INDEPENDENT SCHOOL DISTRICT #162 MASTER CONTRACT

2025-2027

MASTER CONTRACT 2025-2027

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ARTICLE I. PURPOSE

This Agreement is entered into between Independent School District No. 162, Bagley, Minnesota, hereinafter referred to as the School District, and the Bagley Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

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.

Whereas the School District and the Association recognize and declare that providing a quality education for the children of the School District is their mutual aim and that the character of such education depends predominately upon the quality of the teacher service, and

whereas teachers are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

whereas the School District has a statutory obligation, pursuant to the P.E.L.R.A., to bargain with the Association the teachers' terms and conditions of employment, and

whereas all definitions, school district rights and teacher rights will be per the provision of M.S. 179 as amended, and

whereas the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the preceding mutual covenant, the parties agree as follows:

ARTICLE II. NEGOTIATIONS

- Section A. Representatives of the School District and the Association will meet upon written request by either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. All meetings between the parties will be regularly scheduled to take place as promptly as possible at a time mutually agreed upon. These meetings are not intended to bypass the grievance procedure.
- Section B. Between the month of January 2025 and the following July 1st, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two (2)-year period, provided that, if the Association is not then the exclusive representative, negotiations shall be undertaken between the School District and the then duly authorized exclusive representative.
- Section C. Three (3) signed copies of the final Agreement shall be provided for the purpose of record one (1) retained by the School District, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE III. GRIEVANCE PROCEDURE

- Section A. A claim by a teacher or the Association that a violation, misinterpretation, or misapplication of any provision of this Agreement has occurred or any rule, order, or regulation of the School District has been violated may be processed as a grievance.
- Section B. In the event that a teacher believes a basis for a grievance exists, the teacher shall first discuss the alleged grievance with the appropriate building principal, either personally or accompanied by an Association representative.
- Section C. For the purpose of this article, "days" shall refer to working days. The term "working day" is defined as all week days not designated as holidays by state law or Saturdays and Sundays.
- Section D. If, as a result of the informal discussion with the appropriate building principal, an alleged grievance still exists, the grievant may invoke the formal grievance procedure through the Association on the form set forth in APPENDIX A, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the appropriate building principal. Grievances shall not be valid for consideration unless they are submitted in writing within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. If the grievance involves more than one school building, it may be filed directly with the Superintendent.
- Section E. Within five (5) days of receipt of the formal grievance, the appropriate building principal shall meet with the Association in an effort to resolve the grievance. The appropriate building principal shall indicate his/her disposition of the grievance, in writing within five (5) days of such meeting and shall furnish a copy to the Association.
- Section F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent within five (5) additional days. Within five (5) days, the Superintendent shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- Section G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the School Board by filing a written copy with the Clerk of the School Board within five (5) additional days. The School Board, within seven (7) days, shall meet with the Association on the grievance. Disposition of the grievance in writing by the School Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- Section H. If the Association is not satisfied with the disposition of the grievance by the School Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the grievance shall be submitted to the Commissioner of the Minnesota Bureau of Mediation Services (BMS) in accordance with its rules which shall likewise govern the arbitrating proceeding. The School District and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that his/her award may be entered in any court of competent jurisdiction.

- Section I. If any probationary teacher for whom a grievance is sustained shall be found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid that teacher; however, a probationary teacher involved in termination proceedings shall not have redress to this grievance procedure and shall be subject to the provisions of Minnesota Statute (M.S.) 122A.40.
- Section J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- Section K. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term may be processed through the grievance procedure until resolution.
- Section L. No reprisals of any kind will be taken by the School District against any teacher because of his or her participation in this grievance procedure.

ARTICLE IV. MAINTENANCE OF STANDARDS

- Section A. All conditions of employment shall be maintained at not less than the standards in effect at the time this Agreement is fully ratified.
- Section B. This Agreement shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written, signed amendments except as prohibited by law.
- Section C. Any individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B and shall be expressly made subject to and consistent with the terms of this Agreement. If an individual teaching contract contains any language in violation of this Agreement, this Agreement, during its duration, shall be controlling.

Every teacher shall sign at least one individual teaching contract in the form provided in APPENDIX B. An initial individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B.

Section D. Union Dues Deductions

- 1. The Association shall submit dues check off authorizations to the School District. Such authorizations may be contained within a written membership application form, an online deduction authorization, or any other legally permissible means, but must be in writing. The authorizations must contain the employee's clear, unambiguous, knowing, voluntary, and affirmative consent to have dues withheld pursuant to the conditions and duration stated in the authorization.
- 2. The School District agrees to implement the terms of the dues check off authorizations submitted by the Association, provided that the authorization contains the employee's expressed consent as described in #1. The School District will adhere to the specific provisions in the authorization regarding the duration, renewal, timing, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. The School District will not terminate employee dues deduction without proper notification from the Union.
- 3. The Association will provide to the School District the current amount of regular dues to be withheld for each individual no later than October 15 of each school term. The School District will deduct

1/8 of dues each pay period beginning in October and ending in May, and will transmit the dues to the Association each pay period following the withholdings. For teachers employed after the beginning of the school term, or who authorize deductions after October 15 of each school term, the Association will notify the School District, no later than the 15th of each month, of the appropriately proportional amount of dues to be deducted for each remaining pay period of the school term when dues will be deducted.

- 4. If a dispute occurs with an employee regarding a deduction based on the School District's adherence to the terms of a dues check off authorization provided by the Association, the Association will hold the School District harmless for the payment(s) made and will handle the dispute without cost to the School District. The Association agrees to promptly refund any dues found to have been improperly deducted and transmitted to the Union and to furnish the School District with a record of such refund.
- Section E. This Agreement shall supersede any rules, regulations, or practices of the School Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the School Board.

ARTICLE V. SALARIES

- Section A. All basic salaries are set forth in APPENDIX C1 and APPENDIX C2 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.
- Section B. A teacher's annual salary shall be paid in nine (9) or twelve (12) equal payments at the option of the teacher and shall be payable on the last working day of each month. Teachers must notify the district office of their payment option choice before the first working day of the school year. For teachers opting for the twelve (12) equal payments, the three summer checks will be made in one lump sum check on the last contractual day of the school year and shall have the same proportional payroll withholding as the previous nine checks/payments.
- Section C. Salary schedule payments are based upon the school calendar.
- Section D. Individual salary payments will be modified to reflect qualified lane changes up to two (2) times a year (by the first working day of the school year or the first working day of February) providing a transcript of qualified credits is submitted to the Superintendent's Office prior to these dates. If a transcript is not available by these dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript.
- Section E. Undergraduate level college credits shall not be used toward salary lane changes unless they meet one of the following criteria:
 - 1. mutually agreed upon in writing by the School District and the Association,
 - 2. credits that have been accepted by previous superintendents beginning with the 1983/84 school year.
- Section F. Credits applied toward lane changes for teachers hired after June 1, 1985, shall be earned after those teachers have signed their initial individual teacher contracts. At the time of signing their initial individual teacher contracts, new teachers shall be notified in writing as to the number of their current credits that the School District will accept for future lane advancement. New teachers will also be notified of the definition of "qualified" pursuant to the Unrequested Leave of Absence Article XVII of this agreement.

Section G. Additional hours of credit must be pre-approved in writing by the Superintendent and in the teaching field in order to qualify for a lane change. APPENDIX F contains the "Course Pre-Approval Request Form."

Section H. Credits meeting the above criteria may be applied toward lane changes regardless of the order or year in which they were acquired.

Section I. Teachers participating in a tax-sheltered annuity program will be allowed to enter or modify such a program effective the first (1st) of the month if appropriately notified by the fifteenth (15th) of the month or as determined by the district's TSA vendor (CPI) provided all federal and state tax rules governing such programs allow.

