for up to a full year, subject to the following provisions:

- A. Requests for study research or work experience will be submitted to the Superintendent during the month of March for consideration for the following school year and are subject to the approval of the Superintendent and the Board of Education. No more than two (2) full time equivalent teachers may be granted Sabbatical Leave during a single school year.
- B. The teacher, upon submission of the request for leave, will include a proposed course of study, research or work experience. The proposed area of study, research or work experience must be in the teacher's active field of teaching, or in an area requested by the Superintendent.

Section 3 Compensation for a teacher on Sabbatical Leave shall be at the rate of 50% of the present teaching salary (salary at the time of the Leave). This amount will be paid in equal monthly installments during the leave period and will be subject to retirement and tax deductions. All insurance benefits presently being provided to the teachers by the District at present rate shall be maintained during said leave.

Section 4 In addition to the Sabbatical Salary a teacher may receive a scholarship, fellowship, or other grant or salary. However, if the combined income from the previous sources and the Sabbatical Salary paid by the District exceeds the teaching salary for which the teacher would normally be eligible, the Sabbatical Salary will be reduced proportionately. An affidavit identifying the amount of any financial aid received must be filed with the Superintendent. In no case shall the combined payments of the above exceed the teacher's regular annual salary.

Section 5 Teachers on a Sabbatical Leave shall not be eligible for tuition reimbursement by the District.

Section 6 Teachers while on Sabbatical Leave shall not be advanced on the salary schedule (step increment) and shall not be given credit for future step increases on the schedule for the period of time they are on leave. Upon return to the District the teacher will receive appropriate lane change credit.

Section 7 Sick leave days shall not be earned or used during the leave. Sick leave days accumulated prior to the leave shall be restored at the time returning to teach in the District.

Section 8 A teacher granted a Sabbatical Leave shall agree, in writing, to return to the District for a period of two years immediately following the leave and shall sign a promissory note in an amount equal to the stipend granted. Upon return to regular employment, the note will be forgiven at a rate of one-half (1/2) of the total amount of the original note per year. If the teacher leaves the employ of the district prior to the two-year period the balance of the notes shall be due immediately.

Section 9 The teacher on leave shall indicate his/her intent to return to the District by notifying the Superintendent's Office in writing during the month of February of the year of the leave, or the balance of the salary allowance for the leave of absence shall be canceled, and the teacher shall be liable to the District for any salary received while on leave.

Section 10 If the approved study is interrupted or canceled without fault of the teacher, all payments and benefits under this section will cease and the teacher shall return to work for the District as soon thereafter as possible. If the teacher causes the approved study to be interrupted or canceled, all payments and benefits under this section will cease. The teacher shall return to work for the District as soon thereafter as possible and the Superintendent may require the teacher to reimburse the District for payments and benefits received under this section.

Section 11 In no event shall all costs of all teachers' sabbatical leaves exceed \$50,000 for any fiscal year.

Section 12 The Continuing Education Committee will review applications and make recommendations to the Superintendent concerning the selection of the candidates. Only one full year equivalent Sabbatical Leave will be granted to any teacher during his/her tenure in the District.

Section 13 Final placement of a teacher on Sabbatical Leave shall be contingent upon finding a suitable replacement.

C. SICK LEAVE BANK

Section 1 Shared Sick Leave Requests/Donations

Subd. 1 Use: The shared leave may only be used for **significant medical circumstances**: transplant, cancer, major birth defects, etc. Bank days may only be used for the teacher, the teacher's spouse, or the teacher's child. Teachers making a request must use all of their sick leave days before they can use the days from the bank.

Subd. 2 Request Committee: Upon written request, a committee will meet to approve or deny the use of a shared sick leave bank and make a report to the School Board. The committee will be composed of the Superintendent, the teacher's principal, two (2) school board members, and three (3) teacher representatives.

Subd. 3 Donation of Days: A teacher will be able to donate up to two (2) full days of sick leave per approved request by the committee. Donated sick leave days will be deducted from the donor's accumulated sick leave.

Subd. 4 A maximum of forty-five (45) days can be used per employee request.

D. SAFETY BANK

When a teacher is injured at work, physically due to assault, physical aggression or other student instigated situation, they will be excused for the rest of the day with no loss of their personal accrued sick leave, if the teacher requests. The teacher must complete an incident report with the building principal or designee before leaving, if possible.

The teacher may take an additional three (3) days to recover from the injuries without the loss of accrued sick leave with a health professional's note and recommendation.

When a teacher is injured at work psychologically due to verbal assault, verbal aggression, or other student situation they may take up to three (3) days to recover from the injuries without the loss of accrued sick leave with a health professional's note and recommendation. The teacher must complete an incident report with the building principal or designee before leaving, if possible.

Section 1. Purpose

The District and the Union agree to establish and maintain a Staff Safety Sick Leave Bank (hereinafter "Safety Bank") to support licensed employees who experience physical or psychological injury resulting from a student instigated incident in the workplace, such as a student assault, physical aggression, or other student instigated situations. The purpose of the Safety Bank is to ensure that no employee is forced to use personal sick leave, unpaid leave, or resign from employment due to injury arising from performing their duties in regard to an act of a student.

Section 2. Eligibility

To be eligible for leave from the Safety Bank, an employee must:

- a. Be a licensed teacher or related service provider employed by the District and covered under this agreement.
- b. Have experienced an incident at work involving a student, that results in injury or trauma.
- c. Submit documentation of the incident, including an incident report and medical verification.

Section 3. Contributions and Funding

- a. All licensed staff can contribute, voluntarily, one (1) sick leave day annually to the Safety Bank at the start of each school year.
- b. Employees that use the benefit of the Safety Bank are encouraged to donate days in the following years to maintain availability of this benefit in the future.
- c. Donated days are non-refundable and non-transferable.
- d. The union will coordinate the donation of days with assistance from the District and in the event of days not being available, the application will automatically be denied.

