

# MASTER AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #363

and

SOUTH KOOCHICHING/RAINY RIVER EDUCATION  
ASSOCIATION

**2023-2025**

~~2021-2023~~

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## ARTICLE I

### Purpose

Parties: This Agreement is entered into between Independent School District #363, South Koochiching/Rainy River, Minnesota, hereafter referred to as the School District, or District, and the South Koochiching/Rainy River Education Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE II

### Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the South Koochiching/Rainy River Education Association as the Exclusive Representative of teachers employed by Independent School District #363, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

## ARTICLE III

### Definitions

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore – including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Teacher: The term, "teacher", shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District: For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

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

## ARTICLE IV

### School District Rights

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Of Laws, Rules and Regulations: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all teachers covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the MN Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void of force and effect.

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

## ARTICLE V Teacher Rights

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative if there be one.

Section 2. Right to Join: Pursuant to P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such unit.

Section 3. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct, in eighteen (18) equal installments, from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each teacher to be assessed the fair share fee.

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

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

Section 5. New Teachers: Upon being hired by the District, new teachers will be provided with a copy of this Master Agreement.

Section 6. Personnel Files: Pursuant to M.S.122A.40 Subd.19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law. The school district will provide to the teacher a copy of any material placed in his/her file at the time such material is placed in said file.

## ARTICLE VI TEACHER DISCIPLINE

Section 1. Teacher Discipline: Disciplinary action may include, but is not limited to, oral reprimand, written reprimand, notice of deficiency, suspension (with or without pay), or discharge. The School District reserves the right to impose discipline, at any level, consistent with the seriousness of the situation.

Subd.1. Association Representation - A teacher has the right to have an Association representative present during disciplinary proceedings.

Subd. 2. Suspension without pay - A teacher may be suspended without pay for good and sufficient reason. A suspension without pay shall take effect upon the teacher's receipt of written notification from the superintendent of schools to the teacher, stating the grounds for the suspension.

Subd. 3. Grievance Procedure - The imposition of an oral reprimand shall not be subject to the grievance procedure outlined in Article XIII of this Agreement. Grievances of discipline, other than discharge, shall proceed through the grievance procedure. A teacher may, pursuant to the provisions of MN Stat.122.40 Subd.19, challenge the contents of any written materials through the grievance procedure. A challenge by a teacher to a proposed discharge shall be governed by Minnesota law, not the grievance procedure.

## ARTICLE VII Basic Schedules and Rate of Pay

Section 1. 2023-2024 and 2024-2025 Salary Schedules: The wages and salaries reflected in Schedule A and B, as found in the appendix, shall be a part of the Agreement for the 2023-2024 and 2024-2025 school years.

Additional information:

1. This schedule replaces all previous salary schedules for all teachers.
2. The base salary is the beginning salary for a teacher.
3. A new teacher shall be placed on such step of the salary schedule as agreed to between the School District and the teacher.
4. Increment advancement shall not be paid prior to the negotiation of a new master agreement.
5. Teachers holding a vocational education certificate, hired by the School District prior to the 1999-2000 school year, having been employed continuously as a teacher in ISD #363, and having continuously taught at least one fully approved vocational class covered by their certification, will receive a one lane advancement on the salary schedule at his/her proper step. Graduate credits earned in vocational education will count toward the next lane advancement for those individuals qualifying for the one lane advancement mentioned in the previous sentence.
6. Only college credits that are earned following the completion of an approved Masters Degree, which results in the placement of the teacher on the MA lane, can be applied to the MA+15 or MA+30 lanes. This language will not be in effect for those credits that were approved by the School District on or before January 1, 2000.
7. The School District shall have the discretionary authority to pay an initial employment incentive of up to \$5,000 to a teacher to attract and retain quality staff members. This incentive shall be a one-time or

- two-time payment, paid during the initial year or two of employment.
8. Substitute Teachers who are members of the bargaining unit shall be compensated at a rate not less than district policy.

Section 2. Credit: For the purposes of determining accumulated credits for lane changes and for compensation for six preparations, as outlined in Article XI, Section 4, the term “credit” refers to quarter credits. Each semester credit for the purpose of a lane change will be worth one and one half (1.5) quarter credits. Up to two (2) semester credits (.667 multiplier) per fiscal year will be eligible for purposes of compensation for the six preparations.

Section 3. Status of Salary Schedule: The salary schedule is not to be construed as a part of a teacher's continuing contract, and the School District reserves the right to withhold increment advancement, lane changes, or any other salary increase as the school district shall determine. In such case, the District shall give written notice and the reason for such action to the teacher.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd.1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the superintendent.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher.

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

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice every year effective at the beginning or middle of the school year providing an official transcript of qualified credits is submitted to the superintendent's office no later than September 15th or March 15th of each year. Credits submitted by official transcript after the aforementioned dates shall not be considered until the following consideration date. In the case of classes taken during a second summer session for which a transcript is unavailable to meet the September 15th deadline, a copy of the grade report for those second summer session classes can be submitted no later than September 15th to extend the deadline for consideration for a lane change. However, in order to have those second summer session credits qualify toward a lane change, an official transcript must be submitted to the superintendent's office no later than October 1st.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the Masters Degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in advance, in writing by the Superintendent.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Subd. 8. Teacher Pay Period: All licensed staff will be paid electronically except for the months of July, and August when paper checks may be issued, at the District's discretion for those teachers selecting Method 1. By the end of September of each year, one of the following two methods must be selected by each staff member. Method 1: Salary paid in twenty-four (24) equal payments on the fifteenth (15th) and thirtieth (30th) of each month. Method 2: Salary paid in nineteen (19) payments. The first eighteen (18) payments will be received on the same basis as described in Method 1, however, the nineteenth (19th) payment on June 15th will be a balloon payment covering any remaining amount of salary, minus any deductions from the school year just completed. If the fifteenth or thirtieth of any month falls on a Saturday, Sunday or holiday, payment will be made on the first following working day for the District's business manager.