Section J. Teacher Serving as Athletic Director

The following language supplements the language in this CBA between the parties for the teacher serving as the part-time athletic director:

- 1) Will have a schedule that includes one (1) preparation period, four (4) periods as a classroom teacher, and two (2) periods that will be athletic director time.
- 2) Athletic director time will be one (1), continuous three (3) period block of time during the high school building's periods five (5), six (6), and seven (7). One (1) of this three (3) period block of time will be the teacher's preparation period.
- 3) Will receive compensation at the teachers step and lane placement, as indicated in the CBA, as well as additional compensation equivalent to three (3) Level one (1) A, step two (2) extra/co-curricular salaries. In addition, a teacher serving as part-time athletic director will also be afforded up to two (2) seven-hour work days after the last CBA defined regular teacher duty day and by June 30 in addition up to three (3) seven-hour work days from July 1 to when the fall sport seasons' practices officially begin (according to the Minnesota State High School League); these "work days" will be compensated on at the current hourly rate in this CBA's Appendix C1's and Appendix C2's General Provision 2.
- 4) Total compensation will be paid on either the nine (9) or twelve (12) month payment schedule, as chosen by the teacher serving as the part-time athletic director.
- 5) The School District and the teacher must mutually agree to an athletic director position. The School District may not assign the athletic director position to teachers.

Section K. Overload Teaching

- 1. Overload Teaching is defined as a teacher teaching another fulltime class in place of that teacher's preparation period.
- 2. Administrator(s) and teacher must mutually agree to teaching an overload class.
- 3. A teacher, who agrees to an overload assignment, will receive an additional 1/7 of their daily rate of pay for the length of the class.
- 4. Additional pay a teacher receives for extra-/co-curricular duties will not be included in determining the teacher's daily rate of pay.

Section L. Teacher Serving as Dean of Students

The following language supplements the language in this CBA between the parties for the teacher serving as the Dean of Students:

- 1) The position of Dean of Students will require additional duty days that will be agreed to by the teacher and the District.
- 2) The Dean of Students will receive the pay and benefits as identified in this CBA, including a full duty-free preparation period and a full 30-minute duty free lunch. However, if the teacher willingly agrees to Dean of Students' duties infringing on the teacher's preparation period, that teacher shall be paid at the teacher's hourly (salary based) rate of pay.
- 3) Additional duty days, beyond the number of contract days identified in this CBA, will be compensated at the teacher's daily (salary based) rate of pay.
- 4) The TOSA serving as a Dean of Students shall receive the teacher's hourly (salary based) rate of pay for Dean of Students' duties that occurs when District teachers are off duty on days including but not limited to weather/emergency related Late Start Days, Early Release Days, Two-Hour Late Start Staff Development Days, and Flex-/E-Learning Days. For example, if a Dean of Students' duties occurred before 10:30 A.M. on a weather related Late Start Day, that teacher would be compensated for that time at the teacher's hourly (salary based) rate of pay.
- 5) Total compensation will be paid on either the nine (9) or twelve (12) month payment schedule, as chosen by the teacher serving as the Dean of Students.
- 6) The School District and the teacher must mutually agree to a Dean of Students position. The School District may not assign the Dean of Students position to teachers. A teacher serving as Dean of Students will serve as Dean of Students in only one building (either the elementary school or high school) but not in both buildings.

Section M. Teacher Supervision of Students during Duty-Free Lunch

- 1) The supervision of students during a teacher's duty-free lunch time will be voluntary.
- 2) When the supervision of students is needed, the building principal will send a communication to all teachers asking for volunteers.
- 3) This duty will not become part of a teacher's daily schedule.
- 4) Teachers that volunteer to supervise students during their duty-free lunch time will be compensated at their hourly rate of pay, rounding up to the whole hourly salaried rate of pay.
- 5) Teachers that volunteer to supervise students during their duty-free lunch time will be able to consume their own lunch as they supervise students.

- Section A. Schedules of teachers who are assigned to more than one (1) school building shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- Section B. Teachers who are required to use their own vehicles during the school day shall be reimbursed for all scheduled travel at the rate presently in effect as determined by the Board of Education at the reorganization meeting.
- Section C. The same allowance shall be given for use of personal vehicles for field trips or other business of the School District. The School District shall provide, as secondary insurer, liability insurance protection for teachers when their personal vehicles are used as provided in this section.

ARTICLE VII. PRIOR TEACHING EXPERIENCE

All teachers shall be given full credit on the salary schedule for previous, Pre-K, ABE, ECFE/SR and K-12 teaching experience in a school that required a valid state teaching license and reflects M.S. 122A.40 minimum duration, which is currently 90 days per year. All teachers shall also be given full credit on the salary schedule for previous fulltime post-secondary teaching experience; furthermore, less than fulltime post-secondary teaching experience will be prorated by the Superintendent. No teacher with more than twelve (12) years of teaching experience shall be hired at less than the twelfth (12th) step. No teacher shall be hired above the step on the salary schedule that reflects his or her previous teaching experience. Previously accumulated unused leave days earned within the Bagley School District and that have not been paid out through severance, shall be restored to all returning teachers previously employed by the School District.

ARTICLE VIII. PROFESSIONAL BEHAVIOR

- Section A. The School Board shall not discuss or act upon any allegation of misconduct, improper behavior, or other delinquency of a teacher until the allegation has been investigated by the School District and the School District has reported to the School Board the result of the investigation. The teacher and the Association shall be notified in writing at the time that the allegation is referred to the School District for investigation.
- Section B. No formal disciplinary action shall be taken against a teacher without the teacher first being given the opportunity to be represented by the Association. The teacher may waive this representation in writing.
- Section C. Any written materials inserted into personnel files will be signed by all parties involved. Such signatures shall not indicate either agreement or disagreement with the substance of the written material but mere acknowledgment of its existence.
- Section D. All evaluations and files relating to an individual teacher and contained in that teacher's personnel file shall be available during regular School District business hours to that teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the file and to submit for inclusion in the file written information in respect to any material contained in it.

ARTICLE IX. INSURANCE

Section A. The School District will contribute an amount in accordance with APPENDIX C1 or APPENDIX C2, "General Provision 1." for each participating teacher toward the cost of the following protection plans offered by the School District:

- 1) group hospitalization/medical protection plan,
- 2) group long-term disability insurance (LTD).
- Section B. Group hospitalization/medical protection plan coverage shall be for a twelve (12) month period commencing September 1 and ending August 31 of each year.
- Section C. The health reimbursement for active teachers is made available through the Minnesota Service Cooperatives "VEBA Plan and Trust" (the VEBA). This arrangement is intended to constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in the "VEBA Plan Summary."
- Section D. The School District and the Association or their designated spokespersons will meet and confer as necessary to choose a mutually agreeable group hospitalization/medical protection plan toward which the contribution specified in Section A. above may be applied. The School District's premium contributions will be made only for those group hospitalization/medical protection plans mutually agreed upon.
- Section E. When the total premium cost of group hospitalization/medical protection plans elected by a teacher exceeds the School District's contribution, the balance due shall be deducted from the salary of the teacher in equal monthly installments through established payroll deduction procedures.

Married employees' District contributions will be combined and applied to the same hospitalization/medical protection plan (if such married employees are covered under the same hospitalization/medical protection plan).

When the total cost of group hospitalization/medical protection plans elected by a teacher is less than the School District's contribution, (or combined married employees' District contribution), the balance will be applied to the hospitalization/medical protection plan holding teacher's HSA (if the teacher has an HSA) or FSA (if the teacher has an FSA) account. District HSA or FSA contributions will be made no later than the date of the payroll in the months of September, December, March, and May and will be divided equally among those payroll events. Otherwise, the balance shall revert to the School District.

Section F. In the event that a teacher absent because of illness or disability has exhausted accrued disability leave, the benefits described in the preceding sections shall continue throughout the balance of the school year in which such illness or injury occurred.

ARTICLE X. TEACHER WORK DAY

- Section A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave thirty (30) minutes after the close of the pupils' regular school day. Teachers will remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, except that, on Fridays or on days preceding holidays or vacations, teachers shall remain in the building until the busses have departed.
- Section B. The weekly teaching load will not exceed fifteen hundred (1500) minutes of time assigned to directly teaching students. Assignment to a supervised study period(s) shall be considered minutes directly teaching students for the purposes of this article.
- Section C. All teachers shall be entitled to duty-free, uninterrupted, thirty (30)-minute lunch. Teachers shall be accorded a daily, fifty (50)-minute minimum preparation/conference block of time. In the elementary school, preparation/conference time may be divided into no more than two (2) blocks of time.

