

# Yellow Medicine East ISD 2190 School Board Meeting Agenda



Monday, April 23, 2018 at 6:00 PM  
Special Meeting  
YME Board Room - # 113

*Our Mission is: To provide a caring environment of high expectations that prepares every student for a successful future and instills the value of learning.*

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1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call of Board Members
4. Approval of Agenda
5. Reading of the YME Mission Statement
6. Public Address to the Board of Education
7. Consent Agenda - Action
  1. Regular Business
    1. Approval of Regular Meeting Minutes - April 9, 2018 3
    2. Field Trip Request - Dakota Language Bowl - April 27-29, 2018 5
  2. Personnel Items
    1. Resignation - Superintendent of Schools - Dr. Rick Clark 6
    2. Resignation - Early Childhood Coordinator/School Readiness Teacher - Emily Balfany 7
8. Old Business
  1. Information - Status of Survey 8
    1. Sample Surveys 9
  2. Determine FTE Value for Next Superintendent 16
  3. Determine Manner in Which Selection of Next Superintendent will be Undertaken 18
    - School/Self Search - Executive Search Consultant - Other
9. New Business
  1. Approval of 2017-2018 & 2018-2019 EM-YME Contract 37
  2. Discussion - Setting Priority Duties for Superintendent Prior to Leaving YME

10. Upcoming Events

1. Early Dismissal - Staff Development - April 25, 2018 - 2:30 pm
2. Early Dismissal - Staff Development - May 2, 2018 - 2:30 pm
3. Policy Committee Meeting - May 8, 2018 - YME Board Room - 6:00 pm
4. Board Meeting - May 14, 2018 - YME Board Room - 5:00 pm (Due to the 7:00 pm Band Concert)
5. Early Dismissal - Staff Development - May 16, 2018 - 2:30 pm
6. No School - Memorial Day - May 28, 2018
7. Last Day of the 2017-2018 School Year - June 1, 2018 - 2-Hour Early Dismissal
8. Commencement Exercises - Class of 2018 - Espeland Gym - June 1, 2018 - 7:00 pm

11. Adjourn the Meeting

**YELLOW MEDICINE EAST ISD #2190  
REGULAR SCHOOL BOARD MEETING MINUTES  
MONDAY, APRIL 9, 2018 – 6:00 PM  
YME BOARD ROOM**

Chair Dawn Odegard called the meeting to order.

The Pledge of Allegiance was recited.

Roll Call of Board Members Present: Susan Bones, Jeremy Corner, Amanda Lecy, Dawn Odegard, Sonja Pederson, Sharon Rupp, Steve Rupp, Dr. Rick Clark

Staff/Public Present: Deb Beckler, LeeAnn Boushek, Saraya Burgeson, Leanne Carmany, Lynette Clark, Chase Corner, Alex Formo, Janel Guertin, Lisa Hansen, Chelsea Hoernemann, Patrick Hoernemann, Andy Holt, Alyssa Johnson, Tim Knapper, Sheila Koepke, Zach Koepke, Nicolle Kotek, Jeremy LeBlanc, Ryan Luft, Alex Sina, Denise Streich

Motion by Sharon Rupp, second by Jeremy Corner, and carried unanimously, to approve the agenda for the meeting with item 11.1 –Request Received from the Class of 2018 moved under District Reports and acted on at that time.

Susan Bones read the YME Mission Statement.

The opportunity to address the Board received no response.

**Consent Agenda - Action**

Motion by Steve Rupp, second by Sonja Pederson, and carried to approve the consent agenda items as follows:

- approval of the March 12, 2018 regular meeting minutes.
- approval of the March 28, 2018 special meeting minutes.
- payment of bills in the amount of \$405,914.04 with checks numbered 20442-20553; and wire transfers in the amount of \$234,030.11 numbered 201700116-201700125.
- finance report, as submitted.
- enrollment report, as submitted.
- Environmental Health and Safety Program proposal from Musser Environmental Consulting, Inc.
- leave of absence request – Community Education/Activities Administrative Assistant - Alyssa Johnson.
- employment - long-term substitute – MS/HS Social Studies – Thomas Schoper.
- resignation – Head Wrestling Coach – Darrel Refsland.

In a presentation on behalf of the Class of 2018, senior class officers Saraya Burgeson and Janel Guertin, requested that seniors be excused from the last week of school to allow seniors to prepare for graduation.

Motion by Amanda Lecy, second by Jeremy Corner and carried to approve the request received from the Class of 2018 to excuse senior students who have met all graduation requirements from school May 29-31, 2018.

Superintendent Clark asked Board members to email legislators regarding unfunded mandates. He will share talking points.

Bert Raney Elementary Principal Lisa Hansen reported on the 4<sup>th</sup> grade state presentations and the 5<sup>th</sup> grade wax museum. She shared that spring testing is underway and that kindergarten kickoff for the class of 2031 was well attended.

Members of the YME Robotics team, the StingBots, reported on their season and demonstrated the workings of their robot.

YME MS/HS Principal Ryan Luft reported that, due to weather, the ACT test for juniors has been rescheduled to April 24. He shared that seniors will be allowed to report to school late (10:10) on April 23 as students in grades 6-8, 10 and 11 will be MCA testing and this will allow for a two class period testing block.

Written Reports Submitted: MN West CTE Collaborative Meeting Summary – February 5, 2015; Buildings & Grounds Committee Meeting Summary – March 6, 2018; Finance Committee Meeting Summary – March 27, 2018; SWWC Strategic Real Estate & Facility Plan Summary; Safe & Secure Schools Act; LYFT Pathways Initiative

Motion by Susan Bones, second by Sharon Rupp and carried to schedule a special Board Work Session on Monday, April 23, 2018 at 6:00 pm for the purpose of developing criteria and a process for the superintendent search.

Motion by Jeremy Corner, second by Susan Bones and carried unanimously by roll call vote to accept bid the received from Sussner Construction, Marshall, MN for the gym guardrail project.

The Board is directing the Finance Committee and Policy Committee to consider the YES! committee request for sponsorship.

Motion by Jeremy Corner, second by Sonja Pederson and carried to offer support of the SWWC Cooperative Special Needs Service Expansion.

The Board is directing the Finance Committee to explore the development/implementation of a Silver Sting Card (activities card) for Senior Citizens.

Motion by Steve Rupp, second by Amanda Lecy and carried to add the process of developing a climate survey to an action item at this meeting.

Motion by Steve Rupp, second by Amanda Lecy and carried to direct Dr. Clark to begin developing a climate survey to evaluate the school district, which will be reviewed by the entire board before its issuance.

Correspondence: Petition for Property Tax Review – Great River Energy.

Upcoming Events:

YME/EM-YME Negotiations – April 10, 2018 – YME Board Room – 5:30 pm

Early Dismissal – Staff Development – April 11, 2018 – 2:30 pm

YME 1:1 Tech Committee Meeting – April 17, 2018 – YME Board Room – 5:30 pm

Board Work Session – Superintendent Search – April 23, 2018 – YME Board Room – 6:00 pm

Early Dismissal – Staff Development – April 25, 2018 - 2:30 pm

Early Dismissal – Staff Development – May 2, 2018 – 2:30 pm

Policy Committee Meeting – May 8, 2018 – YME Board Room – 6:00 pm

Board Meeting – May 14, 2018 – YME Board Room – 5:00 pm (due to the 7:00 pm band concert)

The Board entered into closed session at 7:50 pm to discuss negotiation strategies for EM-YME & YME Principals contract.

The closed session ended at 8:40 pm.

The meeting was adjourned by Chair Dawn Odegard.

**REQUEST TO HAVE A FIELD TRIP**

**Date Submitted: 4/9/18      Submitted by: R. Bjerkeset**

**Name of event: University of Minnesota Dakota Language visit and St. Paul Dakota Language Bowl**

**For (class/group): Dakota Language Bowl**

**Date of Trip: 4/27/18-4/29/18      # of Students Attending: 10**

**Being held where (location, City/State)? Harding High School, St. Paul MN**

**Leave time: 8:30 AM      Return time: 6:30 PM**

**Is this a single day or an overnight trip? Overnight**

**Trip Coordinator: R. Bjerkeset**

**Chaperones: R. Bjerkeset, C. Thode, D.Chase, S.Blue, C. Schommer**

**Cell phone/contact person in case of emergency: 320.226.0592**

**Transportation by van**

**Budget Code for expenses: Minnesota Indian Education funding**

**Is there a fee for student participation (amount): N/A**

**Summary of trip intent & how it ties into your program:**

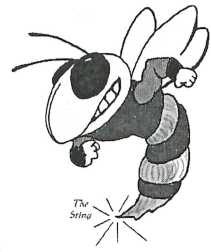
**On Friday, the Dakota Language Class will sit in on the Dakota Language class at the University of Minnesota. The class will share the language as well as talk to University students about campus life at the U.**

**On Saturday, the students will participate in a Dakota Language bowl in St. Paul.**

# YELLOW MEDICINE EAST – ISD 2190

*Serving the communities of Clarkfield, Echo, Granite Falls, Hanley Falls, Hazel Run & Upper Stoupe*

Rick Clark, Ed.D., Superintendent  
450 9<sup>th</sup> Avenue - Granite Falls, MN 56241  
Phone: 320-564-4081 - Fax: 320-564-4781



April 10, 2018

Yellow Medicine East ISD 2190  
Attention: Board of Education  
450 9<sup>th</sup> Avenue  
Granite Falls, MN 56241

Re: Notice of intent to retire – resignation

Dear Members,

I thank the members, past and present, for their support of Yellow Medicine East School District and of me professionally and personally. It is with a heavy heart that I tender this letter of resignation, effective 12:00 am on July 1, 2018.

The job of YME superintendent was full time but was accepted on a part time only basis. The expectations and demands were satisfactorily met for a period of three (3) years. However, travel and services of the superintendent require more time and energy than this part-time administrator can provide. At this time in my life my priority must be my health and attention to my family.

I plan that members accept this letter and to initiate the process of finding a suitable replacement for installation on July 1, 2018

Thank you for your consideration and cooperating in this important matter.

Respectfully,

Dr. Rick Clark

Cc: File

YME MIDDLE/HIGH SCHOOL  
Ryan Luft, Principal  
450 9<sup>th</sup> Avenue  
Granite Falls, MN 56241  
Phone: 320-564-4083  
Fax: 320-564-4782

BERT RANEY ELEMENTARY  
Lisa Hansen, Principal  
555 7<sup>th</sup> Avenue  
Granite Falls, MN 56241  
Phone: 320-564-4082  
Fax: 320-564-4427

ACTIVITIES & COMMUNITY EDUCATION  
Tim Knapper, Director  
450 9<sup>th</sup> Avenue  
Granite Falls, MN 56241  
Phone: 320-564-4084  
Fax: 320-564-4781

MVCC - SPECIAL EDUCATION  
Cindy Loe, Director  
450 9<sup>th</sup> Avenue  
Granite Falls, MN 56241  
Phone: 320-564-4084  
Fax: 320-564-4781

Emily Balfany  
890 15th Ave  
Granite Falls, MN 56241

4/23/18

Dear Yellow Medicine East School District,

I would like to inform you that I am submitting my resignation of job duties at Yellow Medicine East Schools at the end of the 2018 fiscal school year on July 31, 2018. I will complete my teaching position through the year and complete all coordination duties before my resignation date.

Thank you for the opportunities of professional and personal growth while employed at Yellow Medicine East Schools. I have truly enjoyed working for the school district and appreciate all the support that has been given to me during my employment at the school.

If I can be of any help during this transition, please let me know. I would be happy to do so and to serve the early childhood families that we support and educate!

Sincerely,

  
Emily Balfany



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# Yellow Medicine East, ISD 2190

## ISD 2190 – BOARD OF DIRECTORS' AGENDA ANALYSIS

**AGENDA ITEM:** 8.1  
**MEETING DATE:** April 23, 2018  
**SUBJECT:** Status of Survey

### **BOARD ACTION**

Required X  
Information  
Scheduled Report

### **BACKGROUND/RATIONALE**

There are a couple of considerations for the members. In 2015 a survey of staff was issued with two questions, name three things that YME does well, name three things that need attention. There is also a survey that was done shortly before my arrival and a submission by two board members.

The first survey would be quick and easy to put together and issue. I would take some time to tally the results  
The second two surveys would be quick to tally.

What would the board like to happen?

### **PRESENTER (S)**

### **COMMITTEE**

Board of Education

### **SUPERINTENDENT RECOMMENDATION**

It is recommended to ask the two questions.

YME Report Card May 2012

1. Introduction

Dear YME Staff Members,

This same "YME Report Card" has been used at the end of previous school years to gather perception data on YME. Your responses are helpful and useful for discussion by school committees with the goal of continuous school improvement.

The questions on the survey are the same as before relating to safety, relationships, teaching/learning, and physical surroundings. Using the same survey helps determine if progress is being made to create a more productive working and learning environment at YME.

Please complete this survey by 4:00 PM on Friday, June 1. Thank you.

Next

YME Report Card May 2012

2. Grades

1. Please award a letter grade for the following areas.

|                              | A                     | B                     | C                     | D                     | F                     |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Facility Appearance          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Order and Discipline         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Academic Instruction         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Connected Students and Staff | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Staff Morale                 | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Public Perception            | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Prev

Next

YME Report Card May 2012

3. What is going well?

1. List things the YME School District is doing well. (Details and examples are helpful.)

Prev

Next

YME Report Card May 2012

4. What should be changed?

1. In what ways can the YME School District improve? (Details and examples are helpful.)

Prev

Done

2012-2013 BRE Principal Evaluation

1. Directions

Dear YME Staff Member,

This survey seeks your input regarding the work performance of Melissa Hesch, Bert Raney Elementary Principal. Your answers will be compiled with responses from other YME Staff Members and will therefore be anonymous. Please complete this short survey by 4:00 PM on Wednesday, April 10. Thank you.

