



**ROCK RIDGE PUBLIC SCHOOLS
1405 PROGRESS PARKWAY
VIRGINIA MN 55792**

**E-G Special Meeting
Wednesday, August 28, 2019 at 5:00 PM
Board Room, 801 Jones St., Eveleth, Minnesota 55734**

AGENDA

1. Call the Meeting to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Approve 2019-2021 EdMN Contract.
5. Adjournment.

COLLECTIVE BARGAINING AGREEMENT

July 1, 2019 - June 30, 2021

INDEPENDENT SCHOOL DISTRICT # 2154
Eveleth-Gilbert, Minnesota

and

EDUCATION MINNESOTA EVELETH-GILBERT

Education Minnesota

and

National Education Association

and

American Federation of Teachers

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ARTICLE I

AGREEMENT

Section 1. AGREEMENT: This Agreement, entered into between the School Board of Independent School District #2154, Eveleth-Gilbert, Minnesota, hereinafter referred to as the School District, and the Education Minnesota Eveleth-Gilbert, Associate of Education Minnesota, National Education Association, and American Federation of Teachers hereinafter referred to as the Union, 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., provides the terms and conditions of employment for teachers during the term of this Agreement.

ARTICLE II

EXCLUSIVE REPRESENTATIVE

Section 1. RECOGNITION: In accordance with P.E.L.R.A., the School District recognizes the Union as the exclusive representative of the teachers employed by the School District, which exclusive representative shall have those rights and responsibilities 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 teachers in the district as defined in said Act and in this Master Agreement.

Section 3. NEGOTIATIONS: The Board agrees not to negotiate with any individual teacher, group of teachers or teacher's organization other than the Union so long as the Union is the duly authorized, exclusive bargaining agent of the teachers of this district.

ARTICLE III

DEFINITIONS

Section 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation thereof, including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 2. TEACHER: The term "teacher" when used hereinafter in the contract shall mean all persons employed by the School District in the appropriate unit as per the P.E.L.R.A. Law as amended.

Subd. 1: Full-Time Teacher: A full-time teacher shall be defined as a licensed employee under contract by the District. At the secondary level, contact time will be an average of 250 minutes per day. ~~with an added 25 minute principal's assignment, as defined in Article VIII, Subd. 9.~~ Contact time will be an average of 305 minutes per day for the entire school year at the elementary level.

Subd. 2: Part-Time Teacher: A part-time teacher shall be defined as a licensed employee under contract by the District and assigned to teach less than the average hours per week of a 1.0 FTE teacher.

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 in the P.E.L.R.A.

ARTICLE IV

SCHOOL BOARD RIGHTS AND OBLIGATIONS

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 includes, but is 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. EFFECT OF LAWS, RULES AND REGULATIONS: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Exclusive Representative also recognizes that the School Board, all employees 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 Minnesota Department of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement that is found to be in violation of any

such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE V

TEACHERS' RIGHTS

Section 1. RIGHT TO VIEWS: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or representative of a teacher to the expression or communication of a view, complaint, or opinion on any matter so long as such action does not interfere with or circumvent the rights of the Exclusive Representative.

Section 2. RIGHT TO JOIN: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations, but membership in a teacher organization shall not be required as a condition of employment.

Section 3. RIGHT TO EXCLUSIVE REPRESENTATIVE: Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating terms and conditions of employment and a grievance procedure for such teachers as provided in the P.E.L.R.A.

Section 4. REQUEST FOR DUES CHECK-OFF: Teachers shall have the right to request and be allowed dues check-off for the teacher organization(s) of their selection. The number and starting date shall be agreed upon by the Union and the School District. Upon receipt of a properly executed authorization card by October 10 of the teacher involved, the School District will deduct from the teacher's paycheck and transmit these dues to the treasurer of the teacher organization the dues that the teacher has agreed to pay.

Section 5. PERSONNEL FILES: Pursuant to M.S. 122A.4, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files 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.

Section 6. MAKE-UP DAYS: See Article VIII, Section 3 of this agreement.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. BASIC COMPENSATION:

Subd. 1: 2019-20 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective for the 2019-20 school year and teachers shall advance one increment on the salary schedule.

Subd. 2: 2020-21 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective for the 2020-21 school year and teachers shall advance one increment on the salary schedule.

Section 2. SALARY SCHEDULES:

Subd. 1: Status of Salary Schedule: The wages and salary schedules are a part of a teachers' continuing contract as outlined in this Agreement while this Agreement is in effect.

Section 3. SCHEDULE OF PAYMENTS:

Subd. 1: Payments: Annual salary will be divided into twenty-four (24) equal payments payable on the fifteenth (15th) day and the last day of the month.

Subd. 2: Salary Deduction: Whenever a pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day absent.

Subd. 3: Schedule "C" Payments: Schedule "C" payments will be made after the activity is completed on a separate check from regular payroll.

Subd. 4: Overpayments & Underpayments: When payroll errors are identified, the District will review the nature of the error with the Union. In the case of an underpayment, the District shall reimburse the employee in full. In the case of an overpayment, the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of two years.

Section 4. TEACHING DURING PREP TIME/SUBSTITUTE COVERAGE: In the event a substitute teacher is not available to fill the absence of a teacher, whether secondary, elementary, or Pre-K, and another teacher is asked by a building/program administrator to teach during his/her assigned preparation time to cover the unfilled absence, the teacher shall be paid \$35 per class period in addition to his/her regular salary. This teaching assignment will be voluntary.

In the event a substitute teacher is not available to fill the absence of a teacher, whether secondary, elementary, or Pre-K, and another teacher is asked by a building/program administrator to accept students from the non-supervised classroom into his/her classroom, the teacher will be paid \$35 per class period in addition to his/her salary for the time that the additional students are in the classroom. This teaching assignment will be voluntary.

In the event a part-time teacher's primary assignment ends and he/she is requested by the Principal to serve as a substitute, and he/she accepts, he/she will be paid \$35 per class period. This teaching assignment will be voluntary.

In all instances where Title I teachers are asked to fill the absence of a teacher, he/she shall receive his/her regular hourly rate per class period. This teaching assignment will be voluntary.

Section 5. LANE PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1: Germane: All credits must be germane to the teaching assignment or teaching licensure and must be educational courses taken in a classroom or online. Workshops, seminars, and courses are to be attended on the instructor's own time with no reimbursement for expenses.

Subd. 2: Grade and Credits: A teacher who earns a block of ten (10) semester hours of credit beyond the Bachelor's Degree with a passing grade at an accredited degree-granting institution will, upon written request, be advanced to the appropriate lane on the salary schedule.

Subd. 3: Limitations:

(a) **B.A. + 10 Lane:** A maximum of ten (10) semester hours of credit will be permitted for refresher courses, enrichment, or professional growth. Such credits may be on the graduate or undergraduate level.

(b) **B.A. + 20 Lane:** A maximum of three undergraduate semester hours of credit will be permitted for refresher courses, enrichment, or professional growth. The balance must be on the graduate level.

(c) **B.A. + 30 Lane:** All 10 credits beyond the B.A.+20 lane must be graduate level credits.

(d) **B.A. + 40 Lane:** All 10 credits beyond the B.A.+30 lane must be graduate level credits.