- Section D. The parties recognize that the employment of ECFE/SR teachers is unique and market driven. ECFE/SR teachers will have a work day and calendar year which is responsive to the community education program. This schedule may include evening, weekend, and summer hours both on and off site, as determined by the School District.
- Section E. Fulltime School Readiness (SR) teachers will have a regular work day of 8:00 AM to 3:30 PM on Monday through Friday when school is in session. Monday through Friday will include the daily teaching of 300 minutes, a duty free 30-minute lunch, and 50 minutes or preparation time.

Section F. Teachers who also teach Early Childhood Family Education (ECFE) shall have the following per program year: a maximum of 1,335 total duty hours with no more than 890 of those duty hours being teaching hours. Such teachers shall have a maximum of 37.5 hours of duty hours per week. The 50-minute preparation time per day and the 30-minute duty free lunch time per day will be provided proportionately based on the duration of the work day. These positions' total hours may include coordinator duties, evenings, Saturdays, or during the time when school is not in session (June, July, and August); this "flexible" time will be coordinated with said teachers and documented and reported to said teachers by the Community Education Director.

ARTICLE XI. TEACHER ASSIGNMENTS AND QUALIFICATIONS

- Section A. A teacher shall be assigned within the scope of his or her legal qualifications.
- Section B. A teacher on continuous contract who requests in writing a notice of assignment and salary will receive such notice prior to August 1 of each duty year.
- Section C. The School District will post all full-time vacancies internally and externally.
- Section D. This article does not pertain to extra-curricular activities, co-curricular activities, or the like.

ARTICLE XII. PART-TIME TEACHERS

Teachers may be employed part-time according to the following agreements.

Section A. A teacher whose contractual day is two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or more of a work day as defined in ARTICLE X. for the full school term as defined in the current school calendar shall be considered a full-time teacher and shall receive any benefits available to a full-time teacher.

A teacher whose individual teaching contract, on a complete work day basis, totals one hundred (100) days or more shall also be considered a full-time teacher.

- Section B. A teacher whose contractual day is less than two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or totals less than one hundred (100) days shall receive one-half (1/2) of fringe benefits, one-half (1/2) of disability leave and professional leave and one-half (1/2) of any other fringe benefits now available or that may be available to a full-time teacher.
- Section C. The annual contract salary for a part-time teacher shall be determined by establishing the step and lane on the salary schedule at which the teacher would be paid on a full-time basis as stated in ARTICLE V. and ARTICLE VII. Then, the following steps will be applied:

- 1) multiplying that figure by the fractional part of a work day for which the teacher is to be hired (example for one hundred fifty (150) minutes of directly teaching students (150 + (150/300 x 50)/350 x \$26,000 (step 1, lane BA-0) = \$13,000), or
- 2) determining the daily rate of pay at that figure on the salary schedule and multiplying that rate by the number of contract days for which the teacher is to be hired (example for eighty-eight (88) days of full-time employment (\$26,000/177 (total contract days) = \$146.89 and \$146.89 x 88 = \$12,936.32).

Any teacher considered to be full-time as stated in Section A. above shall advance annually one (1) step on the salary schedule. Any teacher considered to be part-time as stated in Section B. above, shall advance on the salary schedule one (1) step every two (2) years of part-time teaching service.

Section D. A teacher whose contractual day is part-time shall be compensated for his/her preparation/conference time as follows: example, for one hundred fifty (150) minutes of directly teaching students $150/300 \times 50 = \text{twenty-five}$ (25) minutes of paid preparation/conference time.

ARTICLE XIII. DISABILITY AND SAFE TIME (EARNED SICK AND SAFE TIME) LEAVE

- Section A. A teacher shall earn disability and safe time leave at the rate of twelve (12) days for each year of teaching service to the School District. The annual disability and safe time leave allowance shall be recognized on the first teacher duty day of each year. This disability and safe time leave allows full pay for individual illness or disability, including illness or disability caused by pregnancy and childbirth, and conditions and situations governed by Minnesota's Sick and Safe Time law, MN Statutes 181.940 et. Seq.
- Section B. Unused disability and safe time leave days may accumulate to a maximum of one hundred twenty (120) days per teacher. Disability and safe time leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days.
- Section C. A teacher who is unable to teach because of serious personal illness or disability and who has exhausted all accumulated paid disability and safe time leave;
 - 1) May be eligible to receive up to twelve (12) transferred disability and safe time leave days.
 - a. The school district will require the teacher to submit, prior to approval or disapproval, a district form, a medical certificate from a licensed physician verifying the serious nature of the illness or disability and the expected duration of the teacher's condition.
 - b. Transferred disability and safe time leave days cannot be used for conditions associated with normal pregnancy, child birth, or recovery periods.
 - c. Receiving teacher will pay all applicable payroll deductions, and will not earn or accrue any leave while using transferred disability and safe time leave.

Teachers with accumulated disability and safe time leave days may elect to transfer one (1) day per year, to another teacher of the same negotiating group who has an immediate medical need. Transferred days will be deducted from the total accumulated by the donor teacher. Transfer days must be approved in writing by the Superintendent. Teachers may use transferred disability and safe time leave days prior to applying for borrowed disability and safe time leave days.

2) May, with approval of the Superintendent, borrow future disability and safe time leave, not to exceed twelve (12) days. Borrowed disability and safe time leave used shall be deducted from the teacher's earned disability and safe time leave from the next contract year. In the event that the teacher does not

- continue employment for the next contract year, a deduction shall be made from the teacher's last payroll check for the borrowed disability and safe time leave days used at the teacher's daily rate of pay.
- 3) Shall be granted additional leave of absence without pay for the duration of such illness or disability or safe time condition or situation up to one (1) calendar year.
- Section D. The School District may require a teacher who is absent at least three (3) consecutive days to furnish a report by a qualified medical doctor verifying said teacher's use of disability and safe time leave. Section E. Disability and safe time leave allowed shall be deducted from the accrued disability and safe time leave days earned by the teacher.
- Section F. Disability and safe time leave shall be allowed for death or illness in the family of the teacher or teacher's spouse according to the following:
 - 1) Disability and safe time leave shall be allowed for death or illness of a spouse, parent, grandparent, child, or dependent.
 - 2) Disability and safe time leave of up to five (5) days shall be allowed for death or illness of a grandchild, brother, sister, aunt, uncle, or their spouse. Based on individual circumstances, additional days will be approved or disapproved by the Superintendent in writing on a case-by-case basis.
 - 3) Disability and safe time/Earned Safe and Sick Time (ESST) shall be allowed for any of these reasons:
 - a. The employee's mental or physical illness, treatment or preventive care;
 - b. A family member's mental or physical illness, treatment or preventive care;
 - c. Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
 - d. Closure of the employee'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; and
 - e. 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.
 - f. An employee's need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.

Disability and safe time/Earned Safe and Sick Time (ESST) shall be also granted for these allowable uses on behalf of themselves and this list of people:

- a. Their 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);
- b. Their spouse or registered domestic partner;
- c. Their sibling, stepsibling or foster sibling;
- d. Their 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;
- e. Their grandchild, foster grandchild or step-grandchild;
- f. Their grandparent or step-grandparent;
- g. A child of a sibling of the employee;
- h. A sibling of the parents of the employee;
- i. A child-in-law or sibling-in-law;
- j. Any of the family members listed in a. through i. above of an employee's spouse or registered domestic partner;
- k. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- 1. Up to one individual annually designated by the employee.

- 34) Due to individual circumstances, disability and safe time leave will be approved or disapproved by the Superintendent in writing on a case-by-case basis for death or illness of a family or non-family member not covered in 1) or 2) above.
- Section G. A teacher injured or contracting an illness on the job in service to the School District and collecting workers' compensation insurance for such injury or illness may draw disability and safe time leave, and the School District shall pay to such teacher the difference between his/her salary and the salary benefits received from workers' compensation. Disability and safe time leave shall be subtracted and pro-rated in accordance with the ratio between the amount of payment received by the teacher from the School District and the payment received from workers' compensation. For example, if the School District pays one-half (1/2) of the teacher's daily salary and workers' compensation pays one-half (1/2), the School District will deduct one-half (1/2) a day of disability and safe time leave.