Section 5. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of duty days for the teacher in question shall be deducted for each day's absence.

Section 6. Use of Prep Time to Substitute: A teacher using his/her preparation time to substitute for another teacher shall receive his/her regular salary for that time plus ~~\$20.00~~ **\$30.00**. Staff with an FTE assignment of less than .95 shall be compensated at the rate of ~~\$20.00~~ **\$30.00** per class outside of his/her regular scheduled work day.

Section 7: College in the High School Instructors: A teacher assigned a District approved College in the High School course shall be compensated at the rate of \$70.00 (seventy dollars) per college semester credit. Eligible staff will need to submit a voucher for payment.

Section 8: District Payment for College Credits:

All teachers acquiring additional classes and credits, for the sole purpose of assisting the District with assignments, as determined by the superintendent, shall have their tuition and required books paid by the District, upon presentation of a transcript showing successful completion of the classes with a grade of at least a “B” (3.0) equivalent and possession of the license the District desires of the teacher. Teachers that gain extra licensure at the District request will also be paid a one-time stipend of \$2,500 once the licensure has been gained. The teacher agrees to accept these funds with the understanding that the teacher then commits to serving the District with these new skills and License(s) for a period of at least five (5) years, which begins upon full completion of the classes, or that compensation will be returned to the district within no more than a two (2) year period in a manner agreeable to the superintendent. The teacher would not be required to meet the five-year responsibility if they are released from the District earlier than that the five-year time frame due to an Unrequested Leave of Absence (ULA). The agreement for payment of fees will be in writing and signed by both the teacher and the superintendent, prior to District payment of tuition expenses.

Section 9: Longevity Pay:

Beginning with the 2018-2019 school year, at year 20 of teacher experience here at South Koochiching Rainy River School District and every 5 years thereafter (i.e., 25, 30, 35...) a teacher will get a \$3500 “Longevity Payment”. This would be calculated to include any year of teaching service, whether full- or part-time, on the part of the teacher. ~~For the 2017-2018 school year, teachers who have already reached those milestones will be paid as follows: If the teacher has been here for 20-24 years, they will receive a one-time payment of \$1000. For those teachers who have been here for 25 years or more, they will be provided a one-time payment of \$2500.~~ The longevity pay will be issued on the May 30 paycheck.

ARTICLE VIII  
Extra Compensation

Section 1. Extra Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective for the 2021-2022 and 2022-2023 school years.

Section 2. Extra Curricular Methods of Payment: Salaries for extra-curricular activities will be paid at the end of the extra-curricular activity period.

Section 3. It is agreed by the Association that it is not necessary to fill any or all of the extra-curricular positions during any school year.

Section 4. Extra Duties: Dance Chaperones will be paid \$15.00 per hour. Bus Chaperones ticket takers, timekeepers, and score keepers will be secured from the community whenever possible. If not possible, the District will ask teachers who voluntarily sign up to work the following extra-duties, as set by the School District. If no teacher agrees, the District may assign the duties to the teacher with the least seniority on an ascending rotational basis. This procedure will be used for each event where extra duty people are required.

Game Workers Pay Schedule for school years 2021-2023

Volleyball – Varsity and JV

Clock	\$40.00
Game Book	\$40.00
Line Judge	\$40.00
Libero Tracker	\$40.00

Volleyball C-Team

Clock	\$35.00
Game Book	\$35.00
Referee	\$35.00

Boys Basketball Varsity and JV

Clock \$40.00  
Gate \$40.00  
Game Book \$40.00

Boys Basketball C-Team  
Clock \$35.00  
Game Book \$35.00  
Referee \$35.00

Lead Supervisor – Staff \$75.00  
2<sup>nd</sup> Supervisor \$50.00

Concession Supervisor & Supervises the Commons Area \$50.00

Concession Supervision Outside - \$35.00 per single baseball game and \$50.00 for all other events, including baseball doubleheaders during the 2023-2025 school years.

## ARTICLE IX Group Insurance

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District in accordance with law and with input from the Association. Such input must be provided to the District no later than May 1.

### Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall pay the cost of single coverage up to a maximum cost to the District of ~~five hundred fifteen dollars (\$515)/month for school year 2021-2022 and five hundred twenty five dollars (\$525)/month for school year 2022-2023~~ **(\$600)/Month 23-24 and (\$700)/Month 24-25** for individual coverage, for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 2. Family Coverage: The District shall pay the cost for family coverage up to a maximum cost to the School District of ~~eight hundred forty eight (\$848)/month for school year 2021-2022 and eight hundred sixty eight (\$868)/month for school year 2022-2023~~ **(\$943)/Month 23-24 and (\$1,043)/Month 24-25** for each full-time teacher who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Eligibility for Fringe Benefits: Any teacher working fifteen (15) or more hours per week shall receive full benefits with the exception of sick days, emergency days and personal days which shall be pro-rated.