Subd. 4: Prior Approval: All credits, in order for application on the salary schedule, must be approved by the superintendent in writing prior to

taking the course, workshop or seminar, or online class. If credits are denied, the Superintendent must provide in writing the reason for the denial.

Subd. 5: Effective Date: Individual contracts will be modified to reflect qualified lane changes as they are verified. When verified with an official transcript of credits, the request for the lane change will be part of the agenda for the next regularly scheduled board meeting with the effective date of the lane approval the first of the month after board approval.

Subd. 6: Advanced Degree Program: A teacher shall be paid on the Master's Degree lane or higher lane only if the degree program is germane to the teaching assignment or teaching licensure as approved by the School Board, and the degree program is approved in writing by the Superintendent in advance.

Section 6. NEW TEACHER:

Subd. 1: Lane Placement: A new teacher shall be placed on the lane of the salary schedule as provided in this Article.

Subd. 2: Step Placement: A new teacher shall be placed on such step of the salary schedule as agreed between the school district and the teacher.

Section 7. STEP ADVANCEMENT: All teachers employed in a school year qualify for a salary step advancement.

Section 8. SUBSTITUTE TEACHERS: Substitute teachers who are members of the bargaining unit shall be compensated at a rate as stated in Schedule C.

Section 9. PART-TIME TEACHERS: Part-time teachers employed less than 1.0 FTE shall be compensated at a rate equivalent to their percentage of full-time.

ARTICLE VII

EXTRA COMPENSATION

Section 1. EXTRACURRICULAR SALARY SCHEDULE: The wages and salaries reflected in Schedule C, attached hereto, shall be effective for the 2019-20 school year.

Section 2. VOCATIONAL CERTIFICATE: Teachers whose teaching assignment requires them to hold a current vocational certificate plus a current regular teaching certificate shall be paid an additional \$1,500.00 per year upon filing a claim form to the District requesting payment after the first semester of the school year in which they teach both vocational state reimbursed classes and regular courses.

Section 3. CONCURRENT ENROLLMENT: All teachers who teach dual/concurrent enrollment courses and who have an approved credentialing standard plan through SD/PGC of 18 credits in field will earn an annual salary stipend for teaching dual/concurrent enrollment courses.

Subd. 1: Concurrent Enrollment Stipend: \$500 per section

This stipend will only be in effect during the years in which teachers are actively teaching courses. If a teacher eligible for a stipend chooses or is not assigned to teach a dual/concurrent enrollment course in any given year the stipend will not be paid. If changes in state or federal law or administrative rules are made regarding credentialing in dual/concurrent enrollment courses, this agreement will be revisited and modified to be consistent with the changes.

Teachers who are actively teaching concurrent enrollment courses will not be required to perform a Principal's Assignment during the semester and/or school year during which those classes are in session.

Section 4. SICK LEAVE RETIREMENT BENEFIT:

Subd. 1: Eligibility: Teachers who have completed at least ten (10) years of service with the School District (697, 699, 2154) and who are, at retirement, 53 years of age, shall be eligible for a retirement benefit subject to the provisions set forth in this section. This section shall only apply to teachers whose service has been half time or greater as defined by this agreement.

Teachers who have completed at least ten (10) years but less than twelve (12) years of service with the district, upon retirement, shall be eligible to receive 25% of their accumulated sick leave; Teachers who have completed at least twelve (12) years but less than fifteen (15) years of service with the district, upon retirement, shall be eligible to receive 50% of their accumulated sick leave; Teachers who have completed at least fifteen (15) years of service with the district, upon retirement, shall be eligible to receive 100% of their accumulated sick leave.

Subd. 2: Benefit: An eligible teacher (as defined in Subd. 1 of this Section) shall receive a retirement benefit equal to his/her accumulated sick leave days multiplied by his/her daily rate of pay, up to a maximum of 130 days. The daily rate of pay for the retiring teacher shall be calculated based on the salary listed in the appropriate step/lane of Schedule A and B.

Subd. 3: Retiree Medical Insurance: The value of unused sick leave days remaining at the time of retirement shall be deposited into the 403(b) account established by the employee. The method of converting and determining the value of the unused sick leave days shall be provided in Subd. 2 of this section. Payment will be made within thirty (30) days of the retirement date and will be within the applicable IRS limits. In the event the

full amount cannot be deposited into the 403(b) account due to IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date.

ARTICLE VIII

WORKING CONDITIONS

Section 1. LENGTH OF SCHOOL YEAR: The School Board shall establish the number of school days and the 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 authority, has determined to conduct school. The school year shall consist of 180 duty days. Teachers required to set up more than one classroom (i.e., traveling teachers and/or teachers teaching on more than one campus) will be granted a maximum of four (4) hours to set up their second classroom and will be paid the hourly rate established by BA Step 5.

Subd. 1: Calendar: The school calendar will be established with input from the teachers at each site. The Exclusive Representative will appoint one member from each site's staff development committee to provide input on the development of the school calendar. The Board may accept, reject or modify the recommended calendar as the Board sees fit.

Subd. 2: Meet and Confer: In the event the Board seeks to change the adopted calendar, it shall meet and confer with the Exclusive Representative within ten (10) days of the need to change the calendar.

Subd. 3: Conferences: The Union agrees to take part in seven (7) hours of conferences not to exceed two (2) sessions beyond the contractual workday. The teachers and Principal at each site will decide how conferences are held. Up to one day compensatory time off for working beyond the regular school day will be scheduled district-wide.

Subd. 4: Staff Development: Teachers will have one additional paid "inservice" day prior to the beginning of school to be used for classroom preparation and lesson planning. This day may be scheduled individually and verified via a time card with principal signature.

Section 2. LENGTH OF TEACHER WORK DAY:

Subd. 1: Work Day Length: The teacher work day shall normally be seven and three-fourths (7 3/4) hours, Monday through Friday. On Fridays or on days preceding holidays or vacations, the teacher's day shall end when the school buses depart from the respective Eveleth or Gilbert campus. Full time teaching staff will have a 30 minute duty free lunch that occurs between the earliest and latest student lunches across the district.

Subd. 2: Secondary Teacher Contact Time: The pupil-teaching contact time shall normally be an average of 250 minutes per day. ~~with an additional 25 minutes per day for a Principal Assignment as defined in Subd. 9 of this section for a total of 275 minutes of assigned time per day.~~

Subd. 3: Elementary Teacher Contact Time: The pupil-teaching contact time shall normally be an average of 305 minutes per day.

Subd. 4: Preparation Time: The preparation time for a full-time secondary teacher shall be an average of 75 minutes minimum per day. Preparation time for a full-time elementary teacher shall be an average of 60 minutes minimum per day. Prep time shall occur during the student day. Teachers who travel between the Eveleth and Gilbert Campuses as a result of their teaching assignment will be compensated at the rate of ~~\$7~~ **\$10** per trip (4.2 miles) each time the teacher travels from the Eveleth Campus to the Gilbert Campus and vice versa. ~~School Readiness and ECFE teachers will be provided with preparation time.~~

Subd. 5: Non-teaching Duties: Non-teaching duties shall be distributed on a fair and equitable basis.