Section 4. Governance

- a. The Safety Bank shall be administered by a Joint Safety Bank Committee consisting of: 1) Two (2) representatives appointed by the Union.
- 2) Two (2) representatives appointed by the District.
- b. The committee shall review and rule on all requests for use of the Safety Bank within five (5) working days of submission.
- c. All deliberations shall be confidential and final.
- d. Split decisions by the deliberating group will result in no approval.

Section 5. Use of Banked Leave

- a. An eligible employee may be granted up to 3 days of paid leave per safety-related incident. Maximum of 2 "Safety Bank Leaves" by any employee in a contract year.

- b. Additional leave per incident may be granted at the discretion of the Joint Committee based on needs.
- c. Time granted under the Safety Bank shall not affect the employee's accrued leave, salary placement, tenure, or seniority.
- d. Leave granted shall be considered paid leave and shall include continued health insurance coverage and other benefits.

Section 6. Coordination with Workers' Compensation

If the employee is eligible for wage-loss benefits under Minn. Stat. Chapter 176, Safety Bank days may be used to supplement the employee's wages up to 100% of their regular pay.

- a. Employees shall not be able to use Safety Bank leave if the District is providing full paid administrative leave as part of a workers' compensation injury plan.
- b. The District shall assist with all claim filings and ensure no delay in benefit access.

Section 7. Return to Work

- a. Employees using the Safety Bank may return to work only upon clearance by a licensed medical provider.
- b. If medical restrictions exist, a transitional work plan may be developed in consultation with the employee, the Union, and administration.

Section 8. Non-Retaliation

- a. No employee shall be retaliated against for requesting or using the Safety Bank.
- b. Use of the Safety Bank shall not impact performance evaluations, contract renewal, or reassignment.

Section 9. Annual Reporting

The District shall provide the Union with an annual report of the following:

- a. Total days in the Safety Bank.
- b. Number of employees who accessed the Bank.
- c. Number of days granted and denied.

Section 10. Grievance

The decision of the committee is not able to be grieved, but the aggregate amounts of leave in individual accounts following use of the Safety Bank could be grieved.

ARTICLE XI HOURS OF SERVICE

Section 1 The basic teacher's day shall be eight hours.

Section 2 The specific hours at any individual building may vary according to the needs of the educational program of the School District. The School Board will designate the specific hours for each building.

Subd 1. Teachers will not have any assigned duties that involve supervising any students for the first 15 minutes of the school day.

Section 3 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.

Section 4 The normal workload for teachers may include a reasonable share of extra-curricular, co-curricular, and supervisory activities as determined by the Principal, Superintendent, or School Board. When duties found in Schedule C cannot be filled on a voluntary basis, such duties may be assigned.

Section 5 The normal teaching and classroom assignment for each teacher in the school system will be designated by the School Board and the Superintendent of Schools. That part of the basic teacher's day during which a teacher does not have assigned classes or other assignments shall be used for preparation time. During this preparation time the teacher shall be available in the building to students for individual help or for faculty, departmental, or curriculum meetings, or such other duties as may be designated by the building Principal. Pursuant to Minnesota Statute 122A.50, the school district and EGFEA mutually agree to the following amounts of daily preparation time for the term of this contract:

Subd. 1 Preparation time for elementary school teachers shall be a minimum of 50 minutes daily in blocks of no less than 20 minutes each.

Subd. 2 Preparation time for middle school teachers shall be a minimum of fifty (50) minutes per day (separate from pod planning time) when averaged over the total number of student contact days in the school year. The total number of student contact days in the school year will not include scheduled or unscheduled early dismissal days.

Subd. 3 Preparation time for high school teachers shall be a minimum of fifty (50) minutes per day when averaged over the total number of student contact days in the school year. The total number of student contact days in the school year will not include scheduled or unscheduled early dismissal days.

Section 6 The School Board reserves the right to make changes and adjustments in teachers' assignments consistent with the needs of the educational program of the School District. Should these changes be additional assignments when substitute teachers are not hired, or are not available, the teachers may under extenuating circumstances be compensated at their regular rate of pay (or pro-rata).

Teachers will be compensated for loss of their prep time in the following manner:

Subd. 1 Teachers who agree to substitute for another teacher during their prep time shall be compensated at the rate of \$30.41 per hour for 2025-26 and \$31.01 per hour for 2026-27. For Sr. High only, teachers who substitute for a block time class, they will be compensated at the rate of \$45.61 per block time class in 2025-26 and \$46.51 per block time class in 2026-27.

Subd. 2 In the event of the need to split a classroom, the teacher(s) receiving the extra students in their classrooms shall each be compensated at the rate of \$30.41 per hour for 2025-26 and \$31.01 per hour for 2026-27 up to a daily maximum of the current full day substitute pay rate for the time that the extra students are assigned to their rooms.

Subd. 3 In the event that a teacher who is currently supervising a student teacher gets assigned to substitute for another teacher's classroom, they shall be compensated at the rate of \$30.41 per hour for 2025-26 and \$31.01 per hour for 2026-27 up to the current full day substitute pay rate.

Section 7 Any retiree from the EGF Public Schools who returns to substitute in the district shall be paid an additional \$20 per day over and above the current full day substitute pay rate. The extra compensation is only valid for full substitute days, or prorated 1/2 substitute days.

Section 8 Each teacher who needs to submit IEP's or other special ed paperwork for their students shall be allowed an additional 4 days of paperwork prep time per year. The time to be used shall be pre-approved by the building administrator ahead of time to allow for coverage as needed and will be used before the end of the school year. A two-hour evening session will be scheduled each semester for this same group to come together to work on paperwork with ASEC staff and collaborate with peers. This time is voluntary and will be compensated at the "curriculum work" rate.

ARTICLE XII LENGTH OF THE SCHOOL YEAR

Section 1 Teacher Duty Days: Pursuant to M.S. 120A.41, the School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year for 2025-26 shall consist of 185 contract days, and the school year for 2026-27 shall consist of 185 contract days.

Section 2 The district will adopt a school calendar recognizing student days, non-student days and Staff development days prior to May 1.