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

Section 4. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 5. Life Insurance: The School District shall contribute up to the sum of forty dollars (\$40) per year toward the premium of individual coverage for full time teachers employed by the School District who qualify for and are enrolled in the District's group life insurance. Teachers shall have the option to purchase additional coverage at teacher expense from the District's group life insurance plan by payroll deduction, if approved by the insurance carrier with no additional cost to the District.

Section 6. Long Term Disability: The School District contribution shall be one hundred dollars (\$100) per year per teacher toward the cost of a long-term disability income policy or alternative insurance coverage. The District also agrees that the Association will be consulted during the drafting of specifications and bidding procedure.

Section 7. Section 125 Plan: The District shall pay the enrollment fee for a flexible spending account for



those individuals qualifying for and taking part in the District's 125 Plan.

## ARTICLE X LEAVES OF ABSENCE

### Section 1. Sick Leave:

*The 2023 legislature created a new employee leave benefit (ESST - Earned Sick and Safe Time) that Minnesota employers, including school districts, are required to provide employees. As of January 1, 2024, this new leave benefit takes effect and Minnesota Statutes, section 181.9413—SICK LEAVE BENEFITS; CARE OF RELATIVES is repealed;*

Minnesota's earned sick and safe time law requires employers to provide paid leave to employees who work in the state. An employee is anyone who works at least 80 hours in a year (July 1<sup>st</sup> through June 30<sup>th</sup>) for an employer in Minnesota but does not include independent contractors. Temporary and part-time employees are covered under the law.

Employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year (July 1<sup>st</sup> through June 30<sup>th</sup>). ESST hours can be carried over from year to year until no more than an 80-hour maximum accrual is reached.

Employees can use their earned sick and safe time for reasons such as:

1. the employee's mental or physical illness, treatment or preventive care;
2. a family member's mental or physical illness, treatment or preventive care;
3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
4. 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
5. 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.

Employees may use earned sick and safe time for the following family members:

1. 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);
2. Their spouse or registered domestic partner;
3. Their sibling, stepsibling or foster sibling;
4. 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;
5. Their grandchild, foster grandchild or step-grandchild;
6. Their grandparent or step-grandparent;
7. A child of a sibling of the employee;
8. A sibling of the parents of the employee;
9. A child-in-law or sibling-in-law;
10. Any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

Subd. 1. Earning: A full-time teacher shall earn sick leave at the rate of fifteen (15) days in school year 2019-2020 and beginning in school year 2020-2021, thirteen (13) days each year of employment as a teacher by the School District (Which meets the requirements of the ESST law). All annual sick leave shall be available on the first teacher duty day of the year.

Subd. 2. At the end of each school year, a teacher's unused sick leave days will be banked and accumulated to a maximum of ninety (90) days. An employee who received the maximum accumulation of sick leave and does not use all of his/her allotted days for that year, shall receive \$50 (\$70) a day or 1/2 of

the daily substitute teacher wage (whichever is greater) for those unused days. The employee will voucher for this pay at the end of the employee's work year.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, a teacher may use his/her accumulated sick leave and the school board limits use as permissible.

Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician, or reasonable documentation, as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay when more than three consecutive days of ESST are used. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District based upon evidence from medical professional report.

Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay form available at the office.

Subd. 8. Teachers have the option of donating no more than two (2) of their sick leave days to another employee within the bargaining unit for each school year. This donation period is open from July 1st through June 30<sup>th</sup> of each fiscal year.

## Section 2. Workers' Compensation:

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

Subd. 2. A deduction shall be made from the teacher's sick leave accrual time according to the pro rata portions of days of sick leave which are used to supplement Workers' Compensation.

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

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

Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this section shall submit his/her Worker's Compensation check, endorsed to the School District prior to receiving payment from the School District for this absence.

## Section 3. Emergency Leave:

Subd. 1. A full-time teacher may be granted emergency leave with full pay at the discretion of the School District. The days used are to be deducted from sick leave for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this agreement.

Subd. 2. Court Appearances and Estate Settlements are examples of situations where this leave may be granted by the School District upon the recommendation of the superintendent.

## Section 4. Bereavement Leave:

Subd. 1. A teacher may take a one day leave to attend the funeral of his or her grandparent, aunt, uncle, niece, nephew or cousin with an allowance on either side of the funeral for travel if necessary. Also included are the teacher's spouse's relatives. For a death in the immediate family of the teacher or their spouse (husband, wife, children, father, mother, brother, sister or other persons living in the same household) the superintendent may grant up to five days leave. All funeral leave will be with pay. All extra funeral leaves will be left up to the discretion of the superintendent. Funeral leave days beyond five days for the immediate family will be deducted from sick leave. It is the responsibility of the teacher to notify the superintendent/principal as soon as he/she knows that it will be necessary to be absent for any of the above-mentioned reasons, and also to notify the superintendent/principal as soon as possible when he/she will return to duty.

## Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a minor child provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

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

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter break, end of grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any way be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be reemployed in the same school which he/she left if at all possible, or in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from a child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

#### Section 6. Adoption Leave:

Subd. 1. The School District will authorize up to a maximum of twenty (20) days of paid adoption leave per adoption process. The adoption of multiple children (such as twins) shall be treated as a single adoption process and leave, in such circumstance, will be limited to a total of up to twenty (20) days. Such paid leave will be authorized only to the extent the teacher has available sick leave, and will be deducted from the teacher(s) sick leave.

Subd. 2. An "adoption process" is defined as travel involving an overnight stay in connection with the process of obtaining an adopted child and/or the time period immediately following the adopted child's return to the home of the teacher.