Subd. 6: Extra Teaching Assignment: A teacher who is offered and willing to accept an extra teaching assignment shall be compensated at 1/8 of their annual salary. The teacher shall not be obligated to accept an extra teaching assignment and the School District shall not be obligated to offer an extra teaching assignment to any teacher.

Subd. 7: Open House: In addition, the teachers shall participate in one evening "Open House" per year as scheduled by the School District.

Subd. 8: Study Hall / I.S.S. Supervision: Study Hall/I.S.S Supervision will be a Principal Assignment for one semester; if there are not enough Principal Assignments, teachers will be compensated as specified in Schedule C. If sufficient volunteers are not available to staff the building needs, the District may employ licensed teachers from outside the bargaining unit to staff Study Hall/I.S.S. needs. If the District has one or more Study Hall or I.S.S. periods available after soliciting volunteers, the District has the right to secure a licensed teacher and provide that teacher with up to seven periods of study hall or I.S.S. by displacing the bargaining unit volunteers. Said staff will be compensated as specified in Schedule C and will not be eligible for fringe benefits or other provisions of this Collective Bargaining Agreement, the P.E.L.R.A., or M.S. 122A.40. The intent of this subdivision is not to create full-time employment for part-time staff, nor to create a position available for staff proposed for, placed on, or recalled from U.L.A., but rather to provide for the staffing of study halls by licensed teachers at a reduced stipend specified in Schedule C, with no fringe benefits and without the other provisions typically afforded a licensed teacher by the P.E.L.R.A. and/or M.S. 122A.40.

~~**Subd. 9: Principal Assignments:**~~

~~(a) Each building principal shall provide descriptions of and expectations for Principal Assignments to his/her respective faculties at the first workshop day of the year. Principal Assignments cannot be direct pupil teaching assignments. Principal Assignments with descriptions shall include but not be limited to the following year-long assignments: Lunch Supervision, In-School Suspension, Paperwork for Special Education Teachers, and the following semester assignment: Study Hall. Teachers exempted from a Principal Assignment include traveling teachers, Telepresence teachers, and teachers with both Elementary and Secondary assignments.~~

~~(b) Principal Assignments will be filled according to seniority; i.e. offered to the most senior teacher first, or then assigned to the least senior teacher first. The filling of Principal Assignments by seniority may not interfere with the District's need to fill all Principal Assignments.~~

Section 3. SCHOOL CLOSING: In years when 2 or more days are missed due to inclement weather, faculty will document time worked outside of the normal school day in the case of necessary school closings. Staff will submit their make up time within 30 days of the school closing.

Section 4. TEMPORARY CONTRACT: The School Board will issue temporary contracts to qualified certified teachers for one school year or less when the teacher to be employed is to fill a vacancy arising from a leave of absence, initiating a federally funded project, or other unusual circumstances. The teacher shall be placed on the proper lane and step of the salary schedule and with benefits as negotiated by the Superintendent and teacher.

Section 5. PART-TIME EMPLOYEES BENEFITS:

Subd. 1: Definition of Part-Time Teachers: Part time employees employed less than full time (1.0 FTE) shall be provided fringe benefits and salary on a pro rata basis. The pro-rata basis is determined by the percentage of employment between the part-time teacher in comparison to that of a full-time teacher. Such teachers shall advance one step on the salary schedule each year.

Subd. 2: Work Day Length: The part-time teacher work day will be pro rata that of a full-time teacher based on the pro rata percentage of contact time.

Section 6. POSTING OF VACANCIES: All certified positions, existing and new, which become open shall be posted on appropriate bulletin boards within the district when the openings occur and before notice of the openings are submitted to placement agencies. The Superintendent will notify the exclusive bargaining agent of said vacancies. Teachers wanting to be notified during the summer of any vacancies, for which they may be qualified, must leave written notice in the Superintendent's office.

ARTICLE IX

TELECOMMUNICATIONS

Section 1. Telecommunications Language:

Subd. 1: Definitions:

- (a) Telecommunications will be defined as “the teaching of students using the communication of information in all forms transmitted or received by electronic means.”
- (b) Originating District shall be defined as “the location/designation in which the responsible teacher is located and wherein the telecommunication class is being taught.”
- (c) Remote District shall be defined as “the location/designation where the class instruction is being received via television.”

Subd. 2: Class Size: The parties mutually agree that the purpose of telecommunications in education is to provide cooperative academic programming in order to enrich educational opportunities for students. Class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall be reasonable to accommodate this.

Subd. 3: Job Security:

- (a) It is not the intent of the School District to reduce the size of the bargaining unit to reduce workloads of teachers as a result of the implementation and use of telecommunications.
- (b) Any teacher presenting a telecommunications class or acting as a remote district classroom monitor/supervisor shall be eligible to be a member of the School District’s faculty bargaining unit.
- (c) No teacher may be placed on an unrequested leave of absence if he/she is licensed and qualified to teach a class that the District is receiving via telecommunications. In addition, no teacher may be placed on unrequested leave if he/she has more seniority than an individual who is currently teaching a class that the School District is telecasting and is fully qualified to teach that same class.

Subd. 4: Time and Compensation:

- (a) Preparation Time: A teacher assigned to teach a class utilizing telecommunications as the ongoing method of instruction may be provided with a full or partial extra preparation period each day if it is deemed necessary and reasonable by the School District.

(b) The parties recognize that additional time may be necessary to properly and efficiently provide instruction via telecommunications. Such additional time, if approved by the School District, and occurring outside the normal duty day of the originating or remote district, will be compensated at the teacher's average daily rate of pay. Activities for which additional compensation will be provided shall include, but not be limited to, curriculum development.

(c) Originating or remote district teachers, who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding telecommunications shall be reimbursed for their allowable mileage at the current District rate.

(d) Initial and ongoing training in using telecommunications shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day and/or school year shall be compensated at the teacher's average daily rate of pay.

Subd. 5: Responsibilities of Originating and Remote Site Districts:

(a) The Originating Site: The telecast teacher will be responsible for the course content, material selection, instruction, testing and evaluation, and all other necessary instructional responsibilities for the students at all remote sites. Teachers who are being telecast shall not be responsible for the behavior of the students at the remote site.

(b) Responsibilities of Origination – Remote Site: Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. In the case when the School District teacher is assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. A teacher shall not be assigned to supervise remote site students during the teacher's preparation period or during the time he/she is assigned to perform other duties.

Subd. 6: Scheduling and Assignments: Assignments for telecommunications teachers positions will be mutually agreeable between the teacher and District.

Subd. 7: Broadcast and Rebroadcast Conditions:

(a) The parties agree that telecommunications is designed and intended to be used as a means of teacher-student instruction. The District agrees that it will not telecast a telecommunications class with a signal which would allow for general public viewing without first consulting with the teacher.

(b) Recordings may be made of the two-way interactive televised instruction. Such recordings will be used only for the purpose of makeup work for students who were absent from school during the original telecast period.

(c) All teachers whose instructional presentations are recorded or who create the ideas or materials for use in the recorded lessons or who participate in the production of tapes, publications, YouTube videos, iTunesU lessons, or other print or digital/online educational material shall retain residual rights should said material be copyrighted or sold.

Subd. 8: Equipment: Each participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at its site(s). Teachers shall not be required to maintain telecommunications equipment. When so requested by the School District, teachers willing to take partial or full responsibility for the set up of telecommunications equipment shall be compensated at an hourly rate if outside the normal day.