Section 3 Calendar Modifications: In the event of an energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 1 Other Modifications: In the event of energy shortage, severe weather or other exigency, the School District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e. a 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 The School District will meet and negotiate with the EGFEA regarding the District's e-learning plan. Any proposed changes to the plan will be subject to the requirement to bargain with the EGFEA as listed in MS 120A.414

Section 4 Description of Days of Service: Within the 185 contracted days of service, five (5) of the days shall be considered as paid holidays. Those days are designated as follows: Labor Day, Thanksgiving Day, Christmas Day, President's Day and Memorial Day.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE

Section 1 Unrequested Leave of Absence:

The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Section 2 Definitions:

Subd. 1 For purposes of this Article, the terms defined herein shall have the meaning respectively ascribed to them.

Subd. 2 The term "teacher" shall mean a continuing contract teacher pursuant to Minnesota Statute 122A.40, Subd. 1, who is a member of the appropriate unit as defined in this agreement.

Subd. 3 The term "qualified" shall mean a teacher who is licensed in a subject matter category of teaching.

Subd. 4 The term "seniority ranking" shall mean the length of time that a teacher has been continuously employed by the School District as determined by the date on which the teacher executed the initial individual contract of employment involving continuous service to the School District relative to the same length of service of other teachers covered by the provisions of this Article.

Section 3 Establishment of Seniority Ranking List:

Subd. 1 Preparation: The School Board shall annually cause a seniority list (by name, date of employment, license) to be prepared from its records. It shall therefore cause such a list to be posted in an official place in each school building of the School District.

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

Subd. 3 Final List: Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new employees. Such a yearly revised list shall govern the application of ULA until thereafter revised.

Subd. 4 Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School District is placing teachers on ULA, only those licenses actually received in the Superintendent's Office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Subd. 5 Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause.

Subd. 6 Tie Breaking: Teachers with identical seniority dates shall be placed on the seniority list according to the following tie breaking sequence: (1) The teacher with the highest total number of years of teaching as of December 1 of the current school year shall be senior. (2) The teacher with the highest lane on the salary schedule as of December 1 of the current school year shall be senior. (3) The teacher with the lowest Minnesota teaching license file folder number shall be senior.

Subd. 7 Teacher improvement plans: 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 for in the "Teacher Evaluation and Peer Review Process" found in M.S. 122.A.40 and who is not making adequate progress.

Section 4 Unrequested Leaves of Absence:

Subd. 1 The School District may place on unrequested leave of absence for a period of not exceeding three (3) calendar years from the time such leave is effective, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by the consolidation of school districts.

Subd. 2 Unrequested leave of absence shall be effective no later than the close of the school year or at such earlier time as may be mutually agreed upon between the teacher and the School Board.

Subd. 3 Section 1:

Notice to teachers:

Following School Board action on discontinued positions and School Board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement
- b) provides the notice to the teacher of their right to request a hearing on the proposed placement within 14 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.

Section 2:

Right to hearing and decision:

If a teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to School Board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 3:

Final Board Action:

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

- Subd. 4 Continuing Contract Teachers: Teachers shall be proposed for placement on unrequested leave of absence in the inverse order of seniority ranking for those subject matter categories in which the teacher is qualified. The teacher shall be deemed qualified to teach those subject matter categories as listed on the teaching license, which is on file in the District Office on January 15th of the year in question. No teacher shall be placed on unrequested leave of absence if there is any other qualified teacher with less seniority in the area in which the more senior teacher is qualified.

A Tier 3-licensed or Tier 4-licensed teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

- Subd. 5 Any teacher placed on unrequested leave of absence may engage in teaching or any other occupation during such period. Such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Section 5 Reinstatement:

- Subd. 1 Any qualified teacher on unrequested leave of absence shall be reinstated to a teaching position for which they are qualified as such positions become available based upon the highest seniority ranking.

- Subd. 2 No new teachers shall be employed by the School District while any qualified teacher is on unrequested leave of absence and available for reinstatement.

- Subd. 3 When placed on unrequested leave of absence, a teacher shall file their name and address with the School District's personnel office. Any notice of availability of position shall be mailed by certified mail with Return Receipt requested, to the teacher at this address. Notice shall be complete upon mailing. The teacher shall have the responsibility of providing for the 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 notice has been mailed as provided herein.

- Subd. 4 The teacher shall have twenty (20) calendar days from the date that the notice was mailed to file with the Superintendent's Office written acceptance of any position made available to that teacher. Failure to so file written acceptance shall constitute a waiver on the part of the teacher to any further rights of reinstatement to the

offered position or any other future reinstatement or employment rights. If the letter is returned unclaimed, the teacher's right to the offered position or any other future reinstatement rights shall terminate.

- Subd. 5 The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of 3 years, after which time the right to reinstatement shall terminate. A teacher on unrequested leave shall notify the school district by April 1 of each year that he/she is available to return to the employ of the school district should a position become available for which that teacher is qualified.

Failure to notify the school district shall terminate that teacher's reinstatement rights and he/she shall be removed from the list of teachers on Unrequested Leave of Absence.

- Subd. 6 Any accrued benefits that a teacher has earned prior to placement on unrequested leave of absence shall be retained for the period of such leave and reinstated if the teacher is reinstated under the provisions of this Article. No additional benefits, however, shall accrue while a teacher is on unrequested leave of absence.

- Subd. 7 Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

- Subd. 8 Benefits while on leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of the reinstatement period.

Section 6 Affirmative Action:

Notwithstanding any provision of this Article to the contrary, if the placing of a probationary teacher on unrequested leave of absence before a teacher who has acquired continuing contract rights, the termination of a probationary teacher before a teacher who had acquired continuing contract rights, or the placing of a teacher who has acquired continuing contract rights on unrequested leave of absence before another teacher who has acquired continuing contract rights but who has greater seniority would place the District in violation of its affirmative action program, the District may retain the probationary teacher or the teacher with less seniority.

Section 7 Effect:

This Article shall be effective at the beginning date of this agreement and constitutes a negotiated unrequested leave of absence provision which abrogates any and all other past provisions or practices except as provided herein. This Article shall be governed by the Duration Clause of this contract. This Article shall not be construed to limit the rights of any other certified employees not covered by this agreement.