ARTICLE XIV. Paid Family Medical Leave (PFML)

Section 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.

Section 2: Costs of PFML

The employer 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). District provided benefits will continue to be paid and provided by the District for the duration of the PFML event at the same rate received prior to the onset of PFML.

Section 3: Notification to the Employer

Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the employer 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.

Section 4: Coordination of PFML and ESST/Sick Leave

At the request of an employee on Paid Family Medical Leave, the employer 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 salary [wages] between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Article V.

In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by ESST/sick leave, the employer shall provide the employee with the opportunity to pay back the value of some or all ESST/sick leave. The employer shall re-credit the leave back to the employee's individual leave account.

ARTICLE XV. CHILD CARE LEAVE

Section A. The School District shall grant a child care leave without pay to any teacher, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

- Section B. In the event of pregnancy, a teacher may either commence a pregnancy leave without pay prior to the onset of disability occasioned by childbirth, or the teacher may continue teaching until the onset of disability and thereafter commence a disability leave with pay pursuant to ARTICLE XIII.
 - 1) If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the Superintendent at least five (5) weeks prior to beginning such leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
 - 2) If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the Superintendent in writing at least five (5) weeks prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated disability leave through the period of pregnancy- related disability, childbirth, and recovery.
- Section C. A teacher may take a child care leave of up to twelve (12) months by notifying the Superintendent in writing at least five (5) weeks prior to commencing the leave of the beginning date and length of the leave. The date of return from the leave shall be determined by mutual agreement between the School Board and the teacher with consideration given to natural breaks in the school year. If the teacher initiates a pregnancy leave or a disability leave pursuant to Section B. above, she may elect to notify the Superintendent of her intent to take a child care leave at the time of notice of pregnancy leave or disability leave or any time thereafter but, in no event, later than four (4) weeks prior to the commencement of child care leave.
- Section D. Child care leave may be extended or shortened only by mutual consent of the School Board and the teacher.
- Section E. Upon return from child care leave, the teacher shall be reinstated to his or her original teaching position. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he or she had accumulated prior to taking the leave. A teacher on a child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay their portion of the premium for such programs that he or she wishes to retain, commencing with the beginning of the child care leave. The district will continue to pay the district portion of the premium up to twelve (12) weeks allowed by the Family Medical Leave Act.
- Section F. Upon return from child care leave, the teacher will receive credit on the salary schedule and seniority list for a full year of teaching if he or she has taught two (2) or more quarters. An exception is that no teacher shall earn credit for two (2) full years while serving only one-half (1/2) of two (2) consecutive school years.
- Section G. The applicable periods of probation for teachers as set forth in M.S. 122A.40, which currently requires probationary teachers to teach at least 90 days in a school year for that year to count towards achieving tenure.

ARTICLE XVI. OTHER LEAVES OF ABSENCE

- Section A. A sabbatical leave of absence without pay will be granted teachers who wish to do approved, accredited, advanced study provided they have taught in the School District for at least five (5) years.
- Section B. A teacher, upon return from a sabbatical leave, shall be restored to his or her former position or to a position of like nature and status and shall be placed one (1) step above his/her position on the salary

schedule when he/she took sabbatical leave. He/she shall maintain tenure, accrued disability leave, and all other accrued benefits provided in this Agreement.

- Section C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- Section D. A leave of absence of up to four (4) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff or for public office. Upon return from such leave, such teachers shall maintain all seniority, salary, and fringe benefits which had accrued prior to the leave.
- Section E. One (1) leave of absence of up to two (2) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least five (5) years and they make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year.
- Section F. One (1) leave of absence of three (3) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least twenty (20) years. Eligible teachers must make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year. Leaves defined in Sections E. and F. may not be taken consecutively.
- Section G. For purposes of this section, "paid personal leave" means that a teacher will receive full salary, and the School District will pay for the substitute teacher. All personal leave must be taken in full day or half day increments when "external substitute" teachers are utilized. Personal leave may be taken on a one (1) or two (2) hour basis when "internal substitute" teachers volunteer to cover teaching assignments at the current hourly rate of pay. Teacher preparation/conference time taken counts as personal leave. A teacher will be granted two (2) three (3) days of paid personal leave per year up to one (1) day may be banked for a total accumulation of three (3 4) paid personal days, the exception to this total accumulation being the addition of up to two (2) paid personal days resulting from unused disability (ESST) leave days conversion (allowed under and detailed within Section H of this Article). Only full or half days may be banked at the end of the school year. All requests to leave the building during the duty day must be approved by the building principal or designee and recorded on a personal leave form or the staff check out list. If the staff check out list is used to record the time out of the building, it does not count as personal leave.
- Section H. After a teacher has converted the maximum number of unused disability leave days to severance pay days, i.e. five (5) days per ARTICLE XVIII, Section C., that teacher can convert additional disability leave days unused at the end of each school year into personal leave days for the following school year under the following conditions and circumstances.
 - 1) The disability leave unused at the end of the school year is converted into personal leave at the rate of six (6) days of unused disability leave for each single day of personal leave. This leave does not accumulate and must be used the next school year.
 - 2) Personal leave is obtained only in full-day increments, e.g.:

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1-5 disability leave days = 0 personal leave day, 6-11 disability leave days = 1 personal leave day,
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disability leave days = 2 personal leave days.

- 3) The personal leave days acquired through this section and the discretionary personal leave days (Section I. below) and paid personal leave days provided for in Sections G. above cannot total more than five (5) seven (7) days in one (1) school year.
- 4) A teacher using converted personal leave days will receive full salary, and the School District will pay for the substitute teacher.
- Section I. "Discretionary personal leave" means that the teacher will receive full salary, and the teacher will pay for the substitute teacher. The teacher is entitled to up to three (3) four (4) discretionary days. The discretionary days and paid personal days cannot total more than five (5) seven (7)in one (1) year. Discretionary days are not cumulative.
- Section J. Other personal leave must be approved in writing by the Superintendent. The teacher will forfeit 178th of his/her base salary, and the School District will pay for the substitute teacher.
- Section K. The Superintendent may choose not to grant more than nine (9) personal leave requests on a given day in either the high school or the elementary. If more than nine (9) requests are made, approval will be based upon seniority as per ARTICLE XVII.
- Section L. Personal leave days need not be used consecutively.
- Section M. Teachers will be reimbursed for unused, paid personal leave days at the end of the school year at the current substitute daily rate of pay for each unused personal leave day. Only full days or half days may be reimbursed at the end of the school year.

ARTICLE XVII. UNREQUESTED LEAVE OF ABSENCE (ULA)

- Section A. The School Board may place teachers on ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.
- Section B. For the purposes of this article, the terms defined below shall have the meanings ascribed to them.
 - 1) "Qualified" shall mean a teacher who is licensed in the subject matter as established by the current seniority list and has taught in the subject matter in the School District within the past five (5) years, including the current school year. Teachers will also be qualified in those specific areas in which, in addition to being licensed, they have earned three (3) semester post-secondary credits in the immediately preceding five (5) school years, including the current school year, and have documented such credits with an official transcript on file in the Superintendent's office. These credits can be graduate or undergraduate credits in the specific area(s) of licensure. These credits must be pre-approved by the Superintendent in writing and can be credited toward a lane change.
 - 2) "Seniority" means the number of years of continuous teaching service in the School District from a teacher's first contractual workshop day of employment in the School District. An individual teacher's first contractual workshop day of employment in the School District shall be considered a teacher's "first universal- District wide contractual workshop day of employment" in the School District. Teachers who are hired by the District during the school year after the first universal- District wide contractual workshop day of the school year shall have their first day of contractual service to the School District serve as their seniority date. Teachers on authorized leave of absence shall retain the years of "seniority" they acquired before being placed on unrequested leave.