Subd. 9: Germane Credits: Teachers who receive college or workshop credit will be allowed salary lane advancement for any courses or workshops which are designed to improve a teacher's knowledge of the telecommunicating process which are approved in advance in writing by the School District.

Subd. 10: Strike Prohibition: No telecommunications broadcasts will be sent from or received in the School District if the teachers are conducting a legal strike.

ARTICLE X

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1. PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. or M.S. 122A.41, Subd. G14(a). which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. DEFINITIONS: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1: Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1. or M.S. 122A.41, Subd. 1(a).

Subd. 2: Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Subd. 3: Seniority: "Seniority" for purposes of ULA applies only to Tier 3 and Tier 4 qualified teachers and commences on the initial date of service with the school district in a position requiring a license.

Section 3. UNREQUESTED LEAVE OF ABSENCE: The Board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year. In placing teachers on unrequested leave, the Board is governed by the following provisions:

Subd. 1: Continuing Contract Teachers: 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 initial date of hire as a licensed teacher.

Subd. 2: Exceptions for Licensure: 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 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 in the same field.

Section 4. NOTICE TO TEACHERS: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 5. RIGHT TO A HEARING AND DECISION: 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.

Section 6. FINAL BOARD ACTION: 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 7. REINSTATEMENT: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 8. VACANCIES AND NOTIFICATION: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. 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.

Section 9. SENIORITY: ~~Reduction in personnel shall be determined by date of hire as provided by M.S. 122A.40, Subd. 11. as amended.~~ Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

Section 10. SENIORITY TIE BREAKER: ~~In the event application of Section 1 above results in a tie in seniority between two or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence and recall:~~ In the case of equal seniority, the following steps will be followed in order until the tie is broken:

- (a) Date and clock hour employee signed contract;
- (b) The teacher having the greater number of years of service in the School District (697, 699, 2154) in the teaching area being reduced shall be more senior;
- (c) The teacher having the greater number of teaching license areas utilized by the district shall be the more senior;
- (d) In the event that a tie is not broken by the above sequence, the School District may determine which teacher(s) shall be more senior.

Section 11. BENEFITS WHILE ON LEAVE: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 12. EMPLOYMENT RIGHTS DURING LEAVE: Any teacher placed on leave may engage in teaching or any other occupation during the leave; may be eligible for

unemployment compensation if otherwise eligible under that law for such compensation; and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 13. TERMINATIONS: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

~~**Section 3. RE-EMPLOYMENT RIGHTS:**~~ Any tenured certified employee laid-off due to personnel reductions shall have re-employment rights in conformance with M.S. 122A.40, Subd. 11.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. SICK LEAVE ALLOWANCE:

Subd. 1: At the beginning of each school year each teacher shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness, injury, a Doctor's diagnosed disability of the teacher or for serious illness in the family. Pursuant to Women's Economic Security Act/HF 2536, an employee who performs services for at least 12 months preceding the request, and for an average number of hours per week equal to one-half the full time equivalent position in the teacher's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those twelve months, may use sick leave for absences due to the illness of the employee's actual or adoptive child for such reasonable periods as the teacher's attendance may be necessary or the same terms the teacher is able to use sick leave benefits for the teacher's own absence.

Subd. 2: The unused portion of such allowance shall accumulate from year to year to a maximum of 145 days.

Subd. 3: If a teacher has reached the 145 day maximum sick leave allowance and is going to retire at the end of the school year, he/she will be credited with fifteen (15) days sick leave at the start of the school year, from which absences due to illness will be deducted. Any unused portion of those fifteen (15) days will be dropped, not added to the accumulated 145 or lesser number of days.

Subd. 4: Should the teacher have the maximum accrued sick leave of 145 days, or a lesser amount at the beginning of the school year prior to the year of teacher's actual retirement, and be caused to utilize sick leave during that school year because of serious illness of the teacher or a member of the teacher's immediate family, School District shall allow the teacher to be credited in the actual year of retirement with up to 15 days of the annual sick leave allowance from that prior school year to the extent that the sick leave utilized for, and necessitated by, such serious illness. In no event, however, shall the

teacher have accumulated more than 130 days of sick leave at the time of retirement to be used toward the teacher's retirement benefit.

Serious illness and immediate family shall be defined as set forth in Section 3, Subd. 3 of this Article. Further, this provision is meant and intended to apply only to teachers actively performing services for School District, and it is not meant or intended to apply to teachers on medical leave or those receiving disability benefits under a School District disability or TRA. This provision is intended to have prospective application and effect only, and is not intended to apply or be interpreted in any way to have retroactive effect or application.

Subd. 5: Employees who are "seriously ill" and who have exhausted all accumulated sick leave and personal leave shall be entitled to an advance of fifteen (15) days future sick leave. The employee must have applied for LTD and utilize LTD at the earliest allowable date. The employee or their estate shall repay the District for the advancement of sick leave should the employee not complete the employment year in which the advance was taken.

Section 2. MEDICAL LEAVE OF ABSENCE: A teacher who is unable to teach because of personal illness or injury, or who is on long-term disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon written request of the teacher. A teacher on such leave shall be permitted at his/her own expense to continue the fringe benefits available to the rest of the teachers.

Section 3. DEATH/SERIOUS ILLNESS IN THE FAMILY:

Subd. 1: A leave of three full days at full pay may be granted for any teacher each time a death occurs in the immediate family of the teacher or in the immediate family of the teacher's spouse. Additional days may be granted upon approval of the Superintendent. Additional days are to be deducted from sick leave. The immediate family of a teacher or spouse shall include: mother, stepmother, father, stepfather, grandmother, grandfather, sister, sister-in-law, brother, brother-in-law, husband, wife, child, stepchild, son-in-law, daughter-in-law, grandchild, guardian, significant other, aunt, uncle, niece, nephew or member of the household.

Subd. 2: A leave may also be granted at the discretion of the Superintendent for attendance at the funeral of a foster parent.

Subd. 3: A leave of five days per year at full pay may be granted to any teacher in the event of serious illness in the immediate family of the teacher or in the immediate family of the teacher's spouse. The immediate family of a teacher or spouse shall include: mother, stepmother, father, stepfather, sister, brother, husband,

wife, grandchild, guardian, member of household, adult or minor child, adult or minor stepchild, and grandparent. An additional five days per year leave may be granted upon the approval of the Superintendent. Additional leave beyond the ten days may be granted by the Board. Such leave is to be deducted from sick leave. For purposes of this agreement, serious illness is defined as that which will require hospital or convalescent care or terminal/hospice care, or clinical procedures, and can be verified by medical documentation if required.

Section 4. JURY DUTY: If teachers must appear for jury duty or are subpoenaed as a witness for judicial proceedings, they shall receive the difference between their regular pay and the compensation given them, as a juror or witness, during the period of time they are compelled to be present in court as a juror or witness.

Section 5. PERSONAL LEAVE: Teachers may be granted leaves, at the discretion of the Superintendent or his designee, of no more than three days per year, for personal situations that arise requiring the teacher's personal attention and which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Requests for personal leave must be made in writing to the Superintendent or his designee at least three days in advance, except in the case of emergencies.