Section 8 Dropping of License:

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of license in the subject matter in which the teacher is currently assigned by the school district in order to acquire a different assignment through the unrequested leave of absence process. If a teacher initiates the dropping of the license, which qualifies the teacher for the teacher's current appointment, the school district may place the

teacher on unrequested leave of absence and the teacher shall have neither bumping rights nor realignment rights in another licensure area.

Effective July 1, 2025, teachers employed by ISD 595 must maintain license(s) hired with or attained while employed for a minimum of 10 years from hire or attainment.

ARTICLE XIV SEVERANCE PAY

Effective July 1, 1995, this agreement shall contain three alternate plans that provide Severance Pay benefits to an employee.

Section 1 Plan Selection:

Subd. 1 Any teacher employed by the District after July 1, 1995, may participate in only Plan A.

Subd. 2 Any teacher employed by the District prior to July 1, 1995, may elect to participate in Plan A, Plan B, or Plan C.

Subd. 3 Effective the 1995-96 school year only, teachers employed prior to July 1, 1995, must select their plan option prior to September 29, 1995.

Section 2 Descriptions of Plans:

Subd. 1 Plan A: Tax-Deferred Contributions

1. After the third year of employment, if the employee matches the contribution, the District shall contribute up to two and one-half (2.5) percent of the basic teaching salary to a tax-deferred plan.
2. The employee may elect to participate or to not participate during any contract year. However, written notice must be received by the District prior to September 5 of the teacher's intent to change their participation during the ensuing year. In the event of major changes in the life of the teacher, the Superintendent may make changes upon request to and approval.
3. Any part-time employee, who is eligible, is only entitled to a prorated share of the benefits described under this section based on the percentage of their part-time employment compared to a full-time employee.
4. All teachers enrolled in Plan A [(403)b] must have completed all paperwork by September 5 of the year of enrollment.
5. This plan is restricted by law to those companies selected by the State Board of Investors under M.S. 465.72.

Subd 2 Plan B: Severance Pay

1. Teachers who have at least fifteen (15) years of service in District #595 shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school board. No teacher who has been proposed for disciplinary discharge and who then submits a

resignation accepted by the school board shall be eligible for the benefits of this Article. An employee who has completed fifteen (15) years of full-time employment to the district shall be considered fully vested for calculations of his/her severance payment.

2. A teacher shall be credited for use as severance pay a maximum of 185 days (1480 hours) of the teacher's final salary. The exact number of days (hours) credited shall be based on the criteria as found in Section 3.
3. **Unused Sick Leave:** Teachers who qualify for severance pay within this school district shall receive credit for the amount of days (hours) obtained by multiplying 100 percent times her/his unused sick leave.

Total Days of Credit: The amount of days (hours) credited for use as severance pay shall be equal to the total of Unused Sick Leave. In no case shall this exceed 185 days (1480 hours). Effective July 1, 1999, severance pay shall not exceed the lesser of \$44,000, or an amount equal to the teacher's last yearly salary, as set by M.S. 465.72, Subd. 1.

4. In applying these provisions, a teacher's daily (hourly) rate of pay shall be the basic daily (hourly) rate at the time of resignation as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.
5. Severance Pay shall be paid by the School District in equal annual installments over a time-period not to exceed two years. Severance pay shall not be granted to any teacher who is discharged for disciplinary reasons by the School District.
6. If a retiree who qualifies for benefits under this section dies before all or any portion of the severance pay has been dispersed the balance shall be paid to a named beneficiary, or if none, to the estate of the deceased.
7. Should any part of Article XIV, Severance Pay, be determined to be illegal, the Board and Exclusive Representative agree to open negotiations and negotiate a new Article XIV.
8. Calculation of Severance Pay Example:
For illustration purposes assume the teacher has taught full time in the district for 28 years, 1/2 time for 5 years (33 total years of service), on step 12, Lane 5 of the salary schedule, and has accumulated 1158 hours of sick leave.

Hours of Credit Calculation:

Credit for Unused Sick Leave

Unused sick leave = 1158 hours

Severance pay hours = 1158 hours

Hourly Rate Calculation: The teacher will receive the hourly rate at which they were being paid upon leaving the district. Assume for this calculation the

salary at BA60 lane, step 12 of the salary schedule at the time of severing from the district was \$37,000. This salary would give an hourly rate as follows:

$$\$37,000/185 \text{ days}/8 \text{ hours per day} = \$25 \text{ per hour}$$

Amount of severance pay if leaving from a full time position:

$$1158 \text{ hours} \times \$25 \text{ per hour} = \$28,950$$

As this figure does not exceed the limit as stated in Subd. 2, Section 3 or the last year's salary, the teacher is entitled to the full \$28,950.

Amount of severance pay if leaving from a ½ time position:

$$1158 \text{ hours} \times \$25 \text{ per hour} = \$28,950$$

The above calculations show that the severance pay would exceed an amount equal to the last years salary at the time of severing from the district (one half of \$37,000 as per example) $[(1/2) \times \$37,000 = \$18,500]$ and the teacher would then receive \$18,500 of severance pay, which is the maximum of the last year's salary as provided by State Statute 465.72, Subd. 1.

Subd. 3 Plan C: Severance Pay Cap with Tax-Deferred Contributions

Any teacher employed by the District prior to July 1, 1995, may elect to participate in Plan B and Plan A. Teachers electing Plan C shall participate in Plan A and have their Plan B benefits when terminating from the District reduced by an amount equal to the District's contribution under Plan A.

Section 3 Payment of Severance Monies

Employees, as designated below, are eligible to participate in the Minnesota Post-Retirement Health Care Savings Plan (PRHCSP) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-retirement health care savings plan account or 403b retirement account as designated below.

All employees who are eligible for the severance payment outlined in Article XIV, Section 1 of the Teachers' Master Agreement will contribute one-hundred (100) percent of that payment to the Post-Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. The remaining zero (0) percent of the payment shall go to the employee's 403b retirement account. Should an employee meet exemption standards as determined by the MSRS, one hundred (100) percent of the payment will be contributed to the employee's 403b retirement account, as permitted by law.