Next >>

2012-2013 BRE Principal Evaluation

2. Participant Information

1. What is your relationship to Melissa Hesch?

- Office, Food Service or Custodial
- Paraprofessional
- Teacher or Licensed Staff

<< Prev

Next >>

Exit this survey >>

## 2012-2013 BRE Principal Evaluation

### 3. Factors

2. Please rate Melissa Hesch on the following topics:

|   | Needs Improvement     | Meets Expectations    | Exceeds Expectations  | N/A                   |
|---|-----------------------|-----------------------|-----------------------|-----------------------|
| Approachable                                    | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Communication skills                            | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Flexibility                                     | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Instructional leadership                        | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Manages requests in timely fashion              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Organizational ability                          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Problem analysis                                | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Quality of work                                 | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Responsive to requests for support and guidance | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Sensitivity                                     | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

<< Prev

Next >>

Exit this survey >>

## 2012-2013 BRE Principal Evaluation

### 4. Strengths

3. What are the key strengths of Melissa Hesch? Please provide examples.

<< Prev

Next >>

[Exit this survey >>](#)

## 2012-2013 BRE Principal Evaluation

### 4. Strengths

3. What are the key strengths of Melissa Hesch? Please provide examples.

[<< Prev](#)

[Next >>](#)

[Exit this survey >>](#)

## 2012-2013 BRE Principal Evaluation

### 5. Development

4. What areas are in need of development for Melissa Hesch? Please provide examples.

[<< Prev](#)

[Done >>](#)

March 2015

## School Climate Survey

In order to get an accurate perspective of the culture of YME, you are requested to provide your opinion or view of YME and its operation(s). This survey will only be accurate if you are completely honest with your answers. All responses are anonymous. There are no consequences for your honesty. Thank you in advance for your time.

### If you had two (2) things you could fix at YME, what would they be?

1. 1.

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2. 2.

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### What are two (2) things that you believe are done well at YME?

3. 1.

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4. 2.

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## **YME Administrator Feedback**

1. To which building are you assigned?
2. My administrator treats me like a professional.
3. My administrator has realistic expectations for me.
4. I believe my administrator feels I am an effective teacher.
5. My administrator demonstrates a solid understanding of effective teaching practices.
6. My administrator helps me get the resources I need to do my job well.
7. I feel comfortable going to my administrator with my concerns.
8. My administrator regularly seeks my input when making decisions that impact the work I do.
9. My administrator supports my decisions about student behavior.
10. My administrator cultivates a positive relationship among faculty members at the school.
11. I feel empowered to make decisions about my teaching.
12. I feel we have a positive school culture.
13. In general, I believe our school is meeting the needs of our students.
14. I feel my administrator is strong in these areas:
15. I would like to see my administrator grow in these ways:
16. I believe our school is working well in these areas:
17. I would like to see our school change in these ways:
18. If you have any other comments or suggestions that don't necessarily fit into any of the above categories, please list them here:



# Yellow Medicine East, ISD 2190

## ISD 2190 – BOARD OF DIRECTORS' AGENDA ANALYSIS

**AGENDA ITEM:** 8.2  
**MEETING DATE:** April 23, 2018  
**SUBJECT:** Determine Full Time Equivalent for Position of Superintendent

**BOARD ACTION**  
Required X  
Information  
Scheduled Report

### **BACKGROUND/RATIONALE**

There are a couple of considerations for the members. Does the district require a full time superintendent or a part time position? A request for information revealed the administrative assignments of seven (7) schools.

### **PRESENTER (S)**

**COMMITTEE**  
Board of Education

### **SUPERINTENDENT RECOMMENDATION**

The current superintendent is unable to accomplish the task on a .60 FTE schedule. The decision of the board should take this under consideration in their deliberation.

|                                       | Benson  | Canby       | Dawson/Boyd   | LqPV     | MACCRAY  | Minneota | Montevideo | Redwood | Tracy | Wabasso | YME     |
|---------------------------------------|---------|-------------|---------------|----------|----------|----------|------------|---------|-------|---------|---------|
| <b>K-12 Enrollment</b>                | 815     | 545         | 553           | 763      |          |          |            | 1,115   |       | 395     | 707     |
| <b>Superintendent</b>                 | 1.0 FTE | 1.0 FTE     | 1.0 FTE       | 1.0 FTE  | 1.0 FTE  |          |            | 1.0 FTE |       | 1.0 FTE | 0.6 FTE |
| <b>Asst. Superintendent</b>           | NA      | NA          | NA            | NA       | NA       |          |            | NA      |       | NA      | NA      |
| <b>Elementary Principal</b>           | 1.0 FTE | 1.0 FTE     | 1.0 FTE       | 1.0 FTE  | 1.0 FTE  |          |            | 1.0 FTE |       | NA      | 1.0 FTE |
| <b>Middle School Principal</b>        | NA      | NA          | NA            | NA       | NA       |          |            | 1.0 FTE |       | NA      | NA      |
| <b>High School Principal</b>          | 1.0 FTE | 1.0 FTE     | 1.0 FTE       | 1.0 FTE  | 1.0 FTE  |          |            | 1.0 FTE |       | 1.0 FTE | 1.0 FTE |
| <b>Assistant Principal</b>            | NA      | NA          | NA            | NA       | NA       |          |            | NA      |       | NA      | NA      |
| <b>Dean of Students</b>               | NA      | NA          | NA            | NA       | NA       |          |            | NA      |       | NA      | NA      |
| <b>Staff Devl./ Curriculum Coord.</b> | NA      | BA          | NA            | 0.33 FTE | NA       |          |            | 1.0 FTE |       | NA      | NA      |
| <b>Activities Director</b>            | 1.0 FTE | 0.5 FTE     | Extra Curric. | 0.5 FTE  | 0.62 FTE |          |            | 0.5 FTE |       | 0.6 FTE | 0.5 FTE |
| <b>Community Ed. Director</b>         | 1.0 FTE | Elem. Prin. | 0.5 FTE       | 1.0 FTE  |          |          |            | 0.5 FTE |       | 1.0 FTE | 0.5 FTE |



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# Yellow Medicine East, ISD 2190

## ISD 2190 – BOARD OF DIRECTORS' AGENDA ANALYSIS

**AGENDA ITEM:** 8.3  
**MEETING DATE:** April 23, 2018  
**SUBJECT:** Selection Process for Superintendent Search

### BOARD ACTION

|                  |   |
|------------------|---|
| Required         | X |
| Information      |   |
| Scheduled Report |   |

### BACKGROUND/RATIONALE

Members received the information concerning three (3) select executive search firms. This list of potential executive search firms are not comprehensive but are firms that generally serve schools of YME size and localities.

The fourth (4<sup>th</sup>) option is to determine that the executive search is to be organized and implemented by YME staff for a “self” service model.

### PRESENTER (S)

### COMMITTEE

Board of Education

### SUPERINTENDENT RECOMMENDATION

It is recommended the board strongly consider the use of MSBA for its executive search.



Rick Clark &lt;rclark@isd2190.org&gt;

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## Superintendent Search

3 messages

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**Rick Clark** <rclark@isd2190.org>

Wed, Jan 3, 2018 at 1:07 PM

To: Sandy Gundlach &lt;sgundlach@mnmsba.org&gt;

Sandy,

Happy New Year to you and all of yours too!

Yellow Medicine East will be searching for and employing a new superintendent with duties to begin on July 1, 2019. We are looking at this year to begin the process so the process can be completed professionally and timely.

I would like you to provide me with information on the MSBA search protocols. Thank you in advance.

Dr. Rick Clark  
 Superintendent of Schools  
 ISD #2190  
 Phone - 320-564-4081  
 Fax - 320-564-4781  
 email - rclark@isd2190.org  
 cell-320-522-2553

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**Sandy Gundlach** <sgundlach@mnmsba.org>

Wed, Jan 3, 2018 at 1:57 PM

To: Rick Clark &lt;rclark@isd2190.org&gt;

Happy New Year, Rick! I hope that you and your family had a wonderful Christmas!

Below is information about MSBA's superintendent search-related options/protocols for the board's consideration.

- In-district Superintendent Search Workshop and planning session includes: Cost: \$1,350
  - In-district Hiring the Right superintendent workshop.
  - Facilitated board development of search timeline, hiring criteria, 1-page brochure, and first round interview questions.
  - Cost: \$1,350
  
- Superintendent Search Assistance includes:
  - First meeting in district to provide overview training of the process, develop the hiring criteria, create the timeline, start work on the vacancy brochure, develop the application process, and develop the selection process.
  - MSBA would develop a draft of materials needed to start the process (brochure, hiring criteria, etc.) and send to the district to update, revise, and approve.
  - MSBA will post the position and collect applications.
  - MSBA team will review all applications.

- Second in-district meeting, MSBA will present the list of candidates, conduct additional training relative to interviews and review the process one more time before turning it over to the school district.
- Cost: \$3,850
  
- Superintendent Search includes: - Cost: \$6,800
  - Superintendent Search would include all of the above services.
  - Includes an online survey and staff/community listening sessions.
  - MSBA would perform additional marketing and mailing.
  - MSBA consultant would be present for all interviews.
  - MSBA consultant would develop interview schedules and contact the candidates.

Please let me know if you have questions.

Sandy

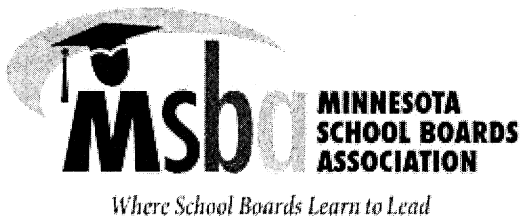
Sandy Gundlach

Director of School Board Services

Minnesota School Boards Association

1-800-324-4459, ext. 128

sgundlach@mnmsba.org



Website



Facebook



Twitter

*The contents of this e-mail and any attachments are provided for informational use only and are not to be construed as legal advice. If you need legal advice, please consult your attorney.*

**From:** Rick Clark [mailto:rclark@isd2190.org]  
**Sent:** Wednesday, January 3, 2018 1:07 PM  
**To:** Sandy Gundlach <sgundlach@mnmsba.org>  
**Subject:** Superintendent Search

[Quoted text hidden]

## NOTICE OF CONFIDENTIALITY

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**Rick Clark** <rclark@isd2190.org>  
To: Sandy Gundlach <sgundlach@mnmsba.org>

Wed, Jan 3, 2018 at 2:18 PM

THANK YOU

Dr. Rick Clark  
Superintendent of Schools  
ISD #2190  
Phone - 320-564-4081  
Fax - 320-564-4781  
email - rclark@isd2190.org  
cell-320-522-2553

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# BKB

## Executive Search Consultants

Dr. Rick Clark  
Superintendent of Schools  
Yellow Medicine East Schools  
Granite Falls, MN

Dear Dr. Clark:

Thank you for the opportunity to present a proposal for the School Board to consider when selecting a search firm.

BKB is a regional firm that conducts searches with a national recruiting outreach. BKB has assisted Boards and communities for 22 years to build a leadership profile that guides BKB in searching for candidates that are best suited for the needs of its client.

The advantages of retaining BKB are: experienced search firm, recruitment of more experienced candidates, building community support, assisting the Board with consensus, managing the challenges of the search, and assisting with negotiation of a contract.

The attached materials will outline information about BKB, the services that it provides, and the fee structure. It will be pleased to discuss its services further at an interview if the Board desires.

Sincerely,

Brian Boettcher, Managing Partner

**421 Diamond Creek Road  
Mankato, Minnesota 56001  
Office: (507) 345.7461**

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**Focusing on Executive Development and Placement**

# **BKB ASSOCIATES**

**Executive Search Consultants**

**A PROPOSAL TO ASSIST  
Yellow Medicine East ISD 2190**

**Search for Superintendent**

**January, 2018**

## **BKB ASSOCIATES**

### **EXECUTIVE SEARCH CONSULTANTS**

BKB Associates Executive Search Consultants provides professional services to school boards in the recruitment and selection of a new school superintendent or other education executive. The consultants will provide the necessary guidance and work closely with the board in the identification of the traits and qualifications desired in a new superintendent or education executive and guide the recruitment and selection process.

A full range of services is available to boards including the identification of expected experience and background, aggressive recruitment of quality applicants, creation of a file of qualified candidates, preliminary screening of applicants, and coordination of the interview and final selection process. The consultants make every effort to assure that equal opportunity and affirmative action guidelines are fully applied.

Employing boards are actively involved with the consultants in each step of the search and selection process. Each board may personally tailor its individual needs and expectations in determining the best “match” possible in a new superintendent or education executive.

## The Consultants

### **Brian E. Boettcher, EdD**

#### **Mankato**

Professor Emeritus of  
Educational Leadership

- Assistant superintendent  
& interim  
superintendent
- High school principal
- Doctorate in Educational  
Administration –  
University of Minnesota

### **Jerry Robicheau, PhD**

#### **Faribault**

Professor of Educational  
Leadership

- Superintendent of  
Schools
- Doctorate in Educational  
Policy and  
Administration –  
University of Minnesota

## **BKB ASSOCIATES**

### **EXECUTIVE SEARCH CONSULTANTS**

#### **AVAILABLE SERVICES**

**BKB Associates Executive Search Consultants will provide those services which the hiring governing board wishes to have performed. Services frequently include the following:**

- Develop in collaboration with the governing board, those criteria and qualifications which the board expects the new executive to possess. Work with citizen and staff advisory committees at the discretion of the board.
- Prepare brochures, position profile, vacancy announcements, advertisements, application forms, candidate prospect list and other materials necessary to conduct a wide and thorough search for potential candidates which insures adequate candidates.
- Devote substantial efforts to recruiting to assure selection from a number of suitably qualified candidates.
- Receive applications and provide preliminary background checks to assure that only qualified candidates will be considered by the board.
- Conduct preliminary screening interviews with those candidates who appear to meet the board's requirements.
- Select a group of candidates for presentation to the board for their preliminary consideration.
- Discuss the qualifications of preliminary screened applicants with the board in order to determine which candidates the board wishes to interview.
- Identify and develop with the board those elements, questions, persons, or groups which they wish to include in the interview process.
- Contact those candidates who have been designated semi-finalists by the board to arrange interviews with them.