Subd. 1: A personal leave day shall not normally be granted for the day preceding or the day following holidays, vacations, and for the first and last days of the school year.

Subd. 2: A teacher shall be allowed to carry over one personal day to the following year for a maximum of four (4) in one school year.

Subd. 3: A teacher shall be allowed to sell unused personal days at the current substitute teacher daily rate of pay.

Section 6. EMERGENCY LEAVE: Emergency leave may be granted at the discretion of the Superintendent. Emergency leave is not to be considered personal leave.

Section 7. PROFESSIONAL LEAVE FOR UNION BUSINESS:

Subd. 1: The executive officers of local professional teacher organization will certify to the School Board the number of official delegates allowed to the delegate assembly. Meetings of the delegate assembly are those dates which are scheduled and do not include information meetings, "emergency" meetings, or other similar meetings. The dates of said scheduled meetings will also be submitted to the School Board along with the names of said delegates. Two delegate members will be authorized to attend said delegate assembly without loss of pay. Two additional delegate members may be permitted to attend without loss of pay at the discretion of the Superintendent providing there is no expense to the District for substitutes.

Subd. 2: Members of the Union authorized by the Union president shall be granted up to

five (5) days of paid union leave per school year, to conduct union business. Union leave by Union members for negotiations and/or mediation sessions with the District shall not be deducted from the five (5) total union leave days. The Union shall reimburse the School District the cost of a substitute teacher for each day of union leave that is used, if one is hired. The Union agrees to notify the teacher's immediate supervisor and the District administration by e-mail at least three days prior to the use of any union leave. The District will submit an invoice to the Union for the cost of substitute teachers.

Section 8. CHILD-BEARING AND/OR CHILD-REARING LEAVE: Child bearing and/or child rearing leaves of absence shall be granted upon request subject to the following provisions:

Subd. 1: Childbearing Leave: Shall be allowed when a female employee wishes the leave of absence to begin prior to the time that she becomes physically unable to continue working because of pregnancy.

Subd. 2: Child-Rearing Leave: Shall be allowed to all employees upon the acquisition of a child, either by birth or by adoption.

Subd. 3: An employee shall have a right to a minimum total of six months leave under Subd. 1 and/or Subd. 2.

Subd. 4: The School District and the employee by mutual agreement entered into prior to, during, or after the leave of absence may extend the leave of absence provided for in this provision. Failure to return pursuant to the date determined under this section shall constitute grounds for termination unless such extension has been granted.

Subd. 5: Following the conclusion of the above leave(s), the employee shall be reinstated to the same or a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 6: An employee may be required to provide verification for a child bearing and/or child rearing leave.

Subd. 7: Written request for leave of absence must be submitted to the School Board at least 8 weeks prior to the date the leave is to commence.

Subd. 8: Nothing in this provision shall preclude the right of an employee to use the sick leave provisions of Section 1, except that the childbearing and child-rearing leaves shall run consecutively if both types of leave are elected by the employee.

Subd. 9: The School District shall not be required to grant a leave of longer than one school year, permit the teacher to return to his or her employment prior to the date assigned, or alter or abrogate any implication of M.S. 122A.40.

Subd. 10: Time spent on childcare leave shall not be included in the probationary period.

Subd. 11: The employee and the School District may agree to establish the leave dates to coincide with the continuity of the instructional program for the students, the individual capacity of the teacher, and the specific employment duties of the teacher involved.

Subd. 12: A teacher may be granted up to two (2) days, to be deducted from sick leave, for adoption procedures. Additional leave, for extenuating circumstances, may be granted at the Superintendent's discretion. Such leave shall be deducted from sick leave.

Subd. 13: While on leave, the teacher shall be granted the opportunity to participate in group insurance programs at the teacher's expense.

Section 9. LEAVE OF ABSENCE WITHOUT PAY:

Subd. 1: Short-Term Leave of Absence Without Pay: A short-term leave of absence without pay may be granted at the discretion of the Superintendent upon written request of the teacher. A teacher granted such leave shall retain all rights and benefits while on such leave. Short-term leave is defined as 1-15 days.

Subd. 2: Long-Term Leave of Absence Without Pay: A long-term leave of absence without pay may be granted by the Board of Education upon written request by the teacher. A teacher, while on a long-term leave of absence without pay, shall be eligible to receive fringe benefits, at the employee's expense, while on such leave and upon return to the same or a similar position, shall be reinstated to the rights and benefits acquired prior to such leave. Long term leave is defined as anything over 15 days.

Section 10. SABBATICAL LEAVE: The School Board will grant up to one (1) request for sabbatical leave of absence per year.

Subd. 1: Qualifications: Teachers shall be eligible for a sabbatical leave after each seven (7) years of teaching in Independent School District #2154. Sabbatical leave shall be granted on the basis of seniority.

Subd. 2: Time to Apply: Application for sabbatical leave must be made on or before January 1. Successful applicants will be notified on or before February 1.

Subd. 3: Salary: The teacher awarded sabbatical leave will be compensated at seventy-five percent salary on the current schedule plus medical, hospital, and life insurance as provided all staff members. Thirty-three and one-third percent of the salary would be paid in 24 equal payments during the first year of sabbatical; thirty-three and

one-third upon completion of the first year of teaching upon return, and the balance of thirty-three and one-third percent after the second year of teaching. No extracurricular pay or extra duty pay will be included. Sabbatical leave shall be considered as teaching service, and all salary increments shall accrue to the staff member. Failure to return to the District shall result in the return of all salary and district incurred fringe benefit payments.

Subd. 4: Requirements: In order to be granted a sabbatical leave, teachers must agree to satisfy the following requirements:

- (a) They will undertake programs which are designed to help them better perform their duties upon return.
- (b) Staff members with less than a M.A. Degree must have been accepted into graduate school, have attained at least a B.S. Degree, and must have submitted for approval a tentative program leading to an advanced degree.
- (c) Staff members with a M.A. Degree or training beyond the M.A. degree must submit for approval a summary of plans for study, research, and/or travel.
- (d) If the leave is granted for study, the recipient will earn a minimum of twenty (20) semester hours during the sabbatical year with one summer or equal work by writing a thesis or other work which has had prior approval by the Superintendent.

Section 11. RELIGIOUS HOLIDAYS: Leave for religious holidays shall be granted without loss of pay as per M.S. 15A.22.

Section 12. MILITARY LEAVE: M.S. 192.26 will apply.

ARTICLE XII

TEACHER ON SPECIAL ASSIGNMENT

Section 1. DEFINITION: The term “Teacher on Special Assignment” (TOSA) will be used to describe the reassignment of a non-probationary currently employed teacher into a non-classroom assignment. Special assignment positions may exist to provide leadership, mentorship, peer assistance or review, or coordination for an educational program of the district. The district will require a current Minnesota teaching license in order to employed in a TOSA position. Teacher in a TOSA position may be required to periodically provide instruction to students, model teaching of students for a peer, co-teach students with a peer, or substitute teach. TOSA positions are not supervisory positions as defined in PELRA.

Section 2. ASSIGNMENT: A TOSA assignment must be mutually agreed on by the teacher and the district. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on unrequested leave of absence (ULA) may apply for TOSA positions, and

be considered by the district for these positions. The district will not be required to offer a teacher on ULA a TOSA assignment.