Payments as designated above are to be negotiated for a period of two years.

Section 4 Early Retirement Incentive

Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98.

East Grand Forks Public Schools agrees to contribute 50% of the difference between the employee's 2025 - 2026 or 2026 - 2027 step/lane annual salary and the 2025 - 2026 or 2026 - 2027 BA-1 step/lane annual salary (whichever contract year they retire), not to exceed \$20,500 for those employees electing to participate and qualifying for MS 122A.48 Teacher Early Retirement Incentive Program. To be eligible for this contribution employees must provide written notification to the East Grand Forks Public School by February 1st of the year they plan to retire of their request to participate in MS 122A.48 with retirement date no later than the last contract day of teacher service for that school year or date arranged prior to end of school year. ISD 595 further stipulates that employees must initiate this and retire at the latest in the year that they reach age 60 and have 30 years of service. (We are willing to grandfather employees that are currently past this following this school year. Need to actively teach the year of invoking this section of the contract.)

East Grand Forks Public Schools will contribute a lump sum payment within 30 days of employee's last date of employment into the employee's HCSP account. In the event the employee dies before the deposit is made, the payment will be made in last to the employee's estate.

Final

SALARY SCHEDULE

			2025-26 SALARY SCHEDULE					
STEP	B	B10	B20	B30	B40	M	M10	M20
1	45,119	46,577	48,189	49,950	51,851	52,374	55,129	58,177
2	47,274	48,775	50,340	52,103	54,002	54,526	57,282	60,329
3	49,423	50,885	52,494	54,257	56,156	56,681	59,435	62,483
4	51,372	52,834	54,440	56,408	58,309	58,834	61,589	64,635
5	53,355	54,783	56,389	58,560	60,460	60,984	63,741	66,788
6	55,268	56,729	58,338	60,509	62,613	63,138	65,892	68,938
7	57,218	58,679	60,286	62,457	64,561	66,440	69,197	72,243
8	59,239	60,701	62,309	64,407	66,510	68,388	71,145	74,192
9	61,261	62,721	64,330	66,354	68,459	70,336	73,094	76,138
10				68,375	70,406	72,286	75,042	78,088
11				70,398	72,427	74,233	76,989	80,036
12					74,450	76,255	79,011	82,058
13						78,277	81,032	84,079
			2026-27 SALARY SCHEDULE					
STEP	B	B10	B20	B30	B40	M	M10	M20
1	46,008	47,495	49,138	50,934	52,872	53,405	56,215	59,323
2	48,205	49,736	51,331	53,129	55,066	55,600	58,410	61,517
3	50,397	51,887	53,528	55,326	57,262	57,798	60,606	63,714
4	52,384	53,875	55,513	57,520	59,457	59,993	62,803	65,908
5	54,406	55,862	57,500	59,714	61,651	62,186	64,997	68,103
6	56,357	57,846	59,487	61,701	63,846	64,382	67,190	70,296
7	58,345	59,835	61,474	63,687	65,833	67,749	70,560	73,666
8	60,406	61,896	63,536	65,676	67,820	69,735	72,546	75,654
9	62,468	63,957	65,597	67,661	69,808	71,722	74,534	77,638
10				69,722	71,793	73,710	76,520	79,626
11				71,785	73,854	75,695	78,505	81,613
12					75,916	77,757	80,568	83,675
13						79,819	82,629	85,735

Longevity Pay: At the start of the school year, teachers who fit into the following years of service categories with ISD #595 shall be compensated with the additional amounts of salary over and above their placement on the salary schedule.

	2025-26	2026-27
21-25 years:	\$1,500	\$1,750
26-30 years:	\$3,000	\$3,500
31+ years:	\$4,500	\$5,250

Example; If you were teaching here in 2024-25 and you completed your 20th year of service in EGF, you would be placed on the first longevity step (year 21) for the 2025-26 school year and stay there for a total of 5 years. After that, with continued employment, you would be moved to the second longevity step etc... Longevity step pay will be combined with your placement on the salary schedule and be averaged out over the year of payments for your services.

Schedule B

EXTRA-CURRICULAR ACTIVITIES 2025-27

Group I

Sr. High: Head Basketball, Football, Hockey, Volleyball, Wrestling, and Soccer

	1	2	3	4	5
25-26	\$5,435	\$5,669	\$5,781	\$6,313	\$6,727
26-27	\$5,554	\$5,794	\$5,909	\$6,452	\$6,875

Group II

Sr. High: 1st Asst. Basketball, Football, Hockey, Volleyball, Wrestling, Soccer;
Band and Musical
Head Cross Country (Boys and Girls combined), Baseball, Golf, Softball, Tennis,
Track, Speech

	1	2	3	4	5
25-26	\$4,119	\$4,300	\$4,479	\$4,649	\$5,100
26-27	\$4,209	\$4,395	\$4,577	\$4,751	\$5,212

Group III

Sr. High: 2nd Asst. Basketball, Football, Hockey, Volleyball, Wrestling, Soccer;
Asst. Baseball, Softball

	1	2	3	4	5
25-26	\$3,561	\$3,715	\$3,866	\$4,138	\$4,405
26-27	\$3,639	\$3,797	\$3,951	\$4,229	\$4,502

Group IV

Sr. High: Asst. Cross Country, Track, Tennis, Golf

	1	2	3	4	5
25-26	\$2,997	\$3,126	\$3,256	\$3,482	\$3,713
26-27	\$3,063	\$3,195	\$3,327	\$3,559	\$3,794

Group V

Sr. High: 9th Grade Football (2), Basketball, Volleyball; Vocal; Asst. Speech; Cheerleading; Spring Play

CMS: Instrumental; Vocal; Wrestling; Musical Director

	1	2	3	4	5
25-26	\$2,811	\$2,929	\$3,053	\$3,262	\$3,477
26-27	\$2,873	\$2,994	\$3,120	\$3,334	\$3,554