Subd. 3. Teachers making application for adoption leave shall inform the superintendent in writing of intentions to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 4. The School District may determine the commencement and duration of adoption leave, as is the case with child care leave. In doing so, the School District shall not, in any way, be required to:

1. Grant any leave more than a total of four (4) weeks per adoption process, even if both parents are teachers and/or even if more than one child is adopted at a time.
2. Permit the teacher(s) to return to his/her employment prior to the approval dates of return designated for the adoption leave.

Subd. 5. Failure of a teacher to return pursuant to the date approved under this section, shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave or an alternative leave.

Subd. 6. A teacher seeking adoption leave must agree in advance to reimburse the School District for paid leave and benefits if the teacher fails to return at the end of the leave.

#### Section 7. Professional Leave: Professional leave may be granted at the discretion of the School

District. Upon approval, the District shall pay a teacher's salary for that day and shall also pay the cost of the substitute.

#### Section 8. Other Leaves

Subd. 1. Birth of a Child Leave: Employees who qualify can request paid parental leave for the birth of their child. ~~Parental leave may be granted for a maximum of two days after the birth of the child.~~ Leave will be deducted from available sick leave; if no sick leave then personal leave.

Subd. 2. Day Care Provider Illness: Employees ~~who qualify~~ can request the use of sick leave for the illness of the Day Care Provider. ~~The employee is limited to the use of one day of sick leave per occurrence.~~

Subd. 3. Other leaves may be granted by the School District with the cost of the substitute deducted from the teacher's pay.

#### Section 9. Personal Leave:

Subd. 1. A teacher shall be granted personal leave of four (4) days per school year. Unused personal leave days may be accumulated to a maximum of five (5) days. A teacher may not exceed a total of five (5) personal leave days, in any one school year.

Subd. 2. Teachers have the option of being paid \$120 ~~(\$140)~~ or the full daily rate of a substitute teacher ~~(whichever is greater)~~ per day for unused regular personal leave days by submitting a voucher for payment following the completion of the school year.

Subd. 3. A teacher may not have more than five (5) regular personal leave days at the beginning of the school year. Any regular personal leave days over five (5) will be lost. It is the teacher's responsibility to voucher for their extra days at the end of the prior school year.

Subd. 4. In order to qualify for leave under this section, the teacher shall provide the superintendent or his/her designee at least three (3) days written notice prior to the personal leave. No more than two teachers may be on personal leave at any one time per building. Personal leave may be granted during the first five or final five student contact days only under special circumstances as determined by the School Board.

#### Section 10. Family and Medical Leave: FMLA leave shall be granted pursuant to applicable law.

### ARTICLE XI

#### VEBA with Postretirement Health Care Savings Agreement

Section 1. Establishment of VEBA. Effective July 1, 2016, South Koochiching Rainy River School District made available a Postretirement Health Care Savings Agreement within the VEBA Plan and Trust described in the VEBA Fact Sheet. This arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Section 2. Payment of Administration and Investment Fees and Expenses. Administration and Investment fees allocable to the individual accounts of retirees shall be deducted from individual accounts. Administration and investment fees are subject to change from time to time. Current administration and investment fees are described on the VEBA Fact Sheet.

Section 3. Employer Contributions to the Postretirement Health Care Savings Arrangement. Within sixty(60) days of the effective date of retirement, Employer shall make a contribution on behalf of each eligible retiree to the Postretirement Health Care Savings Arrangement within the VEBA Plan and Trust. Employees or retirees will not be entitled to receive this amount in the form of taxable cash compensation or other benefits.

Section 4. Postretirement payment shall be based on South Koochiching Rainy River School Board Policy 433 Retiree Insurance rates for those teachers that were employed with the district prior to June 30, 2016. Rates in subsequent years will be those in policy at the time of hire.

### ARTICLE XII

#### Hours of Service

Section 1. Basic Day: The teacher's basic day shall begin at 8:00 a.m. Teachers may leave the building thirty (30) minutes after the main bus dismissal. On Fridays and on days preceding holidays or vacation, the teacher's day shall end fifteen (15) minutes after the last bus has left.

Exceptions to this section may be made only in cases where special transportation problems exist or the District calls for a faculty meeting after school. In cases of teacher's committee meetings or any assigned duty, the teacher is expected to give precedence to such meetings over other engagements. The principal of the building has the authority to recommend that a faculty member stay longer for class preparation time if he/she feels it is necessary. The basic day, however, shall not exceed eight (8) hours, exclusive of lunch.

On occasion, personal issues and commitments arise whereby a teacher may need to leave school earlier than otherwise stated in this section. In such situations, the teacher will request of their principal that he/she be allowed to leave early. If it is not disruptive of the day, and not a habitual or repetitive occurrence, the principal will generally allow such a request. If the principal rejects the request and the teacher still feels an early departure is essential, the teacher may ask permission of the superintendent. Decisions of the superintendent are final and supersede any and all previous decisions.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include reasonable shares of extra-curricular, co-curricular and supervisory activities, as determined by the principal, superintendent or School District.

Section 4. Preparation Time: High school teachers assigned to a full day's schedule will have one period daily designated as a preparation period. Elementary teachers shall be guaranteed a period of preparation time equal in length to one secondary preparation period, based upon a seven (7) period day. Elementary preparation time cannot be divided into more than (2) uninterrupted periods per day. Any teacher teaching four (4) or more periods, but less than a full day, shall be allowed preparation time on a pro-rata basis, based upon a seven (7) period day.