Section 3. TERM: The School Board shall determine the beginning and ending dates of a TOSA assignment, but at no time will the duration be for less than one school year. During the term of the special assignment, both parties will have the ability to evaluate the program and/or personnel needs, and if necessary request a change in assignment. In the event that either the district or the TOSA wish to end the term of the assignment, notification must be given to the other party, in writing, by March 15th for the following school year.

Section 4. COMPENSATION AND CONTRACTUAL RIGHTS: A TOSA under this section shall continue to receive all compensations, fringe benefits, and other contractual benefits and protections. Due to the nature of the special assignment, additional time and/or compensation may be required. Such time and compensation will be outlined in the description of the position when the position is posted.

Section 5. SENIORITY: Accrual of seniority shall be unaffected by the TOSA. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the district.

Section 6. REINSTATEMENT: An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's license.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE (BMS Grievance Procedure)

Section 1. APPLICATION: This grievance procedure is applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subdivision 4.

Section 2. DEFINITIONS:

Subd. 1: Scope: For the purpose of this Article, the words defined in this part have meanings given them.

Subd. 2: Bureau: "Bureau" means the Bureau of Mediation Services.

Subd. 3: Days: "Days" means calendar days.

Subd. 4: Employee: "Employee" means any public employee who is employed in

a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes 179A.12.

Subd. 5: Grievance: "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subdivision 1. If no contract exists between the exclusive representative and the employer, "grievance" means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 6: Non-probationary: "Non-probationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Subd. 7: Party: "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 8: Service: "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under this article is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 3. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by this Article, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 4. STEP ONE: When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

Section 5. STEP TWO: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the next appropriate level of supervision by the Exclusive Representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within fifteen (15) days after the immediate supervisor's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within five (5) days after service of the written grievance and both parties shall attempt to resolve the grievance. The

employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five (5) days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Section 6. STEP THREE: If the grievance is not resolved under step two, the Exclusive Representative may serve the written grievance upon the Chief Administrative Agent of the employer or the person's designated representative within ten (10) days after the written response required by step two was due. An Agent of the exclusive representative shall meet with the Chief Administrative Officer or designee within five (5) days of service of the written grievance and they shall attempt to resolve the matter. The Chief Administrative Officer or designee shall serve a written response to the grievance on the Agent of the exclusive representative within five (5) days of the meeting.

Section 7. ARBITRATION:

Subd. 1: Referral to Arbitration: If the response of the Chief Administrative Officer or designee is not received within the period provided in Step 3 or is not satisfactory, the Exclusive Representative may serve written notice on the employer of its intent to refer the case to arbitration within ten (10) days after the response required by Step three is due.

Subd. 2: Selection of Arbitrator: Within ten (10) days of the service of written notice of intent to arbitrate, the employer's Chief Administrative Officer or designee shall consult with the Agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from a list of five names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If you party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of services of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 3: Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4: Arbitration Expense: The employer and the Exclusive Representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid

by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Section 8, Subd. 1.

Subd. 5: Transcripts and Briefs: Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 8. PROCESSING OF GRIEVANCES:

Subd. 1: Release Time: To the fullest extent feasible, the processing of grievances under this Article shall be conducted during the normal business hours of the employer. Employees designated by the Exclusive Representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Article, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2: Waiver of Steps: The parties may, by written mutual agreement, waive participation in the grievance steps in Sections 4, 5 and 6, and may similarly agree to extend the time limits established by Sections 4, 5, 6 and 7.

Subd. 3: Time Limits: Failure to raise a grievance within the time limits specified in Section 4, or to initiate action at the next step of the procedure in Sections 4, 5, 6 and 7 within the time limits in these parts shall result in forfeiture by the Exclusive Representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in Sections 4, 5, 6 and 7 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

Section 9. EFFECTIVE DATE:

Subd. 1: No Existing Agreement: In cases where there is no current collective bargaining agreement between an exclusive representative and a public employer, this

article is effective five (5) days after the date of publication of the notice of adoption in the State Register.

ARTICLE XIV INSURANCE

Section 1. INSURANCE PROGRAM:

Subd. 1: Insurance Plan: Employees covered by this agreement shall have the option to select the health, dental, income protection and life insurance plans (\$50,000 aggregate plus \$1,000 paid up) available from the District's insurance plan.

Subd. 2. Selection: The selection of insurance carriers and policies shall be made by the School District as provided by law.

Subd. 3: District Contribution: The District shall contribute for the 2019-2020 school year ~~\$8,447~~ **\$8,940.88** single and ~~\$16,098~~ **\$17,001.92** family toward the cafeteria insurance plan, and for the 2020-2021 school year ~~\$8,597~~ **\$9,209.11** single and ~~\$16,348~~ **\$17,511.98** family toward the cafeteria insurance plan.

The intention of this subdivision is to make purchases from the cafeteria plan tax sheltered under I.R.C. Section 125 to the extent allowed by law.

The District's contribution is determined by the teacher's selection of medical insurance (single or family).

Subd. 4: Eligibility: Full benefits provided in this article are designed for full-time personnel as described in Article III hereof. Part-time employees shall be eligible for partial benefits and district contributions proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the district.

Section 2. FLEXIBLE BENEFIT PLAN: The District shall provide a flexible benefit plan as per I.R.C. Section 125, to shelter the contributions toward the insurance program.

Section 3. TAX SHELTERED ANNUITIES: Teachers will be provided with the opportunity to participate in any tax sheltered annuity plans listed in the district's tax sheltered plan document as "Approved Providers", provided that there are at least five (5) participating employees for each company.

Section 4. RETIREE INSURANCE: At retirement, an eligible employee covered by this agreement shall have the value of the employee's accumulated sick leave (to a maximum of 130 days) based on his/her current daily salary deposited and placed in the employee's 403B account. The qualifying employee may elect to remain in the school district's health insurance group.

Eligibility. To be eligible for the benefits and provisions of this section, a teacher must have actively taught in the School District for at least ten (10) years and be at least fifty-three (53) years of age.

Section 5. DURATION OF INSURANCE CONTRIBUTION: Teachers whose employment is terminated under Minnesota Statutes 122A.40, Subd. 11. may continue to receive health insurance benefits until August 31 at district expense or until they receive new employment, whichever comes first. From September 1 on, the teachers may continue to receive benefits at their expense. This may continue as provided for in State and Federal statutes.

Section 6. DEFERRED COMPENSATION PLAN:

Subd. 1: Plan: All teachers covered by this Agreement shall be eligible to participate in the Deferred Compensation Plan, which is subject to the rules of the State of Minnesota Deferred Compensation Plan, as entitled under MN. Stat. 352.96 and 356.24. Participation is limited solely to this State plan. Teachers will be provided with the opportunity to participate in any State approved company, provided that there are at least five (5) participating employees for each company.

Subd. 2: Contributions: The District will contribute the following annual matching amount for each full-time teacher who enrolls. The district will contribute pro-rated annual matching amounts for each part-time teacher who enrolls, based on the teacher's percentage of FTE.

(a) ~~\$1,050~~ \$1,092 for 2019-20 and \$1,124.76 for 2020-21 for teachers in their third (3rd) through fifth (5th) year of teaching with the district, and those full-time teachers who are eligible for the retirement incentive set forth in Article VII, Section 3 of this Agreement.