Group VI

Sr. High: Musical Choir Director; Musical Accompanist; One-Act Play (Competitive); Knowledge Bowl; 9th Grade Head Track; Asst. Basketball, Volleyball

CMS: Wolf Ridge Coordinator; Head Speech
7th Grade Football, Basketball, Volleyball, Baseball, Softball, Soccer;
8th Grade Football, Basketball, Volleyball, Baseball, Softball, Soccer;

	1	2	3	4	5
25-26	\$2,439	\$2,540	\$2,644	\$2,831	\$3,016
26-27	\$2,492	\$2,596	\$2,702	\$2,893	\$3,082

Group VII

Sr. High: One (1) Act Plays (non-competitive); FCCLA Advisor; Musical Orchestra Director; Adapted Bowling; 9th Asst. Track; School to Work/Job Shadow Coordinator, Robotics Advisor

CMS: Golf; Tennis; FCCLA Advisor; Jazz Band; 7th Grade Track; 8th Grade Track; Pop Singers

	1	2	3	4	5
25-26	\$1,874	\$1,955	\$2,036	\$2,178	\$2,319
26-27	\$1,915	\$1,998	\$2,081	\$2,226	\$2,371

Group VIII

Sr. High: BPA Advisor; Special Olympics

CMS: Musical Choir Director

Elementary: Honors Chorus, Musical (Two positions)

	1	2	3	4	5
25-26	\$1,497	\$1,565	\$1,626	\$1,743	\$1,853
26-27	\$1,530	\$1,599	\$1,662	\$1,782	\$1,894

Group IX

Sr. High: Yearbook
CMS: Yearbook

	1	2
25-26	\$1,387	\$1,446
26-27	\$1,418	\$1,478

Group X

Sr. High: Student Council; Musical Technical Director; Musical Choreographer; Musical Costumer

25-26	\$1,128	For each authorized position
26-27	\$1,153	For each authorized position

Group XI

Sr. High: Prom (2); Homecoming; Sno-Ball; Drama Club;
CMS: Student Council; Musical Technical Director; Musical Accompanist, Butterfly Garden
Elementary: 5th Grade Ambassador

25-26	\$861	For each authorized position
26-27	\$880	For each authorized position

Group XII

Sr. High: National Honor Society; International Club (2); Cash for College
CMS: Musical Choreographer; Costumer

25-26	\$524	For each authorized position
26-27	\$536	For each authorized position

Group XIII

Sr. High: Sr. Class Advisor

25-26	\$659	To be split by advisors
26-27	\$673	To be split by advisors

INTERIM EXTRA-CURRICULAR COMPENSATION

When new positions are formed which are to be compensated as an extra-curricular activity, the amount will be negotiated and written as an addendum to this contract until the end of the current contract period at which time it shall be re-negotiated. This addendum shall be agreed to and signed by the Superintendent, the individual involved, and either the Exclusive Representative President, or Negotiations Chairperson.

In the event that the individual, the exclusive representative, and the School Board cannot agree, then the School Board may proceed to compensate the individual at its last offered compensation.

CHANGE IN EXTRA-CURRICULAR ASSIGNMENT

In the event an extra-curricular or co-curricular activity coach or director moves from one level of coaching or directing to another level of coaching or directing, the initial placement in the new grouping will be negotiated between the coach/director and the school district.

CONTRACT FOR EXTRA-CURRICULAR ASSIGNMENTS

Prior to the beginning of each extra-curricular assignment, the district will issue a contract for each assignment. The contract will list the job title, and compensation to be paid for services rendered.

Schedule C

EXTRA DUTY ASSIGNMENT PAY SCHEDULE

The Association recognizes the school district's right to seek volunteers or employ persons other than teachers for the following duties. Should a teacher perform any of the following duties she/he shall receive the compensation indicated for that duty.

Section A - For

2025-26 \$34.54 per event

2026-27 \$35.30 per event

All activities scheduled immediately after school

Section B - For

2025-26 \$54.07 per event

2026-27 \$55.26 per event

Drama
Music*
Program*
Special Events*
Ticket Duties
Program Duties
Scorebook
Public Address
Concessions
* at all levels

Section C - For

2025-26 64.90 per event

2026-27 66.33 per event

Dances

Faculty Representative at Athletic Events - except Hockey

Section D - Hockey Schedule

Part 1: Varsity & Junior Varsity Games

All Workers Except Faculty Representatives

For

2025-26 \$62.37 per event

2026-27 \$63.75 per event

Part 2: Varsity Game Only

Ticket and Door Duties

	For		
2025-26		\$44.53	per event
2026-27		\$45.51	per event
Faculty Representatives			
	For		
2025-26		\$85.18	per event
2026-27		\$87.05	per event

Section E – College in the Classroom

Staff members that teach College in the Classroom through a district selected university will be paid \$30 per student that successfully completes the course with a grade level of C or better, each semester.

All extra duty payments must be submitted for payment within 20 working days of the date earned. Items not submitted on a timely basis will not be considered for reimbursement.

Section F – Relocation Compensation

In the event that a teacher needs to move his/her entire classroom/teaching materials to another building, or from one room to another within the same building, he/she shall receive compensation equal to the hourly rate paid for curriculum writing. Pre Approval and arrangements to do this work must be made by the building Principal/Director, provided, however, that time is not available during regular contract days. In no event shall the teacher be compensated for more than 8 hours. In addition, should a returning teacher's teaching assignment be changed after August 15, the teacher shall receive up to eight (8) hours of additional curriculum pay to prepare for the switch to a new teaching assignment.

PART-TIME TEACHERS

Section 1 For the purpose of determining part-time teacher contracts only, a full-time teacher load shall be 310 minutes of student contact time plus 50 minutes of preparation for a total of 360 minutes excluding preparation time or meeting time before or after school.

	Amount of Contract =	Student Contact Time	Plus prorated
prep time		310 minutes	

PRO-RATED PREP EXAMPLE

Student Contact Time: 12:30 to 3:08 = 158 minutes

$158/310 = 51\%$

The contract will be 51% of full-time.