- Be present during the interviews of semi-finalist candidates in order to accommodate and facilitate the process. If desired by the board, video-tape the interviews for later study and review.
- Notify candidates of their status including those being offered the opportunity for a final interview with the board. Acquire assurance from each finalist that they would accept a position with the hiring organization if offered.
- If the board wishes, assist the board in reaching consensus in the selection of the candidate to whom the position will be offered.
- Assist with contract development and at the direction of the board.

**NOTE:** The entire search and selection process is performed at the discretion and in collaboration with the board and committee. It is the board's process. The consultants serve only at the direction of the board and will provide any services provided above, delete services identified, or provide additional services as requested.

## **BKB ASSOCIATES**

### **Superintendent Recruitment and Selection Summary**

**PHASE I – Complete Leadership Profile and Initial Advertising - Development of the Leadership Profile is essential to guiding the superintendent search process.**

The Profile accomplishes the following:

- Involves stakeholders in the process
- Guides recruiting and screening of candidates
- Guides the interview and selection process

Development of the Leadership Profile consists of the following:

- Interview School Board.
- Conduct a focus group with school staff in approximately one hour session.

**PHASE II– Recruitment and Selection - One of the most valuable services provided by BKB Associates is recruiting viable candidates for consideration by the School Board. BKB Associates will use its resources to secure a list of candidates that meet the requirements outlined in the Leadership Profile by**

- Preparing a professional recruitment brochure for distribution if the Board desires
- Organize application data.
- Advertise the position with professional organizations, college and university placement agencies, and professional periodicals.
- Screen applicants by contacting references and measuring against requirements of the Leadership Profile:
  - a) Maintain confidential applicant files
  - b) Communicate with applicants regarding status of application
  - c) Select candidates for recommendation to the School Board.
- Present candidates to the School Board for their review and final approval. The School Board makes the final determination as to who is selected to be interviewed.

**PHASE III– Interview / Selection - BKB Associates will assist in the organization and coordination of the final interview and selection process by...**

- Training interview teams. BKB will conduct a training session with the selected interviewing members to cover interview protocol, legal issues, and assist in development of interview questions.
- Developing an interview schedule for candidates and interviewing members. The number of interviewing members and groups will be determined by the School Board.
- Assist School Board in final selection decision and assist in developing contract terms with selected superintendent.

## BKB ASSOCIATES

### EXECUTIVE SEARCH CONSULTANTS

*Representative Searches Conducted – Listed From Most Recent to Oldest*

|  |  |
|--|--|
| <b>Independent School District 2144</b>                | Chisago Lakes, Minnesota                       |
| <b>Independent School District 861</b>                 | Winona, Minnesota                              |
| <b>Independent School District 309</b>                 | Park Rapids, Minnesota 11                      |
| <b>Independent School District 2180</b>                | Clara City, Minnesota                          |
| <b>Independent School District 155</b>                 | Wadena, Minnesota 11                           |
| <b>Special School District No. 06</b>                  | South St. Paul, Minnesota                      |
| <b>East Metro Integration District</b>                 | Maplewood, Minnesota                           |
| <b>Independent School District 241</b>                 | Albert Lea, Minnesota                          |
| <b>Independent School District 912</b>                 | Milaca, Minnesota                              |
| <b>Independent School District 753</b>                 | Long Prairie, Minnesota                        |
| <b>Intermediate School District 917</b>                | Rosemount, Minnesota                           |
| <b>Independent School District 911</b>                 | Cambridge, Minnesota                           |
| <b>Independent School District 656</b>                 | Faribault, Minnesota                           |
| <b>Independent School District 709</b>                 | Duluth, Minnesota                              |
| <b>Independent School District 413</b>                 | Marshall, Minnesota                            |
| <b>Independent School District 761</b>                 | Owatonna, Minnesota                            |
| <b>Independent School District 31</b>                  | Bemidji, Minnesota                             |
| <b>Independent School District 887</b>                 | Buffalo, Minnesota                             |
| <b>Independent School District 51</b>                  | Foley, Minnesota                               |
| <b>Independent School District 361</b>                 | International Falls, Minnesota                 |
| <b>Independent School District 477</b>                 | Princeton, Minnesota – 11                      |
| <b>Independent School District 454</b>                 | Fairmont, Minnesota - 11                       |
| <b>Independent School District 282</b>                 | St. Anthony-New Brighton, Minnesota            |
| <b>Independent School District 564</b>                 | Thief River Falls, Minnesota - 11              |
| <b>Independent School District 12<br/>(Centennial)</b> | Circle Pines, Minnesota                        |
| <b>Independent School District 88</b>                  | New Ulm, Minnesota – 11                        |
| <b>Independent School District 882</b>                 | Monticello, Minnesota                          |
| <b>Independent School District 309</b>                 | Park Rapids, Minnesota                         |
| <b>Independent School District 829</b>                 | Waseca, Minnesota                              |
| <b>Independent School District 877</b>                 | Buffalo-Montrose-Hanover, Minnesota I          |
| <b>Independent School District 197</b>                 | West St. Paul-Mendota Heights-Eagan, Minnesota |
| <b>School District of New Richmond</b>                 | New Richmond, Wisconsin                        |
|  |  |

*\* Indicates number of times searches conducted for the district.*

## **BKB ASSOCIATES FEE AND REIMBURSEMENT SCHEDULE**

### **Basic Fee:**

A basic fee is negotiated with the board and then billed for all services rendered. The activities necessary to perform all phases of the search are listed below:

- Interviewing board members, conducting meetings with staff, collecting information on the schools and the community.
- Writing the copy, publishing and distributing a brochure announcing the position vacancy. Performing other advertising activities. Does not include printing or mailing costs.
- Recruiting candidates.
- Screening, evaluating and performing preliminary interviews of candidates.
- Assisting with board interviews.
- Reporting of search results, preparing the board for interviews and performing Follow-up activities.

The fee is negotiable depending on the level of services provided. The fee for the search as described in the proposal is \$7,500.00 in addition to expenses.

### **Reimbursement:**

The consultants are reimbursed for normal expenses based upon the actual costs to provide such services. These are estimated to be \$1000.-\$1500.

Printing

Advertising

Meals/Lodging

Mailing/Postage

Auto Mileage .55/mile

The board may wish to have some of the actual expenses billed directly to the school district.



## **SUPERINTENDENT SEARCH SERVICES**

### **RFI RESPONSE FOR ISD 2190**

#### **Our Firm and Experience:**

PEER Solutions has been a partnership of Greg Vandal and Charlie Kyte for the past five years. Both Greg and Charlie are active consultants to school districts and the businesses that interact with schools. We have several Associates working with us on a variety of projects.

Greg and Charlie have been teachers, principals and superintendents themselves and have a long record of helping superintendents be successful. Charlie culminated his career as the Executive Director of the MN Association of School Administrators (MASA) and served as an important spokesperson for public education both in Minnesota and nationally. Greg is a former Minnesota Superintendent of the Year and is now a noted strategic planner with strong involvement in the communities in which he works. In related volunteer work, Charlie is immediate past chair of a local hospital board and Greg is the immediate past chair of the Lutheran Social Service of Minnesota Board of Directors.

Searches that Greg and Charlie have led in the last five years include Melrose, Sauk Centre, West Central, Holdingford, Foley, East Grand Forks, Browerville, Cambridge, Hibbing, Hayfield, Dodge Center, East Central (Sandstone), Zumbrota-Mazeppa, Staples and Brownton. They have assisted other firms on searches including St. Cloud and Sartell. A set of references is attached. Additional references can be provided upon request.

A search in your region would most likely be led by Greg with significant support from Charlie and the entire PEER Solutions team. Greg has a strong connection with Central and Southern Minnesota; He has lived and worked in this region for 40 years.

### **The Search Process – a Standard Approach:**

- 1). The search begins with an introductory meeting with the school board to develop a timeline for the search and to familiarize all with the process.
- 2). The position is listed and advertized using web resources across the upper Midwest. Minnesota school leaders in particular are targeted. A posting notice, used as an advertising template, is developed and released. All applications are accepted through the PEER Solutions application site.
- 3). The search associate will spend a day in the district interviewing several groups of stakeholders within the schools and in the community as well as working with board members to gather important search information. A stakeholder survey can be made available to gather additional input. From these discussions and the survey, a Profile of the ideal candidate is developed.
- 4). The search firm works with the Board to develop a salary range that a candidate might be offered.
- 5). All candidate applications are reviewed and promising candidates are vetted by the search team. We will then meet with the Board Search Committee to make a final selection of candidates to be interviewed.
- 6). The search associate will set up a full day interview process and be on-site to manage the interview sessions. Groups of staff, administrators and community members have an opportunity to interview each candidate and will be able to offer candidate feedback to the school board prior to a hiring decision. The school board will conduct the final interviews and have the responsibility of making a final selection.
- 7). The search will conclude with the school board offering a contract to a candidate and a contract will then be negotiated. The search team can help facilitation of the development of a contract if desired.

### **Tentative Search Timeline:**

Mid-December through January: List the position and recruit candidates; stakeholder focus group sessions held.

Early February: Candidate field vetted and narrowed. Interview candidates selected

Late February: Interviews of final candidates

Mid-March: Board approves contract for next superintendent

## **Why PEER Solutions?**

- We will be your partners, manage the full process, and be present at every step.
- We have a deep knowledge of possible candidates and will be able to recruit outstanding prospects.
- We will recruit and will do thorough background checks on candidates.
- We will handle the full application process and we will minimize stress on your own staff.
- We will communicate with you, your staff and the community so they can be knowledgeable about each step in the process.
- We will organize and supervise the full interview process.
- Our process is thorough as well as time and cost efficient.
- We have a strong track record of success.

## **Scope of Search and Price:**

Our fee is competitive in the search marketplace and we take pride in staying on time and on budget. In addition, the firm will be reimbursed for real expenses in a “not to exceed” sum clearly identified in the contract. For services mutually agreed upon to be beyond the proposed search parameters, an additional fee may be negotiated.

## **Conclusion:**

We would be honored to be considered to conduct a superintendent search for your school district. We have an extensive knowledge both of the field of available candidates and also the qualities necessary to be a successful school leader. We are experienced in conducting searches and will work closely with you to engage an effective process and produce a positive result.

## **Contact Information:**

Charlie Kyte, Partner  
PEER Solutions  
455 Rosewood Road  
Northfield, MN 55057  
[charles.kyte@peersolutions-usa.com](mailto:charles.kyte@peersolutions-usa.com)  
651-247-6505

Greg Vandal, Partner  
PEER Solutions  
1404 9<sup>th</sup> Avenue North  
Sauk Rapids, MN 56379  
[greg.vandal@peersolutions-usa.org](mailto:greg.vandal@peersolutions-usa.org)  
320-247-3739

Visit [www.peersolutions-usa.com](http://www.peersolutions-usa.com) for more information about PEER Solutions, the clients we have served, and the resources we can bring to your organization.

## PEER Solutions Search References

"Greg met and exceeded ALL of our expectations for our Superintendent search. He took the time to talk with us to find what we really needed... Always honest, always able to provide valuable insights because he took the time to get to know the candidates, and the perfect consultant to lead us through a very uncertain (and sometimes overwhelming) process. I have recommended Greg several times already and have the highest regard for him."

~**Gerianne Friday**, Board Chair for Holdingford Public School  
Cell: 320-333-5577

"Greg is an exceptional person and leader, helping in finding and attracting exceptional leaders for key school positions. He has helped Foley Public Schools in the past, bringing high amount of energy in meetings and bringing top talent for the board to consider. He was instrumental helping community, staff and board to come to a unanimous decision. I was very impressed with the candidates that Greg was able to bring to the table and he was instrumental in helping Foley finding a great leader for years to come."

~**Dave Walz**, Board Chair for the Foley Public Schools  
Cell: 320-493-5648

"Charlie Kyte... is able to attract candidates because of his personal contacts throughout the state of Minnesota and nationwide. Charlie was able to lead the school board, community stakeholders, and school staff to produce a superintendent profile. This allowed all stakeholders to have input and buy in to the search process... Not only will Charlie deliver, but you will add him as a professional resource to support your school district for years to come."

~**Andrew M. Almos**, Superintendent for East Central Public Schools  
Office: 320-245-2289

"I cannot imagine going through the hiring process without the guidance and leadership that Charlie gave us. His positive and professional approach with our board made the process of hiring the best candidate for our district as easy as possible. Charlie was upfront and honest about the challenges that our district faced and brought realistic expectations to our board throughout the process."

~**Lana Mindrup**, Board member for the Hayfield Public School  
Phone: 507-272-9891

"I had the pleasure of working with Charlie Kyte during the Superintendent Search for Hibbing Public Schools. Charlie was professional, organized and had great communications skills during the process of our search. After a successful hire, Charlie followed up to make sure the transition went smooth."

~**Trina Baumgardner**, Administrative Assistant for the Hibbing Public School  
Office: 218-208-0848

"Our school district is very pleased with the work Charlie Kyte did for us. The process we went through using Charlie's services worked very well (and) we are very pleased two and a half years later with the Superintendent we hired. Charlie is thorough and professional, and I would recommend him."

~**Tim Hitchings**, Board Chair for the Cambridge School District  
Phone: 612-251-4443

"Charlie Kyte provided a very thorough and thoughtful search service to our district. He conducted a very detailed and transparent assessment of our community needs. He was very sensitive to the needs of our rural constituents. In addition he provided an objective perspective for our Board during the interview process."