Beginning with the 1996-97 school year, those teachers instructing six classes (the supervision of a study hall is not to be considered an hour of instruction) as found on the 1996-97 class schedules for Northome and Indus schools, shall be compensated in the following manner:

Those teachers meeting the qualification listed above shall be reimbursed for up to three (3) quarter credits or two (2) semester credits of graduate tuition per fiscal year, providing the class(es) meet the requirements listed in this Agreement, in Article VII, Section 5, Subdivisions 1.- 3. Reimbursement will only be made upon the successful completion of an approved class as verified by a copy of the teacher's official grade. Only tuition for the class will be reimbursed (additional fees will not be considered), and the amount that will be reimbursed will be capped at the rate of tuition presently being charged for a resident graduate credit at Bemidji State University. These classes can be applied to a lane change providing they meet the requirements outlined in the collective bargaining agreement. The starting date of the class will determine the fiscal year that can be used for reimbursement. In no case will reimbursement be made for any class that has not been successfully completed within one calendar year of the starting date of the class.

Section 5. Part-Time Teachers' Attendance at Workshops: Part-time teachers will attend the full number of workshop/in-service days in their entirety as established in the annual school calendar or any modification to that calendar. Workshop attendance for part-time teachers will be calculated in that teacher's FTE assignment.

### ARTICLE XIII Length of School Year

Section 1. Teacher Duty Days: The School District shall establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized

to conduct school and pursuant to such authorization, has determined to conduct school. The number of duty days for the duration of this Agreement shall be 180 for non-probationary teachers. The number of duty days for probationary teachers shall be 180 days per year plus a total of three additional duty days as assigned by the District, during their probationary period.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or such other day in lieu thereof as the School District shall determine, if any.

#### ARTICLE XIV Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) 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. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the teacher shall attempt to adjust all grievances which may arise during the course of the employment of any teacher within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within five (5) days after the meeting the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the District may be designated by the

District to hear the appeal at this level and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered.

In the event the School District reviews a grievance under this section, the School District reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the teacher and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the B.M.S. to appoint an Arbitrator pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

A) Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator with a copy to the School District, the submission of the grievance which shall include the following:

- (1) The issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5, Article XIII of grievance procedure.

B) The District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order, including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration

procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### Section 9. Election of Remedies and Waiver:

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

### Article XV

#### Unrequested Leave of Absence and Seniority Agreement

Section 1. Pursuant to this Agreement and in accordance with M.S. 122A.40, Subd. 10, the School Board may place a teacher on unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts or for any other reasons within the normal management prerogatives.

#### Section 2. Definitions:

Subd.1. For the purpose of this Agreement, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" means a member of the appropriate unit as defined in this Agreement by PELRA, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1.

Subd. 3. "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter and has taught such subject matter in the last five (5) years as a member of the staff of the School District.

Subd. 4. "Seniority applies only to Tier 3 and Tier 4 qualified teachers and means the number of years of continuous service in the South Koochiching-Rainy River School District and shall be earned on a full-time basis for full-time teachers and a pro-rata basis, as found in the following paragraph, for part-time teachers. Teachers on authorized leave of absence shall continue to accrue seniority, provided, however, that a probationary teacher shall not have the protection of this unrequested leave policy.

To determine the seniority of the part-time teachers, units will be determined as a percentage of the days and units of service by contract days:

1/7 = 14.28 percent of 180,  
2/7 = 28.56 percent of 180,  
3/7 = 42.84 percent of 180,  
4/7 = 57.12 percent of 180,  
5/7 = 71.04 percent of 180,  
6/7 = 85.68 percent of 180,  
7/7 = 100 percent.

In order to establish units by contract days, an agreement would be made that a teacher contracted for any part of a month would be given credit for those days.

#### Section 3. Unrequested Leave of Absence:



Subd. 1. The School District may place a teacher on unrequested leave of absence for a period not to exceed two (2) calendar years for a teacher with one (1) year of continuing contract status and five (5) calendar years for a teacher with two (2) or more years of continuing contract status from the time such leave is commenced without pay or fringe benefits for such teachers as may be necessary, after which the right to reinstatement shall terminate. Such leave shall be effective at the close of the school year in which the leave was given or at such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 2. Teachers to be placed on unrequested leave of absence shall be entitled to the notice-and hearing rights specified in M.S. 122.40. notice that states the applicable grounds for the proposed placement and provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1.

Subd. 3. Teachers placed on unrequested leave shall be laid off in inverse order of seniority in the subject matter categories covered by this agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category or any other subject matter category for which the teacher is qualified and employed by this District.

Subd. 4. Provisions herein shall not apply if they will result in any violation of the District's Affirmative Action Program which shall include ethnic, race, color, or sex, and any teacher employed in an Affirmative Action Program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such Affirmative Action Program. This subdivision does not apply to teachers tenured prior to 1977.

Subd. 5. If there is a staff reduction that affects teachers with identical seniority then the teacher or teachers to be placed on unrequested leave shall be those with fewer total years of actual full-time teaching in public or private schools. If there are teachers with identical seniority who have also taught an identical number of years in public or private schools, then the teacher or teachers to be placed on unrequested leave shall be those on the lower lane of the salary schedule. If after the application of the above criteria there is still a tie, the teacher or teachers to be placed on unrequested leave of absence shall be determined by the teachers' certificate numbers. Those teachers having received their certificate first shall be the last laid off.