"Seniority" shall be further defined to include service for which a license was required excluding service as a coach or extra-curricular or co-curricular sponsor/advisor. Seniority shall be granted for long-term substitute teaching when such service is for a minimum of thirty (30) consecutive days in the same assignment and continues into regular employment.

- Section C. The School District may place teachers on ULA, without pay or fringe benefits, for a period not to exceed five (5) years from the time such leave begins. Such leave shall be effective at the end of the teacher's current individual teaching contract.
 - 1) Teachers will be placed on ULA in reverse order of seniority in the area(s) for which they are qualified.
 - 2) A 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. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by the teacher's first contractual workshop day of employment in the School District. An individual teacher's first contractual workshop day of employment in the School District shall be considered a teacher's "first universal- District wide contractual workshop day of employment" in the School District. Teachers who are hired by the District during the school year after the first universal- District wide contractual workshop day of the school year shall have their first day of contractual service to the School District serve as their seniority date.
 - 3) Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional (out-of-field permission) license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license (out-of-field permission) in the same field.
 - 4) Teachers to be placed on ULA shall receive a notification of proposed placement no later than May 1 of the school year after which the leave is to be immediately effective
 - 5) 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 notice to the teacher of his or her right to request a hearing on the proposed placement within 14 calendar 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.
 - 6) If the 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.
 - 7) Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

- Section D. In the event a reduction in the number of teachers affects teachers with identical seniority, then the teacher or teachers with fewer total years of full-time teaching in the School District shall be the one(s) selected to be placed on ULA. If, after the application of the above criteria, a tie still exists, the teacher or teachers to be placed on ULA shall be determined by Minnesota teacher's license number those teachers holding licenses with the higher numbers to be placed on ULA first.
- Section E. Any teacher placed on ULA may engage in teaching or any other employment during such leave period. Being placed on ULA will not result in loss of seniority accrued before such placement.
- Section F. 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 their reinstatement period.
- Section G. Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.
- Section H. No new teachers shall be employed by the School District while any qualified teacher is on ULA. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA. Teachers placed on ULA shall be reinstated to vacant positions in the School District as such positions become available. The order of reinstatement shall be in reverse of the order in which teachers were placed on ULA.
 - 1) When placed on ULA, a teacher shall file a name and address with the School District's personnel office. Notice of availability of position or reinstatement will be mailed to such address and the president of the Association. Proof of service by the appropriate person in the School District depositing such notice to the teacher by registered mail at the name and address on file shall be sufficient proof of notice. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided. The teacher on ULA shall be responsible to provide a current address or arrange for the forwarding of mail.
 - 2) If a position becomes available for a qualified teacher on ULA, the School District shall notify the appropriate teacher as stated above. The teacher so notified shall have twenty-one (21) calendar days after the receipt of notification to accept reinstatement. The School District shall have the right to fill any position on a temporary basis pending completion of the reinstatement procedure.
 - 3) A teacher who fails to respond to a notification of reinstatement within the twenty-one (21) calendar days or who chooses not to accept the position so offered shall forfeit all claim to that position but shall retain position on any applicable seniority list. However, if notice of reinstatement is sent on or after July 15, the teacher so notified shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year, if said teacher is currently employed on a contractual basis.
 - 4) Reinstatement rights shall automatically cease five (5) years from the date of ULA, and no further rights of reinstatement or other benefits under this article shall exist.
 - 5) A teacher who acquires additional licensure while on ULA shall not have bumping rights for those areas of additional licensure but shall be considered qualified for new positions created by the School District in those areas.
 - 6) A teacher being recalled from ULA will be restored to full rights as provided by the Master Agreement.

Section I. Each school year prior to January 1, the School Board shall cause a seniority list to be prepared containing names, areas of certification, amounts of seniority, total teaching years in the School District, and rank and shall post such list in an official place in each school building of the School District with a copy to be sent to the president of the Association. The order of names on such seniority list shall be subject to the grievance procedure, if the grievance procedure is initiated by February 15. Correctable errors in the seniority list will be rectified if mutually agreed upon before April 15. The chairperson of the "Teacher Rights Committee" and the Superintendent will meet no later than February 1 of each calendar year to discuss appropriate placement of teachers on the seniority list.

Section J. Seniority of a part-time teacher shall accrue at the same rate as fringe benefits as stated in ARTICLE XII, Section B.

ARTICLE XVIII. SEVERANCE PAY

Section A. "Eligible teachers" are defined as teachers who have completed at least twelve (12) years of at least half time continuous teaching service with the School District, including guidance and media specialists, and who have severed employment from the School District because of (a) the submission of a written resignation accepted by the School Board, (b) passing away while employed by the School District as a teacher, or (c) being discharged for a continuing disability after a leave of absence pursuant to Minnesota law. Severance payments will be administered under the Master Agreement in place the final day that the teacher provides direct teaching service to the School District. Direct teaching service shall not include any extracurricular activities, extended employment, or other extra duties. Severance pay under this article shall not be granted to a teacher who is discharged for reasons other than those listed above in this section or who has previously been paid severance pay by the School District.

Section B. Eligible teachers, upon severance of employment with the School District, shall receive as severance pay an amount representing fifty percent (50%) of their unused number of disability leave days multiplied by their daily rates of pay as established in Section C. below but not to exceed forty-five (45) days.

Eligible teachers shall also receive as severance pay one (1) day of pay, up to a maximum of five (5) days of pay, as established in Section C. below, for each eight (8) days of unused disability leave that are lost after July 1, 1989, pursuant to the maximum accumulation of disability leave defined in ARTICLE XIII, Section B.

Eligible teachers also shall receive as severance pay an amount representing five (5) days of pay, up to a maximum of sixty (60) days of pay, as established in Section C. below, for each year of service beyond twelve (12) years.

- Section C. In applying the provisions of this article, a teacher's daily rate of pay shall be the basic daily rate of pay (per APPENDIX C) at the time of severance of employment or the basic daily rate of pay (per APPENDIX C) in the basic school year (Sept. 1-Aug. 30) in which the teacher reaches age fifty-five (55), whichever is least. The basic daily rate of pay shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation.
- Section D. Severance pay shall be paid by the School District into Minnesota State Retirement System, health care savings plan, pursuant to M.S. 352.98 (MSRS HCSP) in sixty (60) equal, monthly installments over five (5) years. In the event the severance of employment is due to the teacher's death, the severance payment shall be paid to the teacher's beneficiary or estate in full. The payments will commence within sixty (60) days of the effective date of the teacher's severance of employment from the School District.

For teachers hired prior to September 1, 1995 (or those granted tenure by the School District prior to June 30, 1999), the School District will provide an annual contribution of \$400 to a teacher's MSRS HCSP no later than December 31. The cumulative contributions to each individual teacher shall be deducted from that teacher's severance payment established by other sections of this article.

Upon establishment of the rate of pay per Section C. above, advance payment(s) to the teacher's MSRS HCSP may be made at the sole discretion of the School District. The amount of advance payment(s), if any, shall be deducted from the total payment resulting from eligibility under this article.

Section E. Eligible teachers who qualify for severance pay pursuant to this article shall also receive a School District insurance premium contribution.

A maximum \$11,400 insurance contribution will be made to a teacher's MSRS HCSP upon severance. The former teacher will receive \$2,280 per year until he/she reaches the age of Medicare eligibility. The annual payment of \$2,280 will be made in the month of September and shall be pro-rated for the year in which the eligible teacher reaches the age of Medicare eligibility.

Section F. Any former teacher may remain in the School District's group insurance plans under the following conditions, pursuant to M.S. Section 471.61, Subd. 2b.:

- 1) he/she is receiving a disability benefit or annuity from a Minnesota public pension plan or has met age and service requirements necessary to receive an annuity from such a plan;
- 2) he/she has maintained continuous insurance coverage in the group;
- 3) he/she pays his/her own premiums to the District Office.