~**Jeff Larson**, Board Chair for the Milaca Public School  
Phone: 612-251-8206

## EXHIBIT 1

### Superintendent Search Services PEER Solutions Work Scope

| Steps | Activity   | Timeline  | Person   |
|-------|--|---|--|
| 1     | SITE VISIT – Attend a planning meeting with the Board/committee and develop a working relationship with key support staff (ie: Admin Ass't). Establish a search calendar of events and develop a relationship with local media if appropriate.   | Week one  | Lead search consultant   |
| 2     | Post position, assist with establishing a district website presence regarding the search, identify Team leaders and participants, set up interview process and initiate process to develop interview questions. Develop a salary range with board leadership. Recruit candidates for position. Note – applications are accepted through the PEER Solutions AppliTrack account. | Week two for posting. (five week period)<br><br>Weeks two through seven for other activities. | Lead search consultant<br>w/recruitment assistance from other associates |
| 3     | SITE VISIT – Meet with stakeholder groups to identify candidate attributes and district needs over next two years. Implement a survey as desired.  | By end of week seven (close of posting)   | Lead search consultant   |
| 4     | Develop a candidate profile of attributes, secure and review all candidate applications, perform due diligence on a selected group of applicants and establish the financial viability of candidates.  | Week eight  | Lead search consultant/PS team   |
| 5     | SITE VISIT – Work with Board committee to select candidates to interview and work with interview team leaders to prepare for the interview process.  | Week nine   | Lead search consultant   |
| 6     | SITE VISIT – Orchestrate the interview process including team preparation, oversee the one-day interview process, and manage the final selection decision. Make contact with all interviewed candidates immediately!   | Week ten or eleven  | Lead search consultant   |
| 7     | Conduct the search close out process including notifying applicants and performing 'overwatch' on contract negotiations.   | Week eleven or twelve   | Lead search consultant   |

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT #2190  
YELLOW MEDICINE EAST**

**and**

**EDUCATION MINNESOTA  
YELLOW MEDICINE EAST**

**Effective: July 1, 2015-2017 through June 30,  
2017-2019**

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1 **ARTICLE I. PURPOSE**

2 This Agreement is entered into between Independent School District No. 2190, Yellow Medicine East,  
3 hereinafter referred to as the School District, and Education Minnesota/Yellow Medicine East, hereinafter  
4 referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment  
5 Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and  
6 conditions of employment for teachers during the duration of this Agreement  
7

8 **ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

9 **Section 1. Recognition:** In accordance with the PELRA, the School District recognizes Education  
10 Minnesota/Yellow Medicine East as the Exclusive Representative of teachers employed by the School  
11 District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA  
12 and as described in this Agreement.

13 **Section 2. Appropriate Unit:** The Exclusive Representative shall represent all the teachers of the School  
14 District as that term is defined in the PELRA.  
15

16 **ARTICLE III. DEFINITIONS**

17 **Section 1. Terms and Conditions of Employment:** The term, “terms and conditions of employment,”  
18 shall mean the hours of employment, the compensation therefore, including fringe benefits except  
19 retirement contributions or benefits other than School District payment of, or contributions to, premiums  
20 for group insurance coverage of retired teachers or severance pay, and the School District’s personnel  
21 policies affecting the working conditions of the teachers. The term does not include educational policies  
22 of the School District, the term is subject to the provisions of the PELRA.

23 **Section 2. Teacher:** The word, “teacher,” shall mean all persons employed by the School District in a  
24 position for which the person must be licensed by the State Board of Teaching or the Commissioner of the  
25 Department of Education or in a position of an occupational therapist or physical therapist, pursuant to the  
26 PELRA, but shall not include Superintendent, assistant superintendent, principals and assistant principals  
27 who devote more than 50% of their time to administrative or supervisory duties, confidential employees,  
28 supervisory employees, essential employees, and such other employees excluded by law.

29 **Section 3. School District:** For purposes of administering this Agreement, the term, “School District,”  
30 shall mean the School Board or its designated representative(s).

31 **Section 4. Meet and Negotiate:** The term “meet and negotiate,” means the performance of the mutual  
32 obligations of the School District and the Exclusive Representative to meet at reasonable times, including,  
33 when possible, meeting in advance of the budget-making process, with the good faith intent of entering  
34 into an Agreement with respect to terms and conditions of employment; provided that, by such obligation,  
35 neither party is compelled to agree to a proposal or, required to make a concession.

36 **Section 5. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by  
37 the PELRA.  
38

39 **ARTICLE IV. SCHOOL DISTRICT RIGHTS**

40 **Section 1. Inherent Managerial Rights:** The Exclusive Representative recognizes that the School District  
41 is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not  
42 limited to, such areas of discretion or policy as the functions and programs of the School District, its

43 overall budget, utilization of technology, the organizational structure, and selection, direction, and number  
44 of personnel.

45 Section 2. Obligations: The Exclusive Representative recognizes the right and obligation of the School  
46 Board to efficiently manage and conduct the operation of the School District within its legal limitations  
47 and with its primary obligation to provide educational opportunities for the students of the School  
48 District.

49 Section 3. Services: The Exclusive Representative recognizes that all teachers covered by this  
50 Agreement shall perform all teaching and non-teaching services prescribed by the School Board and shall  
51 be governed by School Board rules, regulations, directives, and orders issued by properly designated  
52 officials of the School District insofar as such rules, regulations, directives, and orders are not inconsistent  
53 with the terms of this Agreement.

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

## 59 **ARTICLE V. TEACHER RIGHTS**

60 Section 1. Right to Views: Pursuant to the PELRA, nothing contained in this Agreement shall be  
61 construed to limit, impair, or affect the right of any teacher or the teacher's representative to the  
62 expression or communication of a view, grievance, complaint, or opinion on any matter related to the  
63 conditions or compensation of public employment or their betterment, so long as the same is not designed  
64 to and does not interfere with the full, faithful, and proper performance of the duties of employment or  
65 circumvent the rights of the Exclusive Representative,

66 Section 2. Right to Join: Each teacher shall have the right to form and join labor or employee  
67 organizations and shall have the right not to form and join such organizations. Teachers shall have the  
68 right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance  
69 procedures and the terms and conditions of employment for such teachers.

70 Section 3. Request for Dues Check off:

71 Subd. 1. Teachers shall be allowed dues check off for the Exclusive Representative. Upon receipt of a  
72 properly executed dues deduction authorization form of the teacher involved, the School District will  
73 deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Exclusive  
74 Representative during the period provided in said authorization.

75 Subd. 2. The teacher must notify the School District Business Office of his/her desire for dues check off  
76 in writing on or before the nearest school day to the 10th of September. Such authorization shall continue  
77 in effect from year to year unless revoked in writing by the teacher

78 Subd. 3. The School District shall deduct the dues in 10 equal, monthly installments beginning with the  
79 September payroll.

80 Section 4. Fair Share Fee: In accordance with the PELRA, any teacher included in the appropriate unit  
81 who is not a member of the Exclusive Representative may be required to contribute a fair share fee for  
82 services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount  
83 equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed  
84 through the dues and available only to members of the Exclusive Representative, but in no event shall the  
85 fee exceed 85% of the regular membership dues.

86 The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment  
87 and the name of the teacher to be assessed to the School District and written notice of the amount to each  
88 teacher to be assessed the fair share fee.

89 A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the  
90 Commissioner of the Bureau of Mediation Services, the School District and the Exclusive Representative  
91 within 30 days after receipt of the written notice. All challenges shall specify those portions of the  
92 assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair  
93 share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the  
94 earnings of the teacher and transmit the fee to the Exclusive Representative within 30 days after the  
95 written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall  
96 be held in escrow by the School District pending a decision by the Commissioner or the Court. Any fair  
97 share challenge shall not be subject to the grievance procedure.

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

103 Section 5. Financial Information: The School District shall provide, upon written request of the  
104 Exclusive Representative, all information pertaining to the School District's budget-- both present and  
105 proposed-- revenues, and other financial information.

106 Section 6. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated in the  
107 School District relating to each individual teacher shall be available during regular School District  
108 business hours to each individual teacher upon his/her written request. Prior to the entering of either  
109 evaluative or disciplinary material into the teacher's file or files, the teacher shall be given a copy of such  
110 material and shall sign a statement indicating that he or she has reviewed a copy of the material. The  
111 teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to  
112 submit for inclusion in the file written information in response to any material contained in it. However,  
113 the School District may destroy such files as provided by law.

114 Section 7. Access to Membership Lists: By October 15 of each school year, the district shall  
115 provide a list of names of persons in the classification of Teacher. The list shall include name, full-  
116 time equivalency (FTE) status, license qualifications, professional license and standards board file  
117 number, expiration of license date and current assignment(s).

118 Section 78. Meet and Confer: Teachers shall have the right to meet and confer with the School District  
119 regarding policies and matters other than terms and conditions of employment. Upon written request of  
120 the Exclusive Representative, the School District agrees to meet and confer meetings at the mutual  
121 convenience of the parties.

## 123 ARTICLE VI. LEAVES OF ABSENCE

### 124 Section 1. Disability Leave:

125 Subd. 1. All full-time teachers shall earn disability leave at the rate of 15 days for their first year of  
126 employment in the School District as a teacher, which shall be earned as follows: 2 days of disability  
127 leave on the first day of employment, 2 days of disability leave on the first of October, 2 days of disability  
128 leave on the first of November, and 1.5 days of disability leave on the first of each month for December

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129 through May for a total of 15 disability leave days. Teachers will then earn 10 days in each succeeding  
130 year of teaching service in the School District. Part-time teachers will accrue and be charged disability  
131 leave on a pro-rated basis. After the first year, annual disability leave shall accrue monthly as it is earned  
132 on a proportionate basis to the teacher's work year.

133 Subd. 2. Unused disability leave may accumulate to a maximum credit of 100 days of disability leave per  
134 teacher.

135 Subd. 3. Disability leave with pay will be allowed by the School Board whenever a teacher's absence is  
136 due to illness which prevented his/her attendance at school and performance of duties on that day or days  
137 during the regular school year, provided that the teacher has unused sick leave at the time of such  
138 absence. Sick leave may also be used according to Minnesota Statute 181.9413.

139 Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified  
140 physician as evidence of illness indicating such absence was due to illness in order to qualify for disability  
141 leave pay.

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

143 Subd. 6. Disability leave allowed shall be deducted from the accrued disability leave days earned by the  
144 teacher. Attendance at routine doctor or dentist appointments and/or examinations will not qualify for  
145 disability leave, and these routine appointments should be scheduled so as not to conflict with the school  
146 day. In the event of unusual circumstances, a request in writing may be made to the Superintendent for  
147 special consideration.

148 Subd. 7. Disability leave pay shall be approved only upon submission of a signed request upon the record  
149 of teacher absence form available in each school office.

150 Subd. 8. Any final determination as to the eligibility of a teacher for disability leave is reserved to the  
151 School Board.

152 Section 2. Personal Leave:

153 ~~Subd. 1. A full-time teacher may be granted a paid leave of absence of no more than 1 day per year,~~  
154 ~~accumulative to 2, for School District employment as a teacher for 1-9 years and 2 days per year,~~  
155 ~~accumulative to 3, for School District employment as a teacher for 10+ years. Personal leave days shall~~  
156 ~~only be used for situations that arise requiring the teacher's personal attention which cannot be attended to~~  
157 ~~when school is not in session and which are not covered under other provisions of this Agreement.~~

158 Subd 1. All persons affected by this contract are eligible for two (2) personal days annually, and  
159 may accumulate up to four (4) personal days of leave. All person affect by this contract will use  
160 personal leave for the sole purpose of personal business that cannot be completed outside of the  
161 "normal" workday.

162 Subd. 2. A teacher planning on using a personal leave day must notify his/her supervising principal in  
163 writing on the form provided at least 2 days in advance. In the event that a teacher has not complied with  
164 the 2 day advanced notice and an emergency arises forcing a teacher to miss a day, the teacher may appeal  
165 for emergency consideration to his/her supervising principal who will make a decision whether or not to  
166 grant the personal leave.

167 ~~Subd. 3. Teachers shall not lose regular pay or accumulated disability leave time when using personal~~  
168 ~~leave days. The teacher must give the reason for any personal leave requested. Restrictions on personal~~  
169 ~~leave use may be imposed on school days immediately before or after a holiday or vacation period.~~  
170 ~~Personal leave will not be granted to more than 3 elementary teachers and to more than 3 secondary~~

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171 teachers on the same day. The teacher may appeal to the Superintendent for special consideration to use a  
172 personal day on a day for which the request would normally be denied.

173 **Subd. 3. Teachers shall not lose regular pay or accumulated disability leave time when using**  
174 **personal leave days. The teacher must give the reason for any personal leave requested. No person**  
175 **affected by this contract will use personal leave in conjunction with holiday breaks or within the**  
176 **last 15 days of the school year. Personal leave will not be granted to more than three (3) elementary**  
177 **teachers and to more than three (3) secondary teachers on the same day. The teacher may appeal**  
178 **to the Superintendent or Director for special consideration to use a personal day on a day which the**  
179 **request would normally be denied.**

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180 ~~Subd. 4. Written requests for personal leave without pay must be made to the teacher's supervising~~  
181 ~~principal at least 2 days in advance. Personal leave without pay shall not exceed 4 days per school year.~~  
182 ~~Additional days may be requested through a written request to the Superintendent. Denial of requests for~~  
183 ~~unpaid personal leave shall not be grievable beyond the School Board level.~~

184 **Subd. 4. Written request for personal leave without pay shall be made to the Superintendent or**  
185 **Director at least five (5) days in advance. Personal leave without pay shall not exceed four (4) days**  
186 **in any combination of three (3) years and unpaid leave may not be applied for in any concurrent**  
187 **years. The decision of the Superintendent or Director is not grievable.**

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188 Subd. 5. At the end of the school year, a teacher will have the option of being paid at the minimum  
189 substitute teacher rate for unused personal leave, which will then be deducted from the accumulated  
190 personal leave of that year. The teacher must notify the business office on the appropriate form by June  
191 10 of his/her desire to be paid for the unused personal leave.