(b) ~~\$1,150~~ \$1,196 for 2019-20 and \$1,231.88 for 2020-21 for teachers in their sixth (6th) through tenth (10th) year of teaching with the District.

(c) ~~\$1,200~~ \$1,248 for 2019-20 and \$1,285.44 for 2020-21 for teachers in their eleventh (11th) through fifteenth (15th) year of teaching with the District.

(d) ~~\$1,300~~ \$1,352 for 2019-20 and \$1,392.56 for 2020-21 for teachers in their sixteenth (16th) through twentieth (20th) year of teaching with the District.

(e) ~~\$1,400~~ \$1,456 for 2019-20 and \$1,499.68 for 2020-21 for teachers who complete twenty-one (21) or more years with the District.

Subd. 3: Limitation of Eligibility:

To be eligible for contributions in school year 2019-2020, teachers must have been receiving the benefit or employed full time during the school year 2018-2019.

Teachers shall continue to receive pro rata benefits under this section as long as they continue employment with the District.

To be eligible for contributions in school year 2019-2020, teachers must be in their third (3rd) year of employment in the District.

ARTICLE XV

EARLY CHILDHOOD FAMILY EDUCATION AND TITLE 1 TEACHERS

Section 1. Statutory Considerations: Pursuant to Minn. Stat. 122A.26, an Early Childhood Family Education (ECFE) teacher and School Readiness (SR) teacher who teaches in an early childhood and family education or school readiness program, which is offered through a community education program which qualifies for Community Education aid, SR aid or ECFE aid, must meet licensure requirements as a teacher. However, Minn. Stat. 122A.15 specifically provides that such licensure shall not be construed to bring such an ECFE or SR teacher within the definition of a teacher for purposes of Minn. Stat. 122A.40, Subd. 1, or Minn. Stat. 122A.41, Subd. 1(a).

Section 2. Application of Contract: The parties recognize that the employment of ECFE, SR or Title 1 teachers is unique and market driven, and accordingly requires particular consideration in the contract because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE, SR, and Title 1 teachers shall be three school years of continuous service. During the probationary period the School District shall have the unqualified right to suspend, discharge or otherwise discipline an employee, and the employee shall have no recourse to the grievance procedure. Upon completion of the probationary period, an employee may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE, SR and Title 1 teachers shall have seniority only as an ECFE, SR or Title 1 teacher and shall have a separate seniority list consisting only of ECFE, SR and Title 1 teachers. An ECFE, SR or Title 1 teacher shall not have any rights to any other teaching position in the School District. ECFE, SR and Title 1 teachers shall be laid off and recalled within order of seniority with other ECFE, SR and Title 1 teachers.

Section 5. Compensation: ECFE, SR and Title 1 teachers shall be compensated pursuant to the specific ECFE-SR-Title 1 salary schedule (Schedule C) or such other method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule. ECFE, SR and Title 1 teachers shall receive two (2) sick leave days per year to be used for absences caused by illness, injury, a Doctor's diagnosed disability of the teacher or for serious illness in the family, and two (2) personal days per year as defined in Article XI, Section 5 of this

agreement. Teachers defined in this article will be able to accumulate up to seventeen (17) sick days.

Section 6. Applicable Sections of the Collective Bargaining Agreement: ECFE, SR and Title 1 teachers shall be covered by the following sections of the Collective Bargaining Agreement:

Article I	Agreement
Article II	Exclusive Representative
Article III	Definitions
Article IV	School Board Rights and Obligations
Article V	Teacher Rights
Article XI	Leaves of Absence
Article XII	Grievance and Arbitration Procedure
Article XVI	Public Obligation
Article XVII	Duration and Effect
Article XVIII	Fair Practices

Section 7. Sections of the Collective Bargaining Agreement Not Applicable: ECFE, SR and Title 1 teachers shall not be eligible for the following articles of the collective bargaining agreement, which apply only to regularly licensed continuing contract teachers:

Article VI	Basic Schedules and Rates of Pay
Article VII	Extra Compensation
Article VIII	Working Conditions
Article X	Unrequested Leave of Absence and Seniority Agreement
Article XIV	Insurance

Section 8. Hours of Service, Duty Day, Duty Week and Duty Year: Recognizing the unique, changing and irregular nature of the ECFE, SR and Title 1 programs, hours of service, duty day, duty week and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

ARTICLE XVI LICENSED SCHOOL NURSE

Section 1. The position of Licensed School Nurse is covered by all provisions of the CBA, with the following exceptions:

- (a) The designated Licensed School Nurse will work 180 days at the appropriate step and lane without additional compensation. The District may schedule up to 10 additional days, if needed, to be paid at the average daily rate of pay.

~~(b) The designated Licensed School Nurse will work 8 hours a day, exclusive of a 30 minute duty free lunch.~~

ARTICLE XVII PUBLIC OBLIGATION

Section 1: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2: In the event that another District employee group is on strike, the Exclusive Representative agrees that during the term of this Agreement, neither the exclusive representative nor any individual employee shall partake in that strike. For purposes of this section, this means failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence from the full, faithful and proper performance of the duties of employment.

ARTICLE XVIII FAIR PRACTICES

No person or persons, department, or divisions responsible to the School Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership in or association with the activities of the teacher organizations.

ARTICLE XIX DURATION AND EFFECT

Section 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, and continuing through June 30, 2021. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May, 1, 2021.

Section 2. EFFECT: This Agreement constitutes the full and complete Agreement between the School Board and Education Minnesota Eveleth-Gilbert representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

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 unless mutually agreed upon by the district and exclusive representative.

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 the Agreement or the application of any provision thereof.

**ARTICLE XX
COLLECTIVE BARGAINING CONTRACT**

The School Board shall furnish a printed copy of this collective bargaining contract to each certificated teacher. Twenty-five copies shall be furnished to Education Minnesota Eveleth-Gilbert.

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

EDUCATION MINNESOTA EVELETH-GILBERT

President

Secretary

Chair of Negotiating Committee

Dated this ____ day of _____, 2019.

INDEPENDENT SCHOOL DISTRICT #2154

Board Chair

Clerk

Dated this ____ day of _____, 2019.