Subd. 6. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave. Upon recall the teacher shall be credited with all incidents of employment that he/she had earned prior to the taking of leave but shall accrue no additional benefits while on said leave.

Section 4. For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior teacher.

Section 5. A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

#### Section 6. Reinstatement:

Subd. 1. No new teachers shall be employed by the School District while any qualified teacher is on an unrequested leave of absence in the subject matter category for which he/she is qualified in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to available positions in the School District covered by this Agreement in the subject matter categories in which they have qualified if such positions become available. The order of reinstatement shall be in inverse order in which the teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall, by March 1st of each year, file his/her name and address with the School District's personnel office to which any notice of reinstatement of availability of work positions shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by registered mail at teacher's last known address shall be sufficient. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the school district shall mail the notice of vacancy to such teacher as provided above by certified mail. The teacher shall have

ten (10) days after receipt of said notice to accept re-employment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. The School District shall be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 7. Establishment of a Seniority List:

Subd. 1. The School District shall cause a seniority list by name, date of employment, qualification, and amount of seniority, to be prepared from its record and shall thereupon post such list in an official place in each school building of the District with a copy to the president of the unit.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District in the order of seniority shall have ten (10) days from the date of posting to supply written documentation proof and request for seniority change to the School District. Failure to request such change within the ten (10) day period shall waive a teacher's right to change the seniority list and that list shall govern any unrequested leave during that school year.

Subd. 3. Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list, as revised, shall be binding on the School District and any teacher.

Section 8. Effect: This article shall be effective at the beginning date of this Agreement and shall govern all unrequested leaves until a new Agreement between the School District and the Educational Association is officially signed and ratified.

Section 9. In no event shall a teacher be allowed to exercise seniority over an administrator.

Section 10. Teachers on unrequested leave who gain additional certification shall have that area of licensure considered whenever recall is necessary.

Section 11. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15<sup>th</sup> of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15<sup>th</sup> shall be considered for purposes of reinstatement but not for the current reduction.

## ARTICLE XVI

### Early Childhood Family Education Teachers

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

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, Schedule D, or such other method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

- Article I. Purpose
- Article II. Recognition of Exclusive Representative
- Article III. Definitions
- Article IV. School District Rights
- Article V. Teacher Rights
- Article VI. Teacher Discipline
- Article IX. Group Insurance Sections
- Article X. Leaves of Absence
- Article XIII. Grievance Procedure
- Article XVI. Duration.

Section 7. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

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

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

## ARTICLE XVII

### Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on ~~July 1, 2021, through June 30, 2023,~~ **July 1, 2023 through June 30, 2025** and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, **2025** it shall give written notice of such intent no later than May 1, 2023 **2025**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

[illegible]20

2022-2023

	BA	BA + 15	BA + 30	BA + 45	BA+60/MA	MA + 15	MA + 30	MA+45
0	\$41,864	\$42,956	\$44,049	\$45,141	\$46,234	\$47,326	\$48,419	\$49,511
1	\$42,874	\$43,967	\$45,059	\$46,152	\$47,244	\$48,337	\$49,429	\$50,522
2	\$43,885	\$44,977	\$46,070	\$47,162	\$48,255	\$49,347	\$50,440	\$51,532
3	\$44,895	\$45,988	\$47,080	\$48,173	\$49,265	\$50,358	\$51,451	\$52,543
4	\$45,906	\$46,998	\$48,091	\$49,184	\$50,276	\$51,369	\$52,461	\$53,554
5	\$46,917	\$48,009	\$49,102	\$50,194	\$51,287	\$52,379	\$53,472	\$54,564
6	\$47,927	\$49,020	\$50,112	\$51,205	\$52,297	\$53,390	\$54,482	\$55,575
7	\$48,938	\$50,030	\$51,123	\$52,215	\$53,308	\$54,400	\$55,493	\$56,585
8	\$49,948	\$51,041	\$52,133	\$53,226	\$54,318	\$55,411	\$56,503	\$57,596
9	\$50,959	\$52,051	\$53,144	\$54,236	\$55,329	\$56,422	\$57,514	\$58,607
10	\$52,625	\$53,718	\$54,810	\$55,903	\$56,995	\$58,088	\$59,180	\$60,273
11	\$53,636	\$54,728	\$55,821	\$56,913	\$58,006	\$59,098	\$60,191	\$61,283
12	\$54,646	\$55,739	\$56,831	\$57,924	\$59,016	\$60,109	\$61,201	\$62,294
13	\$58,470	\$59,563	\$60,655	\$61,748	\$62,840	\$63,933	\$65,025	\$66,118
14	\$59,166	\$60,259	\$61,351	\$62,444	\$63,536	\$64,629	\$65,721	\$66,814
15	\$59,862	\$60,955	\$62,048	\$63,140	\$64,233	\$65,325	\$66,418	\$67,510
16	\$60,655	\$61,748	\$62,840	\$63,933	\$65,025	\$66,118	\$67,210	\$68,303