### 192 Section 3. Other Personal Leave:

193 Subd. 1. For absence because of serious illness or death in the immediate family ("serious illness" is  
194 defined as illness requiring the attention of a physician or hospitalization), the teacher shall receive a  
195 maximum of 2 days per year (non-accumulative) without loss of regular pay. If additional time is  
196 required, the teacher will receive a maximum of 2 additional days per year, which will be deducted from  
197 his/her accumulated disability leave. The "immediate family" shall be understood to include the teacher's  
198 spouse, son-in-law, daughter-in-law, child, brother, sister, parent, guardian, mother-in-law, father-in-law,  
199 grandchildren, and grandparents. In severe hardship cases, additional leave may be allowed subject to the  
200 discretion of the Superintendent.

201 Subd. 2. For absence because of serious illness or death of friends or relatives outside the immediate  
202 family, the teacher shall be permitted to deduct up to a maximum of 2 days per year from accumulated  
203 disability leave without loss of pay.

204 Subd. 3. Teachers may, without deduction from pay or leave, attend local funerals when such absences  
205 involve only an hour or so and when classes can be arranged for within the staff with written approval  
206 from the supervising principal.

### 207 Section 4. Professional/Exclusive Representative Leave:

208 Subd. 1. Upon the prior, written approval of the Superintendent or his/her designee, a teacher may be  
209 granted time off with pay to attend professional meetings which are related to the teacher's teaching  
210 assignment and are designed to improve the teacher's performance. In addition, upon the prior, written  
211 approval of the Superintendent or his/her designee, a teacher may be granted time off without pay to  
212 attend professional meetings which are related to the teacher's teaching assignment but are not designed  
213 to improve the teacher's performance as a teacher.

214 Subd. 2. Elected officers of the Exclusive Representative or representatives appointed by the Exclusive  
215 Representative shall be ~~permitted reasonable time granted a total of up to five (5) days off~~ to conduct  
216 the duties of the Exclusive Representative. No more than five (5) days per year for the association will  
217 be granted. The salary deduction shall be total loss of salary for time lost calculated by dividing the  
218 yearly salary by the number of individual employment contract days. The Exclusive Representative  
219 agrees to notify the teachers immediate supervisor or district administration by email at least three days  
220 prior to the use of any union leave. The district will submit an invoice to the Exclusive Representative for  
221 the cost of such leave.

222 Section 5. Childcare Leave:

223 Subd. 1. A childcare leave shall be granted by the School District subject to the provisions of this section,  
224 to 1 teacher-parent of a natural or adopted child, provided such parent is caring for the child on a full-time  
225 basis.

226 Subd. 2. A teacher making application for childcare leave shall inform the Superintendent in  
227 writing of his/her intention to take the leave at least 3 calendar months before commencement of the  
228 intended leave. In the case of an adoption, the leave application should include all necessary meetings to  
229 fulfill the requirements of the adoption process.

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

235 Subd. 4. The School District may adjust the proposed beginning or ending date of a childcare leave so  
236 that the dates of the leave coincide with some natural break in the school year (i.e., winter vacation,  
237 spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the  
238 like).

239 Subd. 5. In making a determination concerning the commencement and duration of a childcare leave, the  
240 School Board shall not in any event, be required to:

- 241 1. grant any leave of more than 12 months in duration;
- 242 2. permit the teacher to return to his or her employment prior to the date designated in the request for  
243 childcare leave.

244 Subd. 6. A teacher returning from childcare leave shall be reemployed in a position for which he or she is  
245 licensed unless previously discharged or placed on unrequested leave of absence.

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

249 Subd. 8. A teacher who returns from childcare leave within the provisions of this section shall retain all  
250 previous experience credit for pay purposes and any unused leave time accumulated under the provisions  
251 of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue  
252 additional experience credit for pay purposes or leave time during the period of absence for childcare  
253 leave.

254 Subd. 9. A teacher on childcare leave is eligible to participate in group insurance programs if permitted  
255 under the insurance policy provisions but shall pay the entire premium to the School District for such  
256 programs as the teacher wishes to retain, commencing with the beginning of the childcare leave.

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

258 Subd. 11. A teacher who adopts a child shall receive, upon request, a leave of absence with pay of not  
259 more than 10 contract days, which shall be deducted from accumulated disability leave. This leave  
260 includes all necessary meetings to fulfill the requirements of the adoption process and provide parental  
261 care for the child or children for an established period of time. Paid leave days are counted on a per-case  
262 basis (not per-child basis or per-fiscal-year basis). Requested childcare leave begins after adoption leave  
263 paid days have been utilized.

264 Section 6. Family and Medical Leave:

265 Subd. 1. Pursuant to the Family and Medical Leave Act (FMLA), an eligible teacher shall be granted,  
266 upon written request, up to a total of 12 weeks of unpaid leave per year in connection with the following:

- 267     ▪ the birth and first-year care of his/her child;
- 268     ▪ the adoption or foster placement of his/her child;
- 269     ▪ the serious health condition of the teacher's spouse, child, or parent; and
- 270     ▪ the teacher's own serious health condition.

271 Subd. 2. Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for  
272 regular School District group health insurance contributions as provided in this Agreement for the period  
273 of the leave, but not to exceed 12 weeks per year, notwithstanding any other provisions of this  
274 Agreement.

275 Subd. 3. To be eligible for the benefits of this section and insurance contribution, a teacher must have  
276 been employed by the School District for the previous 12 months and must have been employed for at  
277 least 1,250 hours during such 12-month period.

278 Subd. 4. While on FMLA leaves, except for eligible insurance contributions as provided in Subd.  
279 2.above, insurance benefits are unpaid, nothing in this section shall preclude a teacher from utilizing paid  
280 leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave (i.e.,  
281 disability leave or personal leave, pursuant to the provisions of this Agreement governing such leaves).  
282 Moreover, nothing in this Agreement shall be construed to require the School District to combine leaves  
283 for a period of time that exceeds the leave provided by this section or the period of time for leaves  
284 provided in other sections of this Agreement.

285 Subd. 5. The teacher will provide at least 30 days written notice of request for leave when the reason for  
286 the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as  
287 to minimize disruption of the work of the School District.

288 Section 7. Sabbatical Leave:

289 Subd. 1. A sabbatical leave may be granted to full-time teachers for the purpose of professional  
290 improvement subject to the conditions established by the School Board and subject and pursuant to M.S.  
291 122A.49. Sabbatical leave is not a right but a privilege, which may be granted by the School Board.  
292 Sabbatical leave may be granted to teachers who have demonstrated, by their performance and their  
293 application for sabbatical leave, that said experience would enable them to make a contribution to the  
294 improvement of the instructional program of the School District.

295 Subd. 2. To be eligible for sabbatical leave, a teacher must have been continuously employed as a teacher  
296 for at least 6 years.

297 Subd. 3. Sabbatical leave for study shall be limited to teachers entering study in their area of teaching in  
298 the School District and shall not be used for retraining in a new area unless at the request of the School  
299 Board.

300 Subd. 4. The proposed program of study must be approved in writing and in advance by the  
301 Superintendent.

302 Subd. 5. Applications for sabbatical leave must be submitted in writing to the Superintendent no later  
303 than February 15 of the year preceding the school year in which the leave is sought.

304 Subd. 6. The granting of sabbatical leave is purely within the discretion of the School Board, and the  
305 School Board reserves the right to refuse to grant any and all sabbatical leaves if, in the judgment of the  
306 School Board, such leave should not be granted. Not more than 1 teacher in any school year shall be  
307 granted sabbatical leave.

308 Subd. 7. The salary granted to a teacher on sabbatical leave shall be ½ of the teacher’s individual  
309 employment contract salary (not including any extra-curricular pay) for the school term for which the  
310 application for the sabbatical leave is made. Existing School District contributions toward premiums for  
311 fringe benefits shall be maintained.

312 Subd. 8. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School  
313 District for at least 2 consecutive years of teaching service after completion of the sabbatical leave. A  
314 teacher who has received a sabbatical leave and who fails to complete 2 years of teaching service with the  
315 School District shall refund, on a pro-rated basis, the salary received from the School District for  
316 sabbatical leave, and said repayment shall be due and payable forthwith upon the cessation of  
317 employment in the School District.

318 Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity  
319 and expected benefit to the School District, including, but not limited to, the institution where study will  
320 take place, courses and number of credits to be carried, and all other details surrounding the program.

321 Subd. 10. The School Board may grant a sabbatical leave contingent upon the ability of the School  
322 District to secure a satisfactory substitute.

323 Subd. 11. Sabbatical leave shall not exceed 1 school year and shall be awarded not more than once to any  
324 teacher in the School District.

325 Subd. 12. The School Board reserves the right to rescind an approved sabbatical leave in the event of an  
326 emergency as solely determined by the School Board.

327 Subd. 13. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned an equivalent  
328 teaching position unless previously discharged or placed on unrequested leave of absence.

329 Subd. 14. A teacher on sabbatical leave shall retain such amount of disability leave days and other  
330 accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use  
331 upon his/her return. No additional leave shall accrue for the period of time that a teacher is on sabbatical  
332 leave.

333 Subd. 15. A teacher who returns from sabbatical leave shall be continued at the same step on the salary  
334 schedule as if he/she had taught in the School District during such period. He/she shall maintain tenure,  
335 insurance benefits, accumulated disability leave, and all other accrued benefits, including seniority as  
336 provided in this Agreement.

337 Section 8. Jury Service:

338 A teacher who serves on jury duty shall be granted the days necessary, as stipulated by the court, to  
339 discharge this responsibility without any salary deduction or loss of leave allowance. The compensation  
340 (other than expense reimbursement) received for jury duty service shall, however, be remitted to the  
341 School District.

342 Section 9. Workers’ Compensation:

343 Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting  
344 workers' compensation insurance may draw disability leave and receive full salary from the School  
345 District. However, that teacher's salary will be reduced by an amount equal to the insurance payments,  
346 and only that fraction of the days not covered by insurance will be deducted from disability leave.  
347 Section 10. Military Leave: Military Leave shall be granted pursuant to applicable law.  
348 Section 11. Eligibility: The leaves of absences provided in this article will not be available for teachers  
349 employed as substitute teachers, provided, however, that those substitute teachers who are employed  
350 under long-term substitute contracts shall be eligible for disability leave on a pro-rated basis.

351  
352 **ARTICLE VII. HOURS OF SERVICE**

353 Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours.  
354 Section 2. Building Hours: The specific hours at any individual building may vary according to the  
355 needs of the educational program of that building. Specific hours for each building will be determined by  
356 the School District.  
357 Section 3. Additional Activities: In addition to the basic school day, teachers may be required to  
358 participate in School District activities beyond the teacher's basic day.

359 Section 4. Preparation Time: M.S 122A.50 applies.

360 Section 5. Duty Free Lunch: All certified and licensed staff working under the EM-YME Master  
361 Agreement shall be allocated at least 20 minutes of duty free lunch daily. All certified and licensed  
362 staff working under the EM-YME Master Agreement shall receive preparation time in accordance  
363 with MN Statute 122A.50.  
364 As middle/high school instructional periods are 46 minutes in length, the period is not sufficient to  
365 accommodate MS 122A.50. Therefore, the second period required to fulfill MS 122A.50 shall be  
366 assigned during the lunch period(s). Sufficient time shall be allocated to preparation with a  
367 guarantee of at least 20 minutes of duty free lunch for each teacher. If the current schedule is  
368 maintained the preparation period will be nine and one-half (9.5) and lunch will be 26.5 minutes.  
369 Should the daily schedule change the specific numbers would be changed to be commensurate with  
370 MN 122A.50.

371  
372 **ARTICLE VIII. LENGTH OF SCHOOL YEAR**

373 Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher  
374 duty days for each school year, and each teacher shall perform services on those days as determined by  
375 the School Board, including those legal holidays on which the School Board is authorized to conduct  
376 school and, pursuant to such authority, has determined to conduct school.

377 Section 2. Length of School Year: The length of each school year during the term of this Agreement will  
378 not be more than 184 days (174 student contact days).

379 Section 3. Modifications in Calendar, Length of School Day:

380 Subd. 1. In the event of energy shortage, severe weather, or other emergency, the School District reserves  
381 the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall  
382 perform duties on such other day(s) in lieu thereof as the School District shall determine, except that the  
383 first school day missed for severe weather shall not be made up, nor shall the teachers' pay be deducted.

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384 Subd. 2. In the event of an energy shortage, severe weather, or other exigency, the School District further  
385 reserves the right to modify the length of the school day as the School District shall determine but with  
386 the understanding that the total number of hours shall not be increased.

387 Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 above, or  
388 scheduling more than 2 make-up days pursuant to Subd. 1 above, the School District shall afford to the  
389 Exclusive Representative the opportunity to meet and confer on such matter.

390 Subd. 4. When emergency closings occur, teachers may leave after student busses have departed.  
391 Teachers shall not suffer any loss of salary, benefits, seniority, and other advantages because of the  
392 closing. Teachers shall not be required to make up the time.

### 393 **ARTICLE IX . GRIEVANCE PROCEDURES**

394 Section 1. Grievance: A “grievance” is a claim by a teacher or the Exclusive Representative that a  
395 violation, misinterpretation, or misapplication of any provision of this Agreement has occurred and may  
396 be processed as a grievance as provided below.

398 Section 2. Representative: The Exclusive Representative, the grievant, the administration, or the School  
399 Board may be represented during any step of the procedure by any person or agent designated by such  
400 party to act on the party’s behalf.