Section G. For teachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), the School District will annually contribute matching 403(b) funds (administered by the district vendor CPI) for the 2002/2003 (and subsequent) contract year into an approved 403(b) plan in accordance with the following schedule:

| Years of Teaching Experience | Amount Contributed |
|------------------------------|--------------------|
| in the School District | |
| 0-3 | \$300 |
| 4-9 | \$500 |
| 10-14 | \$750 |
| 15-19 | \$1,100 |
| 20-24 | \$1,600 |
| 25 <mark>-29</mark> | \$2,100 |
| 30+ | \$2,600 |

Eligible teachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), are not eligible for severance benefits contained in other sections of this article but will receive one-half (1/2) of their unused sick leave at a daily rate of pay equal to the daily substitute teacher rate when severing employment with a minimum of twelve (12) years of teaching service.

The School District's only obligation is to provide the 403(b) or MSRS HCSP amounts as stated in this article, and the School District shall, therefore, be held forever harmless from any claims associated with 403(b) or MSRS HCSP participation or non-participation.

Section A. Assignments for the adult education (not to include community service), driver education, summer school programs, tutorial programs, and part-time special programs will be made by the School District on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the School District during the normal school year. These assignments shall not be obligatory but shall be with the consent of the teachers. Teachers shall be compensated for teaching in any of such programs at the hourly rate specified in APPENDIX C1 and APPENDIX C2, "General Provision 2."

Section B. The School District shall disclose the amount received from the post-secondary institution placing the student teachers in the School District. Monies made available to the School District by the placing post-secondary institution shall be submitted upon receipt to the Northwest Minnesota Foundation and designated for the "Bagley Area Scholarship Fund."

Section C. Compensation for non-teaching duties such as ticket-taking, game supervision, bus chaperoning, and dance chaperoning will be based upon the following schedule. Exceptions will include dance chaperones who are already compensated through the extra-curricular pay schedule and work at district or regional athletic events held locally, and teacher serving as an official, umpire, referee, judge, etc. who is an active member of an officiating association will be paid by the District according to that association's payment schedule:

| Tournament (all day) | \$90.00 |
|---------------------------------|----------------------------|
| Ticket takers/sellers | \$46.00 |
| Supervision | \$44.00 |
| Referee- "B" squad and Jr. high | \$36.00/\$52.00 (1 Game) |
| | \$72.00/\$104.00 (2 Games) |
| | Non-Certified/Certified |
| Time clock operator, bookkeeper | |
| and announcer ("A" and "B") | \$52.00 (2 Games) |
| | \$78.00 (3 Games) |
| 3 Hour dance chaperone(s)* | \$90.00 |
| 4 Hour dance chaperone(s)* | \$125.00 |
| Prom or 5 Hour dance chaperone* | \$156.00 |

*Note: Dance set up and take down counts as time worked (not to exceed half an hour before and after the scheduled dance allotted time). For example, a dance chaperone who is working a "four-hour dance" but total time setting up, chaperoning, and taking down meets five hours, that chaperone will be paid at the "5 Hour Dance Chaperone" rate.

Bus chaperones - radius of forty-five (45) miles or less; radius of \$44.00 Over forty-five (45) miles \$62.00 Football Chains and Down Marker \$52.00 Volleyball Line Judges \$52.00 Cross Country Marshall \$52.00 Operator of Varsity & Junior Varsity Football Scoreboard \$52.00 Announcer for Prom \$52.00

In the absence of a position or service being explicitly listed and/or defined in this article and/or Master Agreement/CBA, being explicitly listed and/or defined by a competitive section or region, or being explicitly listed and/or defined by an official, referee, or umpire association, the default payment will be at the hourly rate defined in General Provision 2 in both Appendix C1 and Appendix C2.

Section D. Compensation for extra-curricular duties shall be in accordance with APPENDIX E-1 and E-2.

ARTICLE XX. CLASS SIZE

Section A. The School Board and the Association agree that it is in the best interest of the student to set a class size limit. The determination of any individual class size limit shall include consideration of available monies and availability of facilities.

Section B. "Optimum," as used in this article, means the largest number of students in a given class required for the highest possible educational achievement of each student in that class but does not address a maximum or minimum number of students in a given class.

Section C. Optimum class sizes will be as follows:

Kindergarten twenty (20) students, lst grade twenty (20) students, 2nd grade twenty (20) students, 3rd grade twenty (20) students.

Section D. Class size in any classroom shall be limited to provide a safe environment for the students in that given class.

This article does not interfere with the Districts right to establish class size and is not subject to grievance and arbitration under Article III.

ARTICLE XXI. SCHOOL CALENDAR

Section A. Each upcoming school year calendar shall be set prior to April 1. Changes in the school year calendar may be made by the School District for cause. Such changes may not affect the beginning nor ending dates of the school year, nor may they affect a scheduled vacation day that immediately precedes or follows a national holiday, except by mutual consent.

Section B. The days in session for each school year shall be as follows:

Scheduled days of attendance: 178 days

Section C. All licensed ECFE/SR teacher(s), half-time or greater equivalent employment shall have 178 duty days from July 1 to June 30 of each school year.

Section D. Flexible Learning Days

On days when school in canceled due to inclement weather or other unforeseeable events, students and teachers will utilize developmentally appropriate resources to communicate and engage in flexible learning experiences that are related to current classroom curriculum goals and skills.

Bagley Public Schools will utilize Flexible Learning Days beginning on the first day when school is canceled due to inclement weather or other unforeseeable events and beyond during the school year.

Due to the utilization of Flexible Learning Days NO additional days will be added to the school calendar at the end of the year to make up for days that may have occurred.

If possible, prior to a Flexible Learning Day, teachers will inform students of said teacher's preferred method of students accessing Flexible Learning Day activities and/or assignments.

On Flexible Learning Days, teachers will:

- When possible, post learning goals, activities, and assignments by 9:00 AM.
- Provide students information for the Flexible Learning Days through SeeSaw for grades Kindergarten through and including Second and Google Classroom for grades Third through and including Twelfth. Teachers will consult with administration if a learning platform is incapacitated. Teachers will give preferred contact information to their students.
- When possible, monitor school email to answer questions and provide feedback to students and parents between 10:00 AM and noon and between 12:30 and 3:00 PM.
- Teachers may also elect to provide Flexible Learning Day activities and/or assignments prior to the execution of Flexible Learning Days through either hard copy and/or electronic formats.

Teachers, will not be required to share personal contact information. Example alternative formats include, but are not limited to, school email, SeeSaw, and Google Classroom.

Plans to address inconsistent internet access for teachers are to be made with the supervising administrator.

Considerations will be made for substitutes or teachers who may be unable to work on a Flexible Learning Day because they are sick or providing care to their children who may also be home due to school closing.

Teachers are not required to report to school on Flexible Learning Days.

For graded assignments and/or activities assigned directly on a Flexible Learning Day, teachers will allow students two additional school days to complete and submit said assignments and/or activities; this is in consideration of students with inconsistent or non-existent Wi-Fi and/or network connectivity.

On Flexible Learning Days, administrators will notify parents, students and staff at least two hours prior to the normal school start time and be available for any issues that may arise throughout the day.

Communication regarding Flexible Learning Days will:

- Be sent via district automated call/text system on the day of Flexible Learning Days.
- Be displayed on the District web page.
- Other notification tools may include:
 - o Facebook
 - o X (formerly Twitter)
 - o Bagley Area Radio
 - o Bagley Schools Cell Phone App
 - \cap TV

The last day of each school year will be utilized as a teacher work day. Students will not be in attendance on that day, nor will it be included as a Flexible Learning Day.

ARTICLE XXII. DURATION

This Agreement shall be effective upon the date of its full ratification, and shall continue in effect until June 30, 2027. If a new Agreement has not been duly entered into prior to June 30, 2027, the terms of this Agreement

shall continue in full force and effect until such new Agreement is fully ratified, which shall then be fully retroactive to July 1, 2027.

APPENDIX A

FORMAL GRIEVANCE FORM

| I | | hereby file the |
|---|-----------|-----------------|
| following grievance on (date) | , | , |
| Statement of Grievance: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Submitted to | on (date) | , |
| | _ | |
| Signature of Grievant | | |
| Signature of Professional Rights and Responsibilities Chairperson | | |
| Signature of School District Designate | | |

This contract should not be used for student teachers, interns, or substitute teachers.