Hours of Contract: 12:30 to 3:08 plus prep time

Prep time equals basic prep plus prep time and conference time before and after school.

Basic prep for full-time =	50 minutes
Before school, 8:00 to 8:30 =	30 minutes
After school, 3:08 to 4:00 =	<u>52 minutes</u>

Full-time total prep & conference = 132 minutes

51% of full-time = $132 \times .51 =$ 68 minutes

Hours of service to the school district shall be 158 minutes student contact plus 68 minutes prep/conference. Total of 226 minutes, or 3 hours and 46 minutes.

Subd. 1 The workday for all part-time instructors as defined in Section I above, shall be that fractional part of the workday as defined in Article XI of this contract.

Subd. 2 The workday for all part-time teachers shall either begin or end at the same hour as FTE teachers (provided, however, the length of the individual teaching contract permits this).

Subd. 3 The hours of the workday in every instance shall be continuous.

Section 2 The part-time teacher will share a proportionate amount of duty responsibilities expected of full time teachers.

Section 3 Part-time teachers, except those who are contracted for less than 30 days per year and/or 6 hours/week, shall be eligible for all fringe benefits as mentioned in this contract in proportion to the time they teach.

Section 4 Part-time instructors will receive one step increment for each year of part-time teaching. The salary shall be determined by multiplying the amount of contract by the individual teacher's step/lane placement on the salary schedule.

Section 5 In the event of a change in employment status the step placement of the part-time teacher on the salary schedule shall be determined by the summations of the amounts of all the individual past contracts.

Final

Schedule E

HOURLY TUTORS

All hourly tutors shall receive all fringe benefits mentioned in this contract, in proportion to the time they teach. In addition, they shall be paid on a prorata basis (hourly), as to their step and lane placement on the regular teachers' salary schedule.

Schedule F

PAY DATES

Teachers will be paid twice a month. The pay dates shall be the 13th and 28th of each month. The only exception to this will be the teacher's final check, which will be issued on June 13th if pay option B is selected.

Teachers shall be given the option of choosing to receive their annual salary in one of two ways:

A. 24 equal pay periods that run September – August, with the exception of people who are retiring or otherwise leaving the district. (in those cases, 18 pay periods with a final check on June 13 to settle the yearly contract would apply).

B. 24 equal pay periods, 18 of them paid September-May and a final check. Teachers would get 18 total checks during the September-May school year and a final payout for the remaining 6 checks on June 13.

Teachers must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the teacher informs the district of the desire to change payment options for a subsequent year. In no event shall the payment option chosen by the teacher be changed after the start of the first day of the teacher's work year.

In the event a teacher fails to inform the district of his/her desired payment option prior to the start of the teacher's work year, that teacher shall be paid as described in Option B above.

The teachers who take their checks over a 12-month period will get their regular check on May 28th and the remaining amount as chosen in option A or option B above.

The check issued on the 13th of the month shall be for 1/2 of the monthly salary. The deductions on this check shall be limited to:

- Federal and State Income Taxes
- FICA
- Pension (TRA or PERA)
- Tax Sheltered Annuities
- 1/2 Ed MN Dues
- United Way
- Credit Union
- 1/2 Health, Dental, and Life Insurances
- 1/2 Other Deductions as Required by Law
- 1/2 403(b) Plan

The check issued on the 28th of the month shall include 1/2 of the monthly salary, any extra duty pay (including coaching) and any substitute teaching. The deductions on this check will be for:

- Federal and State Income Taxes
- FICA
- Pension
- Tax Sheltered Annuities
- Credit Union
- 1/2 Health, Dental, and Life Insurances
- All Optional Insurances
- 1/2 Ed MN Dues
- 1/2 Other Deductions as Required by Law
- 1/2 403(b) Plan

COACHES PAY PERIODS

Coaches of fall sports will receive their checks over a 3-month period – Sept. 13, Oct. 13 and Nov. 13.

Coaches of winter sports (Except Girls Hockey) will receive their checks over a 4-month period beginning December 13 and continuing on January 13, February 13 and March 13.

Girls Hockey Coaches will be paid in 4 equal installments beginning on November 13, and continuing on December 13, January 13 and February 13.

Coaches of spring sports will be paid over a 3-month period – April 13, May 13 and June 13.

W-2 FORMS

W-2 Forms will be issued to the teacher during January of each year.

Schedule G

SUMMER SCHOOL TEACHING RATE

2025-26	\$38.88	/hour
2026-27	\$39.74	/hour

CURRICULUM WORK

2025-26	[(BA30 Step 1)/185]/8	:\$33.75
2026-27	[(BA30 Step 1)/185]/8	:\$34.41

BEHIND-THE-WHEEL DRIVER'S TRAINING

2025-26	\$31.48	/hour
2026-27	\$32.17	/hour

DRIVER TRAINING CLASSROOM

2025-26	\$1,885	/session
2026-27	\$1,926	/session

Schedule H

VOUCHER TIME FOR SENIOR HIGH COUNSELORS

Sr. High counselors will be paid for duties, which need to be performed during the summer. The rate of pay will be at the current summer school teaching rate per hour. A minimum of two hours will be paid each time they are required to perform said duties. The amount of time necessary to do said duties will be arranged between the counselor(s) and principal and be approved by the principal and superintendent in advance of performing them.

Schedule I

MANDATORY TRAINING OR MEETINGS FOR TEACHERS OUTSIDE OF CONTRACTED HOURS

Should the school board or administrator require a Teacher's attendance at training sessions or meetings that last more than 15 minutes outside the normal contracted hours of the school day or year, the teacher shall fill out a pink sheet and be paid at the curriculum rate* of pay. Time submitted under this section must be approved by the building principal/director.

Schedule J

MENTORING

Each probationary teacher of any licensure tier will be assigned to a mentor teacher who has attained continuing contract status to work with them for their years of non-continuing contract status. Mentors will be paid the following amounts.