#### 401 Section 3. Definitions and Interpretations:

402 Subd. 1. The parties, by mutual, written agreement, may waive any step and extend any time limits in this  
403 grievance procedure.

404 Subd. 2. Reference to “days” regarding time periods in this procedure shall refer to “working days,”  
405 unless otherwise indicated. A “working day is” defined as all weekdays not designated as holidays by  
406 state law.

407 Subd. 3. The filing or service of any notice or document required by this Agreement shall be timely if it  
408 bears a postmark of the United States mail within the time period.

409 Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the  
410 grievance is submitted in writing to the supervising principal, setting forth the facts and the specific  
411 provision(s) of the Agreement allegedly violated and the particular relief sought within 40 days after the  
412 date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall  
413 be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time  
414 periods provided below shall constitute a waiver of the grievance.

#### 415 Section 5. Adjustment of Grievance:

416 Subd. 1. In the event that a teacher believes a basis for a grievance exists, the teacher shall first discuss the  
417 alleged grievance with his/her supervising principal either personally or accompanied by a representative  
418 of the Exclusive Representative.

419 Subd. 2. If, as a result of the informal discussion with the supervising principal, a grievance still exists,  
420 the grievant may invoke the formal grievance procedure through the Exclusive Representative on the  
421 form set forth in APPENDIX A, signed by the grievant and the Exclusive Representative, which form  
422 shall be available from the Exclusive Representative in each building and the school office. A copy of the  
423 grievance form shall be delivered to the supervising principal and the Superintendent. Within 5 days of  
424 receipt of the grievance, the supervising principal shall meet with the Exclusive Representative in an  
425 effort to resolve the grievance. The supervising principal shall give an answer to the grievance, in  
426 writing, within 5 days of such meeting and shall furnish a copy to the Exclusive Representative.

427 Subd. 3. If the grievant is not satisfied with the answer to the grievance or if no answer has been given  
428 within 5 days of such meeting, or 10 days from the date of filing, whichever shall be later, the grievance  
429 shall be transmitted to the Superintendent within 5 days. Within 5 days of receipt of the grievance, the  
430 Superintendent or his/her designee shall meet with the grievant on the grievance and shall give an answer  
431 to the grievance in writing within 5 days of such meeting and shall furnish a copy to the Exclusive  
432 Representative.

433 Section 6. Appeal: If the grievant is not satisfied with the answer to the grievance by the Superintendent  
434 or his/her designee, or if no answer has been given within 5 days of meeting with the Superintendent or  
435 his/her designee or 10 days from the date of filing the grievance with the Superintendent, the grievant  
436 may appeal the grievance to the School Board by filing a written copy of it with the Clerk or other  
437 designee of the School Board within 5 days. The School Board, upon receipt of the grievance, but no  
438 later than its next regular meeting or 2 calendar weeks, whichever shall be later, shall meet with the  
439 grievant on the grievance. A written response to the grievance by the School Board shall be made no later  
440 than 7 calendar days after said meeting. A copy of the School Board's answer shall be furnished to the  
441 Exclusive Representative.

442 Section 7. School Board Review: The School Board or its designee reserves the right to review any  
443 decision issued in Subd. 2. or 3. above, provided the School Board or its representative notifies the  
444 Exclusive Representative, in writing, of the intention to review within 5 days after the decision has been  
445 rendered. In the event the school Board reviews a grievance under this section, the School Board reserves  
446 the right to reverse or modify such decision. If the School Board chooses to review a decision, it must do  
447 so no later than its next regular meeting or 2 calendar weeks from the date of the decision made in Subd.  
448 2. or 3., whichever shall be later. A written response to the grievance by the School Board must be made  
449 no later than 7 calendar days thereafter. A copy of such response shall be furnished to the Exclusive  
450 Representative. If the grievant is not satisfied with the School Board's response to the grievance or if no  
451 answer has been given within the period provided, the grievance may be submitted to arbitration before an  
452 impartial arbitrator as provided in Section 8. below.

453 Section 8. Arbitration Procedures: If the Exclusive Representative is not satisfied with the response to  
454 the grievance by the School Board or if no answer has been given within the period above provided, the  
455 grievance may be submitted, within 5 days, to arbitration before an impartial arbitrator. If the parties  
456 cannot agree as to the arbitrator within 5 days from the notification date that arbitration will be pursued,  
457 the arbitrator shall be selected according to the PELRA. Both parties will have the opportunity to submit  
458 evidence, offer testimony, and make oral or written arguments relating to the issue to be arbitrated. The  
459 arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. The  
460 proceeding before the arbitrator is subject to the limitations of arbitration decisions as provided by the  
461 PELRA. The fees and expenses of the arbitrator shall be shared equally by both parties.

462 Subd. 1. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits  
463 may result in hardship to any party, the School District shall attempt to process such grievance prior to the  
464 end of the school term or soon thereafter.

465 Subd. 2. Notwithstanding the expiration of this Agreement, any claim or grievance arising under it may  
466 be processed through the grievance procedure until resolution.

467 Section 9. Reprisals: No reprisals of any kind will be taken by the School Board against any grievant  
468 because of the grievant's participation in this grievance procedure.

469 Section 10. Election of Remedies and Waiver: A grievant instituting any action, proceeding, or  
470 complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state  
471 agency, or seeking relief through any statutory process for which relief may be granted, the subject matter  
472 of which may also constitute a grievance under this Agreement, shall immediately be deemed to have  
473 waived any and all rights to pursue a grievance under this article. Upon instituting and proceeding in  
474 another forum as noted above, the grievant shall be deemed to waive the right to initiate a grievance  
475 pursuant to this article or, if the grievance is already pending, the right to pursue it further. This section  
476 shall not apply to actions to compel arbitration or to enforce the award of an arbitrator.

477  
478 **ARTICLE X. UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY**

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

482 Section 2. Definitions:

483 Subd. 1. For purposes of this article, the terms defined shall have the meanings respectively ascribed to  
484 them.

485 Subd. 2. “Teacher” shall mean those members of the unit as defined by the PELRA and this Agreement,  
486 except the provisions of this article shall not be applicable to any bargaining unit member who is not a  
487 teacher as defined by M.S. 122A.40, Subdivision 1.

488 Subd. 3. “Qualified” shall mean a teacher who:

- 489 1. possesses a valid state license to teach in Minnesota;
- 490 2. has a major in the area of a license(s) and;
- 491 3. has successfully had teaching experience in such license(s) within the last five years in the School  
492 District.

493 Subd. 4. “Seniority” means continuing contract, qualified teachers commencing with the first day of  
494 continuous teaching service in the School District and shall exclude probationary teachers and those  
495 teachers who are acting incumbents for teachers on authorized military or other similar leave of absences.  
496 A seniority list shall be updated in accordance with the provisions of Section 6. below on an annual basis.  
497 Part-time teachers shall not be able to displace junior full-time teachers. A part-time teacher may claim a  
498 vacant position. Provided, however, that part-time teachers who have non-interrupted teaching service in  
499 the school district that employed them prior to the interdistrict cooperation and who previously taught  
500 full-time for the school district that employed them before interdistrict cooperation shall be able to  
501 displace junior, full-time teachers and shall be able to claim vacant full-time positions.

502 In determining the length of seniority, a teacher whose employment has been legally terminated by  
503 resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated  
504 at the beginning of the next school year by action of the School Board and the teacher, without  
505 interruption of regular service, shall retain his/her original seniority date.

506 Subd. 5. “School Board” means the local governing board of the School District.

507 Section 3. ULA:

508 Subd. 1. The School Board may place on ULA for a period not exceeding 5 calendar years from the time  
509 such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of  
510 discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be

511 effective no later than the close of the school year or at such earlier time as mutually agreed between the  
512 teacher and the School Board.

513 Subd. 2. Teachers to be placed on ULA shall be entitled to the notice and hearing rights specified in M.S.  
514 122A.40. Notice of intention to place a teacher on ULA shall also be given to the president of the  
515 Exclusive Representative.

516 Subd. 3. Teachers shall be placed on ULA in inverse order of seniority and qualified licenses. No teacher  
517 shall be placed on ULA if any other qualified teacher with less seniority is employed in the same field and  
518 subject matter.

519 Subd. 4. If a reduction in the number of teachers affects teachers with identical seniority, the tie shall be  
520 broken based upon the following criteria used in sequence until the tie is broken:

- 521 1. the higher total of additional credits or higher lane placement shall create greater seniority;
- 522 2. the higher total number of years of teaching experience in the School District shall create greater  
523 seniority;
- 524 3. the lowest file folder number assigned and on file with the Professional Educator Licensing and  
525 Standards Board shall create greater seniority.

526 Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such  
527 period and may be eligible for unemployment compensation if otherwise eligible under the law for such  
528 compensation, and such a leave will not result in a loss of credit for years of service in the School District  
529 earned prior to the commencement of such leave.

530 Section 4. Realignment: Nothing in this article, for purposes of placement on ULA or recall therefrom,  
531 shall require the School Board to reassign a senior teacher to a different subject matter category to  
532 accommodate the seniority claims of a junior teacher; nor shall it require the School Board to assign a  
533 senior teacher to a substantially different grade level assignment. For purposes of this section, a  
534 “substantially different grade level assignment” shall mean an assignment between kindergarten through  
535 the sixth grade or seventh grade through the twelfth grade.

536 Section 5. Reinstatement:

537 Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on ULA.  
538 Teachers placed on ULA shall be reinstated to the position from which they have been given leave or any  
539 other available position in the School District in the fields in which they are qualified as such positions  
540 become available. The order of reinstatement shall be in the inverse order in which teachers were placed  
541 on ULA.

542 Subd. 2. When placed on ULA, a teacher shall file his/her name and address with the School District to  
543 which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of  
544 service by the person in the School District depositing such notice to the teacher at the last known address  
545 shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for  
546 address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School  
547 District if any notice has been mailed as provided in this article.

548 Subd. 3. If a position becomes available for a qualified teacher on ULA, the School District shall notify  
549 such teacher, by certified mail, who shall have 10 days from the date of receipt of such notice to accept  
550 the reemployment. Failure to reply in writing within such 10 day period shall constitute waiver on the  
551 part of any teacher to any further rights of employment or reinstatement, and the teacher shall forfeit any  
552 future reinstatement or employment rights. The School District shall then offer a contract to the next  
553 senior, qualified teacher on ULA who has specified in writing a desire to accept the position, if any.

554 Subd. 4. Reinstatement rights shall automatically cease 5 years from the date the ULA was commenced,  
555 and no further rights to reinstatement shall exist unless extended by written, mutual consent of the School  
556 Board and the qualified teacher.

557 Subd. 5. Teachers on ULA shall remain eligible for all benefit plans, subject to the approval of the  
558 insurance carrier, but must pay the entire premium to the School District during the period of such leave.  
559 The School District's contributions toward fringe benefits for teachers placed on ULA shall be maintained  
560 until September 1st following the placement of such teacher on ULA.

561 Section 6. Establishment of Seniority List:

562 Subd. 1. By October 15 of each year, the School Board shall cause a seniority list (by name, date of  
563 employment, qualifications, and license) to be prepared from its records. It shall thereupon cause such list  
564 to be posted in an official place in each schoolhouse of the School District. A copy shall also be sent to  
565 the president of the Exclusive Representative and will be made available to all teachers.

566 Subd. 2. Any teacher whose name appears on such list and who may disagree with the finding of the  
567 School District and the order of seniority in said list shall have 10 days from the date of posting to supply  
568 written documentation, proof, and request for seniority change to the School District. Within 10 days  
569 thereafter, the School District shall evaluate any and all such written communications regarding the order  
570 of seniority contained in said list and shall make a final seniority list. By October 15, the School District  
571 shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by  
572 retirement, death, resignation, or other cessation of services, or new employees. Such yearly revised list  
573 shall govern the application of the ULA policy until thereafter revised.

574 Subd. 3. Any new licenses obtained by a teacher must be filed in the office of the Superintendent prior to  
575 February 1 if they are to be considered for that year's reduction, if any. Any license filed on February 1  
576 or thereafter shall not be considered for purposes of reinstatement from ULA.

577 Section 7. Effect: This article shall be effective at the beginning date of this Master Agreement and shall  
578 be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 2.  
579 above and shall not be construed to limit the rights of any other licensed employee not covered by the  
580 Master Agreement or any Master Agreement affecting such licensed employees.

581 Section 8. Procedure: Any challenge by a teacher who is proposed for ULA or recall there from shall be  
582 subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be  
583 subject to the grievance procedure.

584

585 **ARTICLE XI: DEFERRED COMPENSATION**

586 Section 1. Deferred Compensation (403b Match Schedule):

587 Subd. 1. District Annual Match. Teachers will be eligible to begin receiving a 403b match in their  
588 fifth year of teaching for School District 2190. The District annual match will be prorated for part  
589 time employees based on their individual contract each school year. The School District annual  
590 match will be according to the following schedule:

| <u>Years of active service to District 2190:</u> | <u>Annual District Match:</u>                   |
|--|---|
| 591 0-4 years                                    | \$0   |
| 592 5-13 years                                   | \$800   |
| 593 14 years and over                            | \$1200 per year until career maximum is reached |

595 Subd. 2. Career Maximum: An individual teacher shall be limited to a maximum total District  
596 match during his/her career with the District of up to \$25,000. This amount is referred to as the

597 “career maximum.” Once a teacher reaches the career maximum, there will be no amount due to  
598 the teacher upon resignation or retirement. In any given year a teacher may forego the deferred  
599 compensation benefit for which they are eligible, but have not matched.