Appendix B

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

| The S | chool Board of Independent School District No. | of the State of Minnesota, | , Minnesota, |
|---------|--|--|---|
| enters | into this agreement, pursuant to M.S. 125.12 122A.40 as amended, with | | a legally |
| | | (Name of Teacher) | |
| qualifi | ed and licensed teacher who agrees to teach in the public schools of said of | district as | |
| | | Assignment) | (Insert Genera |
| | | | 4- 00 |
| The fo | illowing provisions shall apply and are a part of this contract: | for the school year 20 | 10 20 |
| 1. I | Basic Services: Said teacher shall faithfully perform the services prescrispecifically described in this contract, abide by the rules and regulations as ethereto, for the annual salary indicated below, and agrees to teach in the necessary license. | stablished by the school board and State Board of Education, and an | ny additions or amendment |
| (| Duration : This contract is subject to the provisions of M.S. 125.12 122A qualification, licensure, employment, termination and discharge for cause mutual consent of the school board and the teacher or unless terminated as | of teachers. Thereafter this contract shall remain in full force and | effect except if modified b |
| 3. I | Duty Year . The teacher's duty year and vacation days shall be as adopte school board is authorized to conduct school if the school board so determine | d by the school board, and the teacher agrees to teach on those | legal holidays on which th |
| 4. i | on such other day in lieu thereof as determined by the school board. Additional Services: The school board, or its designated representative established compensation for such services which exceed the services author in paragraph 6 of this contract or by letter of assignment, together with a redesignated representative, may make any additions or amendments during and compensation, if any, for such assignment shall not become a part of | orized in paragraph 1. Said extracurricular, co-curricular or other ass recitation of the compensation, if any, to be paid for said assignme g the duty year as shall be necessary. Said extracurricular, co-curri | signments may be describe ent. The school board, or it cular, or other assignment |
| | immediately following the assignment. Reference: This contract shall be subject to the agreement between the so | shool district and the evaluative representative if any, and the provisi | ions of the Dublic |
| | Employment Labor Relations Act as amended. | and the provis | ions of the Public |
| | Special Provisions: (Insert here any other contractual provisions). | | |
| | In addition, said teacher agrees to perform the following additional services | for the additional salary indicated. | |
| | Additional Service | Additional Compensa | ation |
| | 1 | | |
| | 2. | | |
| | 3. | | |
| 7. In C | onsideration thereof, the school board agrees to pay said teacher the follow | \$wing annual salary: | |
| | \$ | | |
| , | Ψ | _ I of basic services | |
| ; | \$ | _ For additional services as set forth in paragraph 6 | |
| ; | \$ | _ Total salary, exclusive of fringe benefits | |
| | Such salary shall be paid as authorized and in such installments during the pe effective only after it has been authorized by the school board in appropriate the school board in school board | | ard regulation. This contrac |
| IN WI | TNESS THEREOF I have subscribed my signature this | _ day of | , 20 |
| | , • | Teacher | |
| | | | |
| IN WI | TNESS THEREOF we have subscribed our signatures this | day of | , 20 |
| | | INDEPENDENT SCHOOL DISTRICT | NO. |
| WHITE | E - Board's Copy | Chairman | |
| | N - Teacher's Copy | Clerk | |

APPENDIX C1

2025-2026 SALARY SCHEDULE

| STEP | BA | BA+10 | BA+20 | BA+30 | BA+40/MA | BA+50/MA+10 | MA+20 |
|------|--------|--------|--------|--------|----------|-------------|--------|
| 0 | 44,464 | 45,353 | 46,491 | 47,885 | 50,280 | 52,793 | 55,432 |
| 1 | 45,503 | 46,412 | 47,571 | 49,081 | 51,614 | 54,198 | 56,906 |
| 2 | 46,561 | 47,493 | 48,682 | 50,307 | 52,987 | 55,638 | 58,418 |
| 3 | 47,648 | 48,598 | 49,813 | 51,566 | 54,398 | 57,119 | 59,975 |
| 4 | 48,755 | 49,729 | 50,975 | 52,853 | 55,844 | 58,637 | 61,567 |
| 5 | 49,892 | 50,891 | 52,163 | 54,174 | 57,328 | 60,196 | 63,204 |
| 6 | 51,055 | 52,078 | 53,378 | 55,530 | 58,855 | 61,797 | 64,887 |
| 7 | 52,246 | 53,289 | 54,624 | 56,916 | 60,422 | 63,442 | 66,614 |
| 8 | 53,461 | 54,531 | 55,895 | 58,341 | 62,028 | 65,129 | 68,385 |
| 9 | 54,883 | 55,983 | 57,383 | 60,091 | 63,888 | 67,299 | 70,664 |
| 10 | 56,345 | 57,472 | 58,908 | 61,893 | 65,803 | 69,540 | 73,015 |
| 11 | 57,842 | 59,001 | 60,475 | 63,750 | 67,779 | 71,856 | 75,447 |
| 12 | 63,008 | 64,268 | 65,876 | 69,445 | 73,833 | 78,275 | 82,188 |

General Provisions:

1. The School District will pay-hospitalization/medical protection insurance and LTD insurance for each teacher who qualifies and is enrolled in the School District's group insurance plans an amount not to exceed the following: \$747 \$869 per month per single policy or \$1,150 \$1,337 per month per family policy toward the premiums.

In addition, if a teacher elects to enroll and participate in a District sponsored HSA hospitalization/medical protection insurance plan, the District shall also contribute a one-time \$1,000 deposit to a teacher's HSA account regardless if the teacher has a single or family hospitalization/medical protection insurance plan no later than the date of September 2025 payroll. In the case of a married employees, each employee will receive this District HSA contribution, and the employee may elect to have this contribution be deposited into either the employee's or the employee's spouse's HSA account.

Conversely, if a teacher elects to enroll and participate in a District sponsored non-HSA hospitalization/medical protection insurance plan, the District shall also contribute a one-time \$1,000 deposit to a teacher's FSA account regardless if the teacher has a single or family hospitalization/medical protection insurance plan no later than the date of September 2025 payroll. In the case of a married employees, each employee will receive this District FSA contribution, and the employee may elect to have this contribution be deposited into either the employee's or the employee's spouse's FSA account.

- 2. Instructional service that is not a part of the regular or extra-curricular assignment i.e. "Title I Instruction" of three (3) hours or less per day; summer school; adult education (not to include community service/education); driver education; grant-sustained programs; assigned supervision of the gymnasium outside of the pupils' regular school day; alternative education; workshops, trainings, meetings, and interviews; concessions stand supervisor, athletic director's summertime work days; school counselor and tech integrationist summer duties beyond normal contract workdays; etc. will be paid for at \$29.00 \$31.25 per hour.
- 3. The annual sick leave allowance is twelve (12) days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of three (3) or more consecutive days.
- 4. The School Board reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
- 5. Pay for extra-curricular assignments is in addition to the basic salary schedule.
- 6. The "BA+75 quarter hour (or BA 50 semester hour) lane" (equivalent to "MA+15 quarter hour (or 10 semester hour)" is effective beginning July 1, 1987. No bachelor's lane beyond the "BA+75 quarter hour (or BA 50 semester hours)" will exist.