Year one with their mentee: \$600
Year two with their mentee: \$400
Year three with their mentee: \$200

ARTICLE XV INDIVIDUAL TEACHER CONTRACT

Any individual contract between the School Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this contract and PELRA

Teachers under contract to the East Grand Forks School District and assigned to work in or with another school district shall be governed by the terms of the East Grand Forks Master Contract.

ARTICLE XVI SECTION 125

The school district will assume any one time costs for the planned document. The school district will also assume all enrollment and participation costs.

ARTICLE XVII PLACEMENT ON SALARY SCHEDULE

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

Section 1 Germane: Credits (semester credits) to be considered for application on any lane of the salary schedule must be germane to the teaching assignment, current teaching license, or to the field of education.

Section 2 Grade and Credits: To apply on the salary schedule, all credits (semester credits) beyond the bachelor's degree must be degree granting credits from a **Higher Learning Commission accredited** university and carry a grade equivalent of B or higher. Credits earned beyond a master's degree must be from a **Higher Learning Commission accredited** university and carry a grade equivalent of B or higher. If an employee earns credit under a quarter based system, credits will be adjusted to semester credits. One quarter credit equals .667 semester credit. Provided, however, that if the course is graded on a pass or fail system or a satisfactory or unsatisfactory system, the credits will be accepted if the course is passed satisfactorily. **Credits from institutions not accredited by the Higher Learning Commission may be approved by the superintendent.**

Section 3 Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing ten (10) days prior to the taking of the course.

Section 4 Effective Date: The teacher's training level for salary schedule purposes shall be that as of September 15, and February 1. Reclassification into any advance category on the salary schedule from the lower category shall be subject to approval by the district. It shall be the teacher's duty and responsibility to submit official college transcripts in substantiation of any claim for college credits for classification into any higher category on the salary schedule. If a transcript is not available by the above dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript, which must be provided in a timely manner.

Section 5 Advanced Degree Program: Advancement beyond the master's degree will only apply to credits approved after the date in which master's degree was received.

Section 6 Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the 2021-22 school year.

Section 7 Change in Schedule: Adjustment to Semester Credits

Effective July 1, 2021, the salary schedule will be as follows:

B
B10
B20
B30
B40
M
M10
M20

An adjustment in current earned credits summary will be given to all current employees within 45 days of ratification of contract.

ARTICLE XVIII CONTRACT EXECUTION

There shall be three signed copies of the final contract for the purpose of record. One shall be retained by the Board, one by the Exclusive Representative, and one by the Superintendent.

ARTICLE XIX PUBLICATION OF THE AGREEMENT

Except for personnel policies made a part of this agreement and exhibits, copies of this Master Contract shall be printed at the expense of the District within thirty (30) days after the contract is signed and two copies placed in each building. A copy of the Master Contract will be available to view and download on the district website.

ARTICLE XX CONFORMITY TO LAW

If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI PEER ASSISTANCE

Section 1 The purpose of peer assistance is to improve the instructional effectiveness of all licensed personnel covered by this contract.

Section 2 Peer assistance shall be a part of staff development. Peer assistance shall be voluntary and not be a part of evaluation.

ARTICLE XXII PROGRESSIVE DISCIPLINE

Section 1 Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2 Grounds for Disciplinary Action: A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3 Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the teacher may elect to have a representative in attendance at any such meeting.

Section 4 Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Section 5 Removal from Duty – Investigation: Nothing in this article shall apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension, unless such suspension is invoked under the provisions of M.S. 122A.40, Subd. 13., and which shall not be subject to the grievance procedure.

ARTICLE XXIII DURATION

Section 1 Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing upon July 1, 2025, through June 30, 2027, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent pursuant to PELRA no later than March 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2 Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

This contract shall remain in full force and effect through June 30, 2027

IN WITNESS THEREOF, the parties have signed this Contract this _____ day of _____, 2025.

FOR THE EAST GRAND FORKS EDUCATION ASSOCIATION

Mark Lundberg Chair
Negotiation Committee

Abby Hearn, President
East Grand Forks Education Association

FOR INDEPENDENT SCHOOL DISTRICT #595

Lynn Brott, Chair
Board of Education

Josh Perkerewicz, Clerk
Board of Education

Memorandum of Understanding
Paid Family Medical Leave (PFML)

This Memorandum of Understanding (“MOU”) is entered into by and between East Grand Forks Education Association (“the Union”), and Independent School District No. 595 (“the District”).

WHEREAS, the Union and the District are parties to a 2025-2027 Master Agreement governing the terms and conditions of employment for Teachers who are employed by the District;

WHEREAS, the Minnesota legislature passed Paid Family Medical Leave (PFML) legislation to go into effect January 1, 2026;

WHEREAS, the Union and the District are seeking a joint resolution on PFML;

NOW, THEREFORE, the parties mutually agree to the following to go into and remain in effect throughout the duration of the 2025-27 Master Agreement;

1. Statutory authority

Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits.

2. Costs of PFML

The District shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

3. Notification to the District

Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the District with thirty (30) days’ notice prior to the start of leave when possible. If 30 days’ notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

4. Coordination of PFML and ESST/contractual leave

At the request of an employee on Paid Family Medical Leave, the District shall allow the employee to use individual accrued leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual wages between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Schedule F. In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by ESST or other contractual leave, the District shall provide the employee with the opportunity to pay back the value of some or all ESST or contractual leave. The District shall re-credit the leave back to the employee’s individual leave account.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown Below.

AUTHORIZED REPRESENTATIVE OF East Grand Forks Education Association

Date _____

INDEPENDENT SCHOOL DISTRICT NO. 595

Date _____

Memorandum of Understanding
Elementary Student Long Term Redistribution

In the case of an elementary class' students needing to be split up and redistributed to other grade level classrooms due to the loss of a contracted teacher at that grade level the host teacher would receive an additional \$200 per student, per quarter that the student is in the host teacher's class. This would only apply if the student is still in the room after five (5) consecutive days of teaching.

AUTHORIZED REPRESENTATIVE OF East Grand Forks Education Association

Date _____

INDEPENDENT SCHOOL DISTRICT NO. 595

Date _____

Final