600 Subd. 3. Plan Year. The plan year is from September 1 through August 31 of each year.

601 Section 2. Retirement Benefits:

602 Subd. 1. Eligibility: Teachers who have completed at least twenty (20) active years of continuous  
603 service in School Districts 892, 893, 894, 2183, or 2190 and who are at least fifty-five (55) years  
604 of age at the time of the effective date of the retirement shall be eligible for retirement benefits  
605 under the terms of this section. The teacher must have performed services on at least 120 duty  
606 days during the school year in order for the year to be considered an “active” year of service.  
607 Any teacher terminated pursuant to Minnesota Statute 122A.40, Subd. 9 or 13, shall not be  
608 eligible. A teacher must retire and begin drawing Minnesota Teacher Retirement Association  
609 pension benefits to qualify for retirement benefits under this section.

610 Subd. 2. Retirement Health Premium Payment: All teachers who were hired prior to June 30, 2012  
611 and are full-time (i.e., 1.0 full-time equivalent) at the effective date of retirement are eligible for a  
612 health insurance premium payment towards the School District sponsored group health insurance  
613 plan of \$200.00 per month upon retirement until the teacher is eligible for Medicare. Teachers hired  
614 after July 1, 2012 will not receive a retirement health benefit.

615 Subd. 3. Severance Payment Balance: Teachers hired before September 1, 1995 will be eligible to  
616 receive a severance payment equal to the difference between \$25,000 and the amount of 403b  
617 matching payments made by the District over the course of the teacher’s career with the District.  
618 The severance payment will be reduced by any 403b annual matching payments for which the teacher  
619 was eligible but did not receive because the teacher did not make the 403b annual payment he/she  
620 was eligible to make. Teachers hired after September 1, 1995 are not eligible for this severance  
621 payment.

622 The balance due the teacher will be placed in the Minnesota Post Retirement Health Care  
623 Savings Plan (PRHCSP) established under Minnesota Statute 352.98 and as outlined in the  
624 Minnesota Retirement System’s Trust and Plan Documents within 60 calendar days. If a  
625 teacher dies subsequent to receiving his/her balance of the maximum school district match,  
626 such payment will be made to his/her designated individual(s) or to his/her estate.

627 Subd. 4. Teachers must submit a written resignation by May 1st of the year in which the  
628 retirement will be effective to receive benefits.

629

630 **ARTICLE XII. GROUP INSURANCE**

631 Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School  
632 District as provided by law.

633

634

635 Section 2. School District Approved Insurance Plans:

636 Subd. 1. Long Term Disability Coverage: The School District teacher who qualifies for and is enrolled in  
637 the School District long-term disability plan (LTD). The teacher will pay the LTD premium, but the  
638 amount of the School District’s contribution will be added to each teacher’s salary.

639 Subd. 2. Health and Hospitalization Coverage: The School District shall contribute up to ~~\$5,050~~  
640 ~~\$650~~(\$~~420.83~~~~470.83~~per month) for individual coverage and up to ~~\$6,400~~~~7000~~ (~~\$533.33~~~~583.33~~per  
641 month) for dependent coverage for each full-time teacher employed by the School District who qualifies  
642 for and is enrolled in the School District group health and hospitalization plan during the school year.  
643 Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers  
644 employed fewer than 8 hours/day or for fewer than the total number of contracted days shall receive  
645 contributions on a prorated basis.

646 Subd. 3. Life Insurance Coverage: The School District shall contribute a sum of up to \$81.00 per year  
647 (\$6.75/month) toward the premium for individual or dependent basic term life insurance coverage for  
648 each full-time teacher employed by the School District who qualifies for and is enrolled in the School  
649 District basic term life insurance program. Any additional cost of the premium shall be borne by the  
650 teacher and paid by payroll deduction. Teachers employed fewer than 8 hours/day or for fewer than the  
651 total number of contracted days shall receive contributions on a pro-rated basis.

652 Subd. 4. Dental Insurance Coverage: The School District shall contribute a sum of up to \$480 per year  
653 (\$40 per month) toward the premium for individual and dependant coverage for each full-time teacher  
654 employed by the School District who qualifies for and is enrolled in the School District dental plan. Any  
655 additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers  
656 employed fewer than 8 hours/day or for fewer than the total number of contracted days shall receive  
657 contributions on a pro-rated basis.

658 Section 3. Claims Against the School District: The School District's only obligation is to purchase these  
659 insurance policies and pay such amounts as agreed to in this Agreement, and no claim shall be made  
660 against the School District as a result of a denial of insurance benefits by an insurance carrier.

661 Section 4. Duration of Insurance Contribution: A teacher is eligible for School District contributions as  
662 provided in this article as long as the teacher is employed by the School District. Upon termination of  
663 employment, all School District contributions shall cease except that the contribution for teachers who  
664 complete the school year shall be continued to the following September 1<sup>st</sup>.

665

## 666 ARTICLE XIII. TEACHER DISCIPLINE

667 Section 1. Definition: A teacher may be disciplined only for just cause. Disciplinary action may include  
668 the following:

- 669 1. oral reprimand,
- 670 2. written reprimand,
- 671 3. suspension with or without pay,
- 672 4. withholding of a scheduled salary increase, and/or
- 673 5. discharge.

674 Section 2. Severity: The severity of the disciplinary action chosen by the School District shall be  
675 commensurate to the seriousness of the teacher's misconduct or failure to act, in the sole judgment of the  
676 School District. The School District is not required to follow progressive discipline.

677 Section 3. Review: Disciplinary action is subject to review through the grievance procedure, subject to  
678 the provisions of M.S. 122A.40.

679 Section 4 Suspension: The School District shall not propose suspension of any teacher without just cause.  
680 The Exclusive Representative, with the consent of the affected teacher, shall have the right to take up the

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681 suspension at the Superintendent's level of the grievance procedure, and the matter shall be handled in  
682 accordance with this procedure if so requested by the Exclusive Representative.

683  
684 **ARTICLE XIV. PEER REVIEW**

685 The School Board and Exclusive Representative acknowledge the requirements of Minnesota Statute  
686 122A.40, subdivisions 6 and 8. The parties agree to comply with the following understanding:

- 687 1. The peer review process will not form the basis of any disciplinary action, nor shall it be used  
688 to judge the competency of any teacher, nor shall it be used for any defense or employment  
689 status decisions.
- 690 2. All documents generated through the peer review process will become the property of the  
691 teacher reviewed.

692  
693 **ARTICLE XV. EARLY CHILDHOOD FAMILY EDUCATION TEACHERS**

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

700 **Section 2. Probationary Period:** The probationary period for ECFE teachers shall be 3 school years of  
701 continuous teaching service. Upon completion of the probationary period, an ECFE teacher may be  
702 suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance  
703 procedure.

704 **Section 3. Layoff and Recall:** ECFE teachers shall have seniority only as ECFE teachers and shall have a  
705 separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to  
706 any other teaching position in the School District. ECFE teachers shall be laid off and recalled within  
707 order of seniority with other ECFE teachers.

708 **Section 4. Compensation:** ECFE teachers shall be compensated pursuant to the following schedule:

709

| Years of Service             | <del>2015-2016</del> 2017-2018 | <del>2016-2017</del> 2018-2019 |
|------------------------------|--------------------------------|--------------------------------|
| Years 1 & 2                  | <del>\$28.21</del> 29.41       | <del>\$28.83</del> 29.99       |
| Years 3 & 4                  | <del>\$29.13</del> 30.37       | <del>\$29.77</del> 30.97       |
| Years 5 & <del>Over 6</del>  | <del>\$30.10</del> 31.38       | <del>\$30.76</del> 32.00       |
| <del>Year 7 &amp; Over</del> | <del>32.45</del> 33.10         | 33.76                          |

710

711 **Section 5. Applicable Articles of the Master Agreement:** ECFE teachers shall be covered by the  
712 following articles of the Master Agreement listed below. They are not covered by the other Agreement  
713 articles not listed below:

- 714 ARTICLE I, Purpose,  
715 ARTICLE II, Recognition of Exclusive Representative,  
716 ARTICLE III, Definitions,  
717 ARTICLE IV, School District Rights,  
718 ARTICLE V, Teacher Rights,

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719 ARTICLE IX, Grievance Procedure,  
720 ARTICLE XIII, Teacher Discipline,  
721 ARTICLE XIV, Duration,

722 Section 6. Hours of Service, Duty Day, Duty Week, and Duty Year: Hours of service, duty day, duty  
723 week, and duty year shall be as assigned by the School District and modified from time to time based  
724 upon the needs of the program.

725 Section 7. Director Benefit: The Director of the Early Childhood Family Education Programs shall  
726 receive a health insurance benefit of \$200.00 per month.

727 Section 8. Personal Day: ~~ECFE teachers shall be entitled to 1 personal day per year and be paid for up to~~  
728 ~~5 hours of work or the average number of hours worked each day during that session, whichever is less.~~  
729 ~~Requests for personal leave must be made in writing to the School District Community Education~~  
730 ~~Director at least 3 days in advance, except in the event of an emergency. No more than 1 ECFE staff~~  
731 ~~person may be granted personal leave for the same day. In the event of multiple applications for the same~~  
732 ~~day, the day will be granted to the ECFE teacher making the earliest application. All persons affected by~~  
733 ~~this contract section are eligible for two (2) personal days annually and be paid for up to five (5)~~  
734 ~~hours of work or the average number of hours worked each day during that session, whichever is~~  
735 ~~less. All persons affected by this contract section will use personal leave for the sole purpose of~~  
736 ~~personal business that cannot be completed outside of a "normal" workday. No person affected by~~  
737 ~~this contract will use personal leave in conjunction with holiday breaks or within the last 15 days of~~  
738 ~~the school year. Requests for personal leave must be made in writing to the School District~~  
739 ~~Community Education Director at least 3 days in advance, except in the event of an emergency. No~~  
740 ~~more than one (1) ECFE staff person may be granted personal leave for the same day. In the event~~  
741 ~~of multiple applications for the same day, the day will be granted to the ECFE teacher making the~~  
742 ~~earliest application.~~

743 Section 9. Disability Leave: ECFE teachers shall be entitled to 4 days per year cumulative to ~~40~~20 days  
744 and be paid for up to 5 hours of work or the average number of hours worked each day during that  
745 session, whichever is less.

746 Subd. 1. Disability leave with pay shall be allowed whenever the absence is found to have been due to  
747 the ECFE teacher's illness or disability, which prevented him/her from being at work or performing duties  
748 on that day(s).

749 Subd. 2. ECFE teachers will be allowed to use disability leave to care for their sick child, under the same  
750 conditions they are allowed disability leave for their personal illness.

## 751 ARTICLE XVI. DURATION

752 Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a  
753 period commencing on the date of full ratification through June 30, ~~2017~~2019, and thereafter until  
754 modifications are made pursuant to the PELRA. If either party desires to modify or amend this  
755 Agreement commencing on July 1, ~~2017~~2019, it shall give written notice of such intent to the other party  
756 no later than May 1, ~~2017~~2019. Unless otherwise mutually agreed, the parties shall, each odd-numbered  
757 year, commence negotiations for the purpose of entering into a successor Agreement before the expiration  
758 of this Agreement.

759 Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School  
760 District and the Exclusive Representative. The provisions of this Agreement relating to terms and  
761

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762 conditions of employment supersede any and all prior Agreements, resolutions, practices, School District  
763 policies, rules, and regulations concerning terms and conditions of employment inconsistent with these  
764 provisions.

765 Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision  
766 or the application of any such provision under any circumstances is held invalid, it shall not affect any  
767 other provisions of this Agreement or the application of any provision.

768  
769 **ARTICLE XVII. BASIC SCHEDULES AND RATES OF PAY**

770 Section 1. ~~2015-2017~~2017-2019 Salary Schedules: The wages and salaries reflected in the schedules  
771 that follow shall be a part of the Agreement for the ~~2015-2017~~2017-2019 school years.

772 Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's  
773 continuing contract. In the event a successor Agreement is not entered into prior to the commencement of  
774 school in ~~2017~~2019, a teacher shall be compensated according to the last individual employment contract  
775 executed between the teacher and the School District until such time as a successor Agreement is  
776 executed and fully implemented.

777 Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining  
778 placement of a teacher on the appropriate salary schedule.

779 Subd. 1. Semester credits to be considered for application on any lane of the salary schedule must be  
780 germane to the teaching assignment as determined by the School District.

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

783 Subd. 3. All credits, in order to be considered for application on the salary schedule, must be approved by  
784 the Superintendent in writing prior to the taking of the course.

785 Subd. 4. At the time a block of credits are considered for a lane change, no credits more than 7 years-old  
786 will be counted toward the lane change.

787 Subd. 5. All credits counted toward lane changes beyond the "BA lane" must be earned after a teacher  
788 has received the "BA degree". All credits counted toward lane changes after the "MA degree" must be  
789 earned after a teacher has received the "MA degree".

790 Subd. 6. Subject to the conditions in Subd. 9. below, individual employment contracts will be modified  
791 to reflect qualified lane changes twice every school year as follows:

- 792 1. the salary increase resulting from a lane change shall be effective at the beginning of the school  
793 year providing a transcript of qualified credits is submitted to the Superintendent's office no later  
794 than September 15<sup>th</sup> of each year-- credits submitted by transcript after September 15<sup>th</sup> but before  
795 February 15<sup>th</sup> even though otherwise qualifying, shall not be considered until February 15<sup>th</sup>;
- 796 2. the salary increase resulting from a lane change shall be effective on February 15<sup>th</sup> providing a  
797 transcript of qualified credits is submitted to the Superintendent's office no later than February  
798 15<sup>th</sup> of each year--credits submitted by transcript after February 15<sup>th</sup> even though otherwise  
799 qualifying, shall not be considered until the following school year;
- 800 3. requests for lane changes must be made in writing according to the dates listed above.

801 Subd. 7. Teachers employed in the School District prior to July 1, 2005 and placed on the then existent  
802 "BA+75" lane shall be provided the "MA lane" negotiated amount for the remainder of their tenure in the  
803 School District. Any teachers eligible to move to the then existent "BA+75" lane during the 2005-2006

804 school year will also be provided the “MA lane” negotiated amount for the remainder of their tenure in  
805 the School District.

806 Subd. 8. A teacher shall be paid on the “MA lane” or higher degree lane only if the degree program is  
807 germane to the teaching assignment as approved by the School Board and the degree program is approved  
808 in writing by the Superintendent in advance.

809 Subd. 9. Notwithstanding the other provisions of this article, a teacher may not be credited with more  
810 than 10 semester credits toward a lane change in any single fiscal year, allowing teachers to advance 1  
811 lane only in a given year. However, a teacher who has completed a pre-approved master’s program and  
812 has forwarded the required documentation to the School District office shall be allowed to move directly  
813 to the “MA lane” pursuant to Subd. 6. above.

814 A teacher on sabbatical leave shall be an exception to this restriction. A teacher on sabbatical leave shall  
815 receive salary schedule credit for all credit hours earned during the leave that meet the criteria established  
816 in this section.

817 Subd. 10. A newly hired teacher shall be placed on such step of the salary schedule as agreed upon  
818 between the School District and the teacher. The School District may, in its sole discretion, compensate  
819 teachers in the bargaining unit above the scheduled salary.

820 Subd. 11. A teacher must be employed as a teacher and be paid for a minimum of 90 days in a school  
821 year to qualify for a salary step advancement.

822 Subd. 12. A retired teacher who is re-hired by the School District will:

- 823 1. be placed on “Step 1” of the “BA lane” of the negotiated salary schedule--the School District  
824 reserves the right to negotiate with the retired teacher a salary higher than that of “Step 1” of the  
825 “BA Lane” for hard-to-fill positions;
- 826 2. continue to receive the health insurance benefit he/she received at the time of their retirement--  
827 retired teachers from other school districts will receive no health insurance benefit;
- 828 3. not be eligible to participate in the deferred compensation School District match plan or to receive  
829 any other retirement benefits made available to other teachers;
- 830 4. be eligible to receive the leaves of absence as negotiated in the Agreement;
- 831 5. be employed for a period of not more than 1 year;
- 832 6. waive his or her rights to tenure and acknowledge that the School District reserves the right to  
833 terminate his or her employment at the end of any school year.

834 The teacher’s individual employment contract will be modified to include language which states (1) that  
835 the retired teacher has had the opportunity to talk with his/her attorney relative to waiving his/her  
836 statutory rights to tenure, (2) that the retired teacher understands statutory rights to tenure, and (3) that the  
837 retired teacher agrees to waive those statutory rights.

838 ~~Subd. 13. Substitute teachers shall be compensated pursuant to School District policy. When a regularly  
839 employed teacher substitutes for another regularly employed teacher, the compensation rate per hour shall  
840 be the same as the current substitute pay.~~

841 Subd. 13. Teachers who are assigned as a substitute for other teachers, during their preparation  
842 time, shall be compensated at a rate of \$22.50 per hour. Periods of less than an hour shall be  
843 prorated.

- 844 • Substitute teachers, not affected by this contract, shall be compensated pursuant to  
845 School District Policy
- 846 • \_\_\_\_\_

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847 **Subd. 14.** Title I teachers, who work an hourly schedule, shall be paid according to the following  
 848 schedule:

| <b>Years of Service</b>   | <b><u>2015-2016</u> <u>2017-2018</u></b> | <b><u>2016-2017</u> <u>2018-19</u></b>   |
|---------------------------|--|--|
| Years 1 & 2               | <u>\$28.21</u> <u>29.41</u>              | <u>\$28.83</u> <u>30.00</u> <u>29.99</u> |
| Years 3 & 4               | <u>\$29.13</u> <u>30.37</u>              | <u>\$29.77</u> <u>30.978</u>             |
| Years 5 & <u>Over 6</u>   | <u>\$30.10</u> <u>31.38</u>              | <u>\$30.76</u> <u>32.00</u>              |
| <u>Years 7 &amp; Over</u> | <u>\$31.77</u> <u>33.10</u>              | <u>\$32.45</u> <u>33.76</u>              |

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850  
 851 **Subd. 15.** The rules contained in this article relating to the application of credits on the salary schedule  
 852 shall not deprive any teacher of any salary schedule placement already recognized and/or actually being  
 853 paid.

854 **Subd. 16.** Part-time teachers required to attend conferences and all-day inservice days with their  
 855 supervising principal's written approval will receive pro-rated pay for the extra required hours.

856 **Section 4. Online Learning:** The School District has the right to assign online teaching as a part of the  
 857 normal duty day. Any online teaching assignments in excess of a full-time position must be agreed to by  
 858 the teacher and will be compensated at a rate of \$300 per student. The following criteria are applicable  
 859 for each assignment:

- 860 1. A minimum of 5 students are required for the course to be offered.
- 861 2. There will be a cap of 15 students per online class taught outside of the normal teacher duty day.
- 862 3. Appropriate Minnesota licensure is required.
- 863 4. Assignment of an online class will follow guidelines for assignment of a regular class.
- 864 5. Prep time for online classes will follow prep time guidelines as set forth in Article VII, Section 4.

865  
 866 **2015-2016 2017-2018 SALARY SCHEDULE**

| STEP   | BA            | BA+10         | BA+20         | BA+30         | BA+40         | MA            | MA+10         | MA+20         |
|--------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1      | <u>37.337</u> | <u>38.455</u> | <u>39.611</u> | <u>40.798</u> | <u>42.023</u> | <u>43.493</u> | <u>44.970</u> | <u>46.319</u> |
| 2      | <u>38.455</u> | <u>39.611</u> | <u>40.798</u> | <u>42.023</u> | <u>43.284</u> | <u>44.797</u> | <u>46.319</u> | <u>47.708</u> |
| 3      | <u>39.611</u> | <u>40.798</u> | <u>42.023</u> | <u>43.284</u> | <u>44.582</u> | <u>46.142</u> | <u>47.709</u> | <u>49.141</u> |
| 4      | <u>40.798</u> | <u>42.023</u> | <u>43.284</u> | <u>44.582</u> | <u>45.918</u> | <u>47.527</u> | <u>49.142</u> | <u>50.615</u> |
| 5      | <u>42.023</u> | <u>43.284</u> | <u>44.582</u> | <u>45.918</u> | <u>47.295</u> | <u>48.951</u> | <u>50.615</u> | <u>52.133</u> |
| 6      | <u>43.284</u> | <u>44.582</u> | <u>45.918</u> | <u>47.295</u> | <u>48.716</u> | <u>50.421</u> | <u>52.133</u> | <u>53.697</u> |
| 7      | <u>44.582</u> | <u>45.918</u> | <u>47.295</u> | <u>48.716</u> | <u>50.177</u> | <u>51.932</u> | <u>53.696</u> | <u>55.306</u> |
| 8      | <u>45.918</u> | <u>47.295</u> | <u>48.716</u> | <u>50.177</u> | <u>51.682</u> | <u>53.491</u> | <u>55.307</u> | <u>56.966</u> |
| 9      | <u>47.295</u> | <u>48.716</u> | <u>50.177</u> | <u>51.682</u> | <u>53.232</u> | <u>55.096</u> | <u>56.967</u> | <u>58.676</u> |
| 10     | --            | <u>50.177</u> | <u>51.682</u> | <u>53.232</u> | <u>54.830</u> | <u>56.748</u> | <u>58.676</u> | <u>60.436</u> |
| 11     | --            | <u>51.682</u> | <u>53.232</u> | <u>54.830</u> | <u>56.475</u> | <u>58.451</u> | <u>60.436</u> | <u>62.249</u> |
| 12     | --            | <u>53.552</u> | <u>55.407</u> | <u>57.069</u> | <u>58.782</u> | <u>60.836</u> | <u>63.219</u> | <u>65.115</u> |
| 13     | --            | <u>56.164</u> | <u>58.238</u> | <u>59.984</u> | <u>61.783</u> | <u>63.943</u> | <u>66.608</u> | <u>68.606</u> |
| Career | <u>57.562</u> | <u>58.775</u> | <u>61.068</u> | <u>62.899</u> | <u>64.785</u> | <u>67.050</u> | <u>69.998</u> | <u>72.098</u> |

867

- 868 The salary schedule matrix is adjusted as follows:
- 869 1. the schedule matrix reflects a salary adjustment in the “BA lane” for the last step; however, for all
- 870 teachers who had not reached the ~~10<sup>th</sup>-9<sup>th</sup>~~ step by the 2002-2003 fiscal year, the schedule is
- 871 capped at ~~10-9~~ years; further advancement through the salary schedule after the “BA-~~109~~” step
- 872 must occur by changing lanes of advanced credits;
- 873 2. notwithstanding the foregoing schedule, the teacher employed in the School District as the
- 874 Elementary Physical Education Instructor hired September 3, 1987, who would be affected by the
- 875 ~~10-9<sup>th</sup>~~ step cap of the “BA lane” shall be provided the negotiated increase in salary and career
- 876 increment for the remainder of their tenure in the School District;
- 877 3. lane advancement for qualifying teachers.
- 878 4. “MA+20” lane is added for pre-approved graduate credits earned after July 1, 2012;
- 879

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880 Teachers employed for summer work will receive \$575.00/week. Such employment will be at the

881 discretion of the School Board.

883 Teachers employed for mandated, extended summer school services will receive pay based on BA,

884 Step 1. The School Board reserves the right to increase pay for hard to fill positions.

886 ~~2016-2017~~2018-2019 SALARY SCHEDULE

| STEP   | BA                | BA+10             | BA+20             | BA+30             | BA+40             | MA                | MA+10             | MA+20             |
|--------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 1      | <del>38,084</del> | <del>39,224</del> | <del>40,403</del> | <del>41,614</del> | <del>42,863</del> | <del>44,363</del> | <del>45,869</del> | <del>47,246</del> |
| 2      | <del>39,224</del> | <del>40,403</del> | <del>41,614</del> | <del>42,863</del> | <del>44,149</del> | <del>45,693</del> | <del>47,246</del> | <del>48,663</del> |
| 3      | <del>40,403</del> | <del>41,614</del> | <del>42,863</del> | <del>44,149</del> | <del>45,474</del> | <del>47,065</del> | <del>48,664</del> | <del>50,123</del> |
| 4      | <del>41,614</del> | <del>42,863</del> | <del>44,149</del> | <del>45,474</del> | <del>46,837</del> | <del>48,477</del> | <del>50,124</del> | <del>51,628</del> |
| 5      | <del>42,863</del> | <del>44,149</del> | <del>45,474</del> | <del>46,837</del> | <del>48,241</del> | <del>49,930</del> | <del>51,628</del> | <del>53,176</del> |
| 6      | <del>44,149</del> | <del>45,474</del> | <del>46,837</del> | <del>48,241</del> | <del>49,691</del> | <del>51,429</del> | <del>53,176</del> | <del>54,771</del> |
| 7      | <del>45,474</del> | <del>46,837</del> | <del>48,241</del> | <del>49,691</del> | <del>51,180</del> | <del>52,971</del> | <del>54,770</del> | <del>56,413</del> |
| 8      | <del>46,837</del> | <del>48,241</del> | <del>49,691</del> | <del>51,180</del> | <del>52,716</del> | <del>54,561</del> | <del>56,414</del> | <del>58,105</del> |
| 9      | <del>48,241</del> | <del>49,691</del> | <del>51,180</del> | <del>52,716</del> | <del>54,296</del> | <del>56,198</del> | <del>58,106</del> | <del>59,849</del> |
| 10     | --                | <del>51,180</del> | <del>52,716</del> | <del>54,296</del> | <del>55,927</del> | <del>57,883</del> | <del>59,849</del> | <del>61,645</del> |
| 11     | --                | <del>52,716</del> | <del>54,296</del> | <del>55,927</del> | <del>57,605</del> | <del>59,620</del> | <del>61,645</del> | <del>63,494</del> |
| 12     | --                | <del>54,623</del> | <del>56,516</del> | <del>58,210</del> | <del>59,957</del> | <del>62,053</del> | <del>64,483</del> | <del>66,417</del> |
| 13     | --                | <del>57,288</del> | <del>59,403</del> | <del>61,184</del> | <del>63,019</del> | <del>65,222</del> | <del>67,940</del> | <del>69,978</del> |
| Career | <del>58,713</del> | <del>59,951</del> | <del>62,290</del> | <del>64,157</del> | <del>66,081</del> | <del>68,391</del> | <del>71,397</del> | <del>73,540</del> |

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- 887
- 888 The salary schedule matrix is adjusted as follows:
- 889 1. the schedule matrix reflects a salary adjustment in the “BA lane” for the last step; however, for all
- 890 teachers who had not reached the ~~10<sup>th</sup>-9<sup>th</sup>~~ step by the 2002-2003 fiscal year, the schedule is capped
- 891 at ~~10-9~~ years; further advancement through the salary schedule, after the “BA-~~109~~” step, must
- 892 occur by changing lanes of advanced credits;
- 893 2. notwithstanding the foregoing schedule, the teacher employed in the School District as the
- 894 Elementary Physical Education Instructor hired September 3, 1987, who would be affected by the

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10 step cap of the “BA lane” shall be provided the negotiated increase in salary and career increment for the remainder of their tenure in the School District;

3. lane advancement for qualifying teachers;
4. “MA+20” lane is added for pre-approved graduate credits earned after July 1, 2012;

Teachers employed for summer work will receive \$575.00/week. Such employment will be at the discretion of the School Board.

Teachers employed for mandated, extended summer school services will receive pay based on BA, Step 1. The School Board reserves the right to increase pay for hard to fill positions.

**All teachers who work at extra-curricular events will be paid according to the following schedule:**

| Sport/Activity    | Position       | Level                              | Proposed Stipend |
|-------------------|----------------|------------------------------------|------------------|
| HS Musical        | Tickets        | NA                                 | \$20             |
| Football          | Tickets        | Varsity                            | \$25             |
|                   | Chains         | Varsity<