APPENDIX C2

2026-2027 SALARY SCHEDULE

| STEP | BA | BA+10 | BA+20 | BA+30 | BA+40/MA | BA+50/MA+10 | MA+20 |
|------|--------|--------|--------|--------|----------|-------------|--------|
| 0 | 45,353 | 46,260 | 47,420 | 48,843 | 51,285 | 53,849 | 56,541 |
| 1 | 46,413 | 47,340 | 48,522 | 50,063 | 52,646 | 55,282 | 58,044 |
| 2 | 47,492 | 48,443 | 49,655 | 51,314 | 54,047 | 56,751 | 59,587 |
| 3 | 48,601 | 49,570 | 50,809 | 52,597 | 55,486 | 58,261 | 61,174 |
| 4 | 49,730 | 50,724 | 51,994 | 53,910 | 56,961 | 59,809 | 62,799 |
| 5 | 50,890 | 51,909 | 53,206 | 55,258 | 58,475 | 61,400 | 64,468 |
| 6 | 52,076 | 53,120 | 54,445 | 56,640 | 60,032 | 63,033 | 66,185 |
| 7 | 53,291 | 54,355 | 55,717 | 58,054 | 61,630 | 64,711 | 67,946 |
| 8 | 54,530 | 55,622 | 57,013 | 59,508 | 63,269 | 66,432 | 69,753 |
| 9 | 55,981 | 57,102 | 58,531 | 61,293 | 65,165 | 68,645 | 72,077 |
| 10 | 57,472 | 58,621 | 60,086 | 63,130 | 67,119 | 70,930 | 74,475 |
| 11 | 58,999 | 60,181 | 61,684 | 65,025 | 69,135 | 73,293 | 76,956 |
| 12 | 64,269 | 65,554 | 67,193 | 70,834 | 75,309 | 79,840 | 83,831 |

General Provisions:

- 1. The School District will pay hospitalization/medical protection insurance and LTD insurance for each teacher who qualifies and is enrolled in the School District's group insurance plans an amount not to exceed the following: \$818 \$926 per month per single policy or \$1,259 \$1488 per month per family policy toward the premiums.
- 2. Instructional service that is not a part of the regular or extra-curricular assignment i.e. "Title I Instruction" of three (3) hours or less per day; summer school; adult education (not to include community service/education); driver education; grant-sustained programs; assigned supervision of the gymnasium outside of the pupils' regular school day; alternative education; workshops, trainings, meetings, and interviews; concessions stand supervisor, athletic director's summertime work days; school counselor and tech integrationist summer duties beyond normal contract workdays; etc. will be paid for at \$30.00 \$32.50 per hour.
- 3. The annual sick leave allowance is 12 days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of 3 or more consecutive days.
- 4. The Board of Education reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
- 5. The schedule of extra pay for extra-curricular assignments is in addition to the basic salary schedule.
- 6. The "BA+75 quarter hour (or BA 50 semester hour) lane" (equivalent to "MA+15 quarter hour (or 10 semester hour)" is effective beginning July 1, 1987. No bachelor's lane beyond the "BA+75 quarter hour (or BA 50 semester hours)" will exist.

APPENDIX D

| NOTICE OF ASSIGNME | NT AND SALARY | FOR SCHOOL YEAR: | |
|--------------------------|-----------------------|------------------|--|
| | | | |
| Teacher: | | | |
| | | | |
| | | Step: | |
| Additional Services: | | | |
| Salary: | | | |
| Accumulated Sick Leave a | s of the First Day of | this Duty Year: | |

APPENDIX E-1 2025-2026 EXTRA-CURRICULAR SALARY SCHEDULE

| LEVEL I - A | LEVEL II | LEVEL III | LEVEL IV |
|---|---|---|--|
| Step 1 \$5,041 | Step 1 \$3,490 | Step 1 \$3,101 | Step 1 \$2,713 |
| Step 2 \$5,658 | Step 2 \$3,915 | Step 2 \$3,479 | Step 2 \$3,047 |
| Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor LEVEL I – B Step 1 \$3,608 Step 2 \$4,032 Annual Advisor Three Act Play Director Musical Director Speech Director Student Council | Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track | C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Cheerleader Advisor Messenger Advisor | Jr. High Football Jr. High Volleyball Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track Junior Class Advisor AV Director, Elementary AV Director, High School Band, Elementary Lessons Band, Summer Program One Act Play Director Pep Band Director |
| LEVEL V | LEVEL VI | LEVEL VII | LEVEL VIII |
| Step 1 \$2,326 | Step 1 \$1,782 | Step 1 \$1,163 | Step 1 \$583 |
| Step 2 \$2,611 | Step 2 \$2,001 | Step 2 \$1,304 | Step 2 \$656 |
| Jr. High Drama Club Director Musical, Orchestra Director Junior Class Advisor Robotics Advisor History Day Advisor Science Fair Director | Musical, Sets Supervision Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir or Jazz Ensemble Mock Trial Coach | Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor Elementary Annual Advisor Robotics Assistant Elem./Mid. School Robotics Advisor Riverwatch Advisor | National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Elem. Math Club Advisor/Math Masters Coach Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator LEVEL IX Step 1 \$111 Step 2 \$168 7th Grade Advisor 8th Grade Advisor 9th Grade Advisor |

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in advising does not count towards experience in coaching.

2)Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

- -Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.
- -Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.
- -Varisty head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$220 for Step 1 or
- \$240 for Step 2 to their final salary.
 Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an
- additional \$220 for Step 1 or \$240 for Step 2 to their final salary.

 Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add
- Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.

APPENDIX E-2 2026-2027 EXTRA-CURRICULAR SALARY SCHEDULE

| LEVEL I - A Step 1 \$5,142 Step 2 \$5,771 Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor | LEVEL II Step 1 \$3,560 Step 2 \$3,993 Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track | LEVEL III Step 1 \$3,163 Step 2 \$3,549 C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Cheerleader Advisor Messenger Advisor | LEVEL IV Step 1 \$2,767 Step 2 \$3,108 Jr. High Football Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track Junior Class Advisor AV Director, Elementary AV Director, High School Band, Elementary Lessons |
|--|---|---|--|
| LEVEL I – B Step 1 \$3,680 Step 2 \$4,113 Annual Advisor Three Act Play Director Musical Director Speech Director Student Council LEVEL V | LEVEL VI | LEVEL VII | Band, Summer Program One Act Play Director Pep Band Director |
| Step 1 \$2,372 Step 2 \$2,663 | Step 1 \$1,818 Step 2 \$2,041 | Step 1 \$1,186 Step 2 \$1,330 | Step 1 \$595 Step 2 \$669 |
| Jr. High Drama Club Director Musical, Orchestra Director Junior Class Advisor Robotics Advisor History Day Advisor Science Fair Director | Musical, Sets Supervision Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir or Jazz Ensemble Mock Trial Coach | Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor Elementary Annual Advisor Robotics Assistant Elem./Mid. School Robotics Advisor Riverwatch Advisor | National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Elem. Math Club Advisor/Math Masters Coach Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator LEVEL IX Step 1 \$113 Step 2 \$172 7 th Grade Advisor 8 th Grade Advisor 9 th Grade Advisor |

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in advising does not count towards experience in coaching.

2)Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

- -Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.
- -Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.
- -Varsity head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$220 for Step 1 or
- \$240 for Step 2 to their final salary.
 Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an
- additional \$220 for Step 1 or \$240 for Step 2 to their final salary.

 Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add
- Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add an additional \$220 for Step 1 or \$240 for Step 2 to their final salary.

APPENDIX F

COURSE PRE-APPROVAL REQUEST FORM

| Name | Date | , 20 |
|--|--|------------|
| Current Teaching Assignment and Grade Leve | l: | |
| Present Lane on the Salary Schedule: Check (sem. hr.)BABA+10BA+20 Check one of the following: | | A+10 MA+20 |
| A. Pre-approval requested for salary sch | nedule advancement only. | |
| | y in an area for which I am licensed but not est is submitted: | |
| C. Pre-approval requested for both salar licensed but not presently teaching. | ry schedule advancement and to qualify in a The specific area for which this request is s | |
| COURSE INFORMATION: | | |
| College or University: | | |
| Location: | First day of class: | |
| Dept. Name Course Number Course Title Description of the course as contained in catalogous | | |
| How will this course contribute to your improve necessary) | • | · |
| Request is Approved | STRICT OFFICE USE ONLY Disapproved | |
| Date:Signature: | | |

ARTICLE XXIII. DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto have executed the Agreement as follows:

| The Association: | | The School District: | | |
|------------------------|------|----------------------|--------------------|----------|
| by President | _ | by | School Board Chair | <u> </u> |
| by Chief Negotiator | _ | by | School Board Clerk | <u> </u> |
| Dated this day of | , 20 | Dated this | day of | , 20 |