Schedule A Salary Schedule 2019-2020

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
1	42,066	42,728	44,667	46,607	48,539	50,481	52,421	54,477
2	42,728	44,667	46,607	48,539	50,481	52,421	54,477	56,295
3	44,667	46,607	48,539	50,481	52,421	54,477	56,295	58,228
4	46,607	48,539	50,481	52,421	54,477	56,295	58,228	60,169
5	48,539	50,481	52,421	54,477	56,295	58,228	60,169	62,111
6	50,481	52,421	54,477	56,295	58,228	60,169	62,111	64,053
7	52,421	54,477	56,295	58,228	60,169	62,111	64,053	65,994
8	54,477	56,295	58,228	60,169	62,111	64,053	65,994	67,935
9	56,295	58,228	60,169	62,111	64,053	65,994	67,935	69,876
10	58,228	60,169	62,111	64,053	65,994	67,935	69,876	71,817
11	60,169	62,111	64,053	65,994	67,935	69,876	71,817	73,759
12	62,111	64,053	65,994	67,935	69,876	71,817	73,759	75,699

Career Increments: For teachers who have taught in the Eveleth-Gilbert School District

after 14 years	\$832
after 15 years	\$817.44
after 20 years	\$977.60
after 25 years through 30 years	\$566.80
Maximum longevity payment:	\$6,027.84

Schedule B Salary Schedule 2020-2021

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
1	43,328	44,010	46,008	48,006	49,996	51,996	53,994	56,112
2	44,010	46,008	48,006	49,996	51,996	53,994	56,112	57,984
3	46,008	48,006	49,996	51,996	53,994	56,112	57,984	59,975
4	48,006	49,996	51,996	53,994	56,112	57,984	59,975	61,975
5	49,996	51,996	53,994	56,112	57,984	59,975	61,975	63,975
6	51,996	53,994	56,112	57,984	59,975	61,975	63,975	65,975
7	53,994	56,112	57,984	59,975	61,975	63,975	65,975	67,974
8	56,112	57,984	59,975	61,975	63,975	65,975	67,974	69,974
9	57,984	59,975	61,975	63,975	65,975	67,974	69,974	71,973
10	59,975	61,975	63,975	65,975	67,974	69,974	71,973	73,972
11	61,975	63,975	65,975	67,974	69,974	71,973	73,972	75,972
12	63,975	65,975	67,974	69,974	71,973	73,972	75,972	77,970

Career Increments: For teachers who have taught in the Eveleth-Gilbert School District

after 14 years	\$856.96
after 15 years	\$841.96
after 20 years	\$1,006.93
after 25 years through 30 years	\$583.80
Maximum longevity payment:	\$6,208.68

Schedule C

EXTRA-CURRICULAR SALARY SCHEDULES

2019-2021

(The dollars paid are determined by multiplying the points times \$447.20 for 2019-20 and \$460.62 for 2020-21).

		<u>POINTS</u>
FOOTBALL	Head Coach	12.0
	Assistant "A" Coach	8.0
	"B" Coach	8.0
	"C" Coach	8.0
	Grades 7 & 8 Coach	5.0
BASKETBALL	Head Coach (Boys and Girls)	12.0
	Assistant "B" Coach (Boys and Girls)	8.0
	Grades 7-9 Coach (Boys and Girls)	6.0
HOCKEY	Head Coach (Boys and Girls)	12.0
	Assistant "A" Coach (Boys and Girls)	8.0
	"B" Coach	8.0
SWIMMING	Head Coach (Boys and Girls)	12.0
	Assistant "B" Coach (Boys and Girls)	8.0
	Grades 7-8 Coach (Boys and Girls)	5.0
VOLLEYBALL	Head Coach	12.0
	Assistant Coach	8.0
	"C" Coach	8.0
	Grades 7-8 Coach	5.0
TRACK	Head Coach (Boys and Girls)	9.0
	Assistant Coach (Boys and Girls)	6.0
	Grades 7-9 Coach (Boys and Girls)	4.0
BASEBALL:	Head Coach	8.0
	Assistant Coach	5.0
	Grade 7-9 Coach	3.0
SOFTBALL:	Head Coach	8.0
	Assistant Coach	5.0
	Grades 7-9 Coach	3.0

		<u>POINTS</u>
TENNIS:	Head Coach (Boys and Girls)	8.0
	Assistant Coach (Boys and Girls)	5.0
	Grades 7-9 Coach	3.0
CROSS COUNTRY:	Head Coach	8.0
	Assistant Coach	5.0
GOLF:	Head Coach	8.0
	Assistant Coach	5.0
	Grades 7-9 Coach	3.0
MUSIC:	Extra Curricular Band (Sr. High)	10.0
	Extra Curricular Band (Jr. High)	2.5
SPEECH:	Senior High	6.5
	Assistant Speech	4.5
	Junior High	3.5
DRAMA:	Fall Play Director	6.0
	Fall Play Assistant Director	3.0
	Spring Play Director	6.0
	Spring Play Assistant Director	3.0
	One-Act Play Director	4.0
	One-Act Play Director	2.0
	Junior High Play (Three Act)	4.0
	Junior Variety Show	3.0
	Jr. High Musical:	
	Director	4.0
	Vocal	2.0
Instrumental	1.5	
NEWSPAPER:	Senior High	3.5
	Junior High	2.0
YEARBOOK:	Senior High	6.0
	Junior High	3.0
	Gilbert Campus	4.0
STUDENT COUNCIL:	Senior High	3.5
	Junior High	3.0
	Elementary	3.0
	Ambassadors & School Patrol	5.0

	<u>POINTS</u>
CLASS ADVISOR:	
Senior Class (Includes Graduation Exercise & Practice)	3.0
Junior Class (Includes Prom)	3.0
Sophomore Class	2.0
Freshman Class	2.0
Elementary Safety Patrol	2.0
I Love To Read Month	1.5
Elementary Track and Field	1.5
Laurentian Environmental Center	4.0
CHEERLEADER ADVISOR:	
Senior High (2 positions)	3.5
Junior High	2.0
ROBOTICS	10.0
INVENTOR'S CONGRESS	1.0
MATH TEAM	2.0
BEARETTE ADVISOR:	2.5
KNOWLEDGE BOWL ADVISOR:	
Senior High Varsity	3.5
Senior High Junior Varsity	2.0
Junior High	2.0
Elementary	2.0
MOCK TRIAL ADVISOR:	2.5
NOON DUTY:	3.5
NATIONAL HONOR SOCIETY:	4.0
BPA ADVISOR:	3.5
CHAPERONING:	\$15/event
STUDY HALL / IN SCHOOL SUSPENSION:	2.4 period / semester
S.A.D.D.:	5.0
PLC COORDINATOR:	2.0

LONG-TERM SUBSTITUTING: Persons certified in the field of their substitute teaching with thirty (30) or more teaching days of consecutive substituting for one teacher will be paid the minimum on the salary schedule in the Bachelor's lane. Long-term substitutes are not eligible for fringe benefits. Other substitutes will be deemed to be casual substitutes and will be compensated per Board policy.

EXTRA PAY FOR ADDED TEACHING HOURS:

- (a) Short-term substituting (taking over another teacher's class): prorated on substitute pay.
- (b) Long term substituting (30 or more continuous days): prorated on current salary commencing with beginning of substitute assignment.

MENTOR \$500

**SUMMER SCHOOL BAND LESSONS/
MARCHING BAND PAY:** \$18.00/hour

ACADEMIC SUMMER SCHOOL PAY – shall be compensated at the hourly rate equivalent to the base rate of the salary schedule; BA, Step 5.

HOMEBOUND INSTRUCTION – shall be compensated per student at the hourly rate equivalent to the base rate of the salary schedule, BA, Step 5.

STAFF DEVELOPMENT OR CURRICULUM DEVELOPMENT

Staff development or curriculum development, as approved by the Building Administrator, shall be compensated at the rate of salary schedule; BA, Step 5.

ECFE – SCHOOL READINESS - TITLE I PAY

	<u>2019-2020</u>	<u>2020-2021</u>
0-3 years	\$25.97/hour	\$26.75/hour
4-6 years	\$28.13/hour	\$28.98/hour
7 or more years	\$30.30/hour	\$31.20/hour

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