DRAFT

2023-24

	BA	BA + 15	BA + 30	BA + 45	BA+60/MA	MA + 15	MA + 30	MA + 45
0	\$ 43,964	\$ 45,056	\$ 46,149	\$ 47,241	\$ 48,334	\$ 49,426	\$ 50,519	\$ 51,611
1	\$ 44,974	\$ 46,067	\$ 47,159	\$ 48,252	\$ 49,344	\$ 50,437	\$ 51,529	\$ 52,622
2	\$ 45,985	\$ 47,077	\$ 48,170	\$ 49,262	\$ 50,355	\$ 51,447	\$ 52,540	\$ 53,632
3	\$ 46,995	\$ 48,088	\$ 49,180	\$ 50,273	\$ 51,365	\$ 52,458	\$ 53,551	\$ 54,643
4	\$ 48,006	\$ 49,098	\$ 50,191	\$ 51,284	\$ 52,376	\$ 53,469	\$ 54,561	\$ 55,654
5	\$ 49,017	\$ 50,109	\$ 51,202	\$ 52,294	\$ 53,387	\$ 54,479	\$ 55,572	\$ 56,664
6	\$ 50,027	\$ 51,120	\$ 52,212	\$ 53,305	\$ 54,397	\$ 55,490	\$ 56,582	\$ 57,675
7	\$ 51,038	\$ 52,130	\$ 53,223	\$ 54,315	\$ 55,408	\$ 56,500	\$ 57,593	\$ 58,685
8	\$ 52,048	\$ 53,141	\$ 54,233	\$ 55,326	\$ 56,418	\$ 57,511	\$ 58,603	\$ 59,696
9	\$ 53,059	\$ 54,151	\$ 55,244	\$ 56,336	\$ 57,429	\$ 58,522	\$ 59,614	\$ 60,707
10	\$ 54,725	\$ 55,818	\$ 56,910	\$ 58,003	\$ 59,095	\$ 60,188	\$ 61,280	\$ 62,373
11	\$ 55,736	\$ 56,828	\$ 57,921	\$ 59,013	\$ 60,106	\$ 61,198	\$ 62,291	\$ 63,383
12	\$ 56,746	\$ 57,839	\$ 58,931	\$ 60,024	\$ 61,116	\$ 62,209	\$ 63,301	\$ 64,394
13	\$ 60,570	\$ 61,663	\$ 62,755	\$ 63,848	\$ 64,940	\$ 66,033	\$ 67,125	\$ 68,218
14	\$ 61,266	\$ 62,359	\$ 63,451	\$ 64,544	\$ 65,636	\$ 66,729	\$ 67,821	\$ 68,914
15	\$ 61,962	\$ 63,055	\$ 64,148	\$ 65,240	\$ 66,333	\$ 67,425	\$ 68,518	\$ 69,610
16	\$ 62,755	\$ 63,848	\$ 64,940	\$ 66,033	\$ 67,125	\$ 68,218	\$ 69,310	\$ 70,403

2024-25								
	BA	BA + 15	BA + 30	BA + 45	BA+60/MA	MA + 15	MA + 30	MA + 45
0	\$ 45,464	\$ 46,556	\$ 47,649	\$ 48,741	\$ 49,834	\$ 50,926	\$ 52,019	\$ 53,111
1	\$ 46,474	\$ 47,567	\$ 48,659	\$ 49,752	\$ 50,844	\$ 51,937	\$ 53,029	\$ 54,122
2	\$ 47,485	\$ 48,577	\$ 49,670	\$ 50,762	\$ 51,855	\$ 52,947	\$ 54,040	\$ 55,132
3	\$ 48,495	\$ 49,588	\$ 50,680	\$ 51,773	\$ 52,865	\$ 53,958	\$ 55,051	\$ 56,143
4	\$ 49,506	\$ 50,598	\$ 51,691	\$ 52,784	\$ 53,876	\$ 54,969	\$ 56,061	\$ 57,154
5	\$ 50,517	\$ 51,609	\$ 52,702	\$ 53,794	\$ 54,887	\$ 55,979	\$ 57,072	\$ 58,164
6	\$ 51,527	\$ 52,620	\$ 53,712	\$ 54,805	\$ 55,897	\$ 56,990	\$ 58,082	\$ 59,175
7	\$ 52,538	\$ 53,630	\$ 54,723	\$ 55,815	\$ 56,908	\$ 58,000	\$ 59,093	\$ 60,185
8	\$ 53,548	\$ 54,641	\$ 55,733	\$ 56,826	\$ 57,918	\$ 59,011	\$ 60,103	\$ 61,196
9	\$ 54,559	\$ 55,651	\$ 56,744	\$ 57,836	\$ 58,929	\$ 60,022	\$ 61,114	\$ 62,207
10	\$ 56,225	\$ 57,318	\$ 58,410	\$ 59,503	\$ 60,595	\$ 61,688	\$ 62,780	\$ 63,873
11	\$ 57,236	\$ 58,328	\$ 59,421	\$ 60,513	\$ 61,606	\$ 62,698	\$ 63,791	\$ 64,883
12	\$ 58,246	\$ 59,339	\$ 60,431	\$ 61,524	\$ 62,616	\$ 63,709	\$ 64,801	\$ 65,894
13	\$ 62,070	\$ 63,163	\$ 64,255	\$ 65,348	\$ 66,440	\$ 67,533	\$ 68,625	\$ 69,718
14	\$ 62,766	\$ 63,859	\$ 64,951	\$ 66,044	\$ 67,136	\$ 68,229	\$ 69,321	\$ 70,414
15	\$ 63,462	\$ 64,555	\$ 65,648	\$ 66,740	\$ 67,833	\$ 68,925	\$ 70,018	\$ 71,110
16	\$ 64,255	\$ 65,348	\$ 66,440	\$ 67,533	\$ 68,625	\$ 69,718	\$ 70,810	\$ 71,903

## SCHEDULE C

Compensation will be at the following rates:

	2022-2023	2023-2024	2024-2025
Level O	\$5,363.00	\$6,363.00	\$6,363.00
Level I	\$4,849.00	\$5,849.00	\$5,849.00
Level II	\$4,505.00	\$5,505.00	\$5,505.00
Level III	\$3,390.00	\$4,390.00	\$4,390.00
Level IV	\$2,825.00	\$3,825.00	\$3,825.00
Level V	\$2,460.00	\$3,460.00	\$3,460.00
Level VI	\$2,097.00	\$2,597.00	\$2,597.00
Level VII	\$1,768.00	\$2,268.00	\$2,268.00
Level VIII	\$1,196.00	\$1,696.00	\$1,696.00
Level IX	N/A	\$500	\$500

Summer Band/Fall Fair: \$112.00 per event

### Level O Activities

Head Basketball Coach  
Head Wrestling Coach

### Level I Activities

Head Volleyball Coach  
Head Football Coach  
Head Hockey Coach

### Level II Activities

Head Golf Coach  
Head Track Coach  
Head Baseball Coach  
Head Softball Coach  
Head Cross Country Coach

### Level III Activities

Assistant/JV Volleyball Coach  
Assistant/JV Football Coach  
Assistant/JV Basketball Coach  
JH (C team) Basketball coach  
Assistant/JV Hockey Coach

### Level IV Activities

Assistant/JV Baseball Coach  
Assistant/JV Softball Coach  
Head Speech Coach

### Level V Activities

JH (C Team) Coach  
(except basketball)  
3 and 4 Act Plays  
Band \*\*\*\*  
Student Council Advisor

### Level VI Activities

Yearbook Advisor  
Academic Clubs\*\*  
Cheerleader Advisor  
1 and 2 Act Play

### Level VII Activities

Assistant Speech\*  
Chorus

### Level VIII Activities

Prom Advisor  
Academic Clubs \*\*\*  
Trap (MX 2 per school)

### Level IX Activities

Concession Coordinator  
School Forest Coordinator  
Continuing Ed Chair  
Staff Dev Com Member



~~\*An assistant speech coach will only be hired if the number of participating students exceeds twenty (20)~~

~~\*\*For an academic club to qualify for this level compensation, the club must be approved by the Board on or before October 15, have at least twenty-five (25) practices and at least one competition or performance.~~

~~\*\*\*For an academic club to qualify for this level compensation, the club must be approved by the Board on or before October 15, have fewer than twenty-five (25) practices and/or no competition or performance.~~

~~\*\*\*\*Band compensation shall be at the rate of nine hundred ninety dollars (\$990.00) plus up to \$990.00 for pep band compensation. Pep band compensation will be determined on a pro rata basis based upon the total number of home volleyball and basketball games played at Northome School or Indus School.~~

~~\*A stipend of \$120.00 will be paid to a staff member who Chaperones the Senior Class on an overnight Senior Class trip.~~

~~Athletic Director: Football, volleyball, boys' and girls' basketball and track will be paid at the rate of \$200 per activity. Hockey shall be paid at the rate of \$300. There shall be two separate athletic directors, one at Indus and one at Northome. The School Board may utilize principals for the athletic director positions.~~

~~In the event an Academic Club is approved for an overnight trip that exceeds five (5) consecutive days, the Academic Advisor will be compensated at a Level V.~~

#### SCHEDULE D ECFE TEACHER COMPENSATION

The following pay schedule shall be in effect for the term of this agreement. A full time ECFE teacher employed by the South Koochiching/Rainy River School District shall be compensated at the following rates and paid in twenty-four (24) installments.

The salary increase imposed each contract will be of an equivalent percentage to the increase agreed upon for the salary schedule.

For the 2021-2022 school year the salary will be \$26.00 per hour and 2022-2023 school year it will be \$26.59 per hour.

#### SCHEDULE E 403B District Contribution

**403b Plan Participation.** Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement (SRA). The SRA must be submitted to the payroll office by the 15<sup>th</sup> of the month prior to the effective payroll deduction.

**Approved Plans.** The District will make contributions of employee and/or district funds only to Vendors listed in the ISD 363 Adoption Agreement of the 403(b) Plan Document

No other vendors or products will be available as investment options under the School District 403(b) plan unless mutually agreed upon by the District and the SKRR Teacher Union.

**Matching Contribution Plan.** Beginning with open enrollment during the 2021-2022 school year, the School District shall match annual contributions for continuing contract teachers (including Early Childhood, Early Childhood Family Education and Adult Basic Education

teachers and have continuous service years equivalent to a teacher who is on STEP 4 or higher in accordance to the current Master Agreement between the District and SKRR) and who are working a .5 FTE contract or more based on their current year of employment in the School District. Matching contributions for part-time teachers will be prorated based on their percent of contract. A year of service is defined as a year in which the part-time or full-time teacher worked at least 120 days.

The School District matching amount will be on a dollar-for-dollar basis, pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount. Employees may contribute up to the maximum amount as defined by IRS code 403(b).

### **Current Year of Teaching Service to the District**

The 403(b) District match will be made available yearly to licensed staff that are on STEP 4 or greater in accordance with the current Master Agreement.

### **Maximum Match Amount**

**Annual District Contribution: \$1,500**

Employees on unpaid leaves may not participate in the matching program while on leave.

In witness thereof, the parties have executed this Agreement as follows:

For South Koochiching-Rainy River  
Minnesota Education Association Local Organization:

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President

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Secretary

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Chief Teacher Negotiator

For South Koochiching-Rainy River  
Independent School District #363

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Chairman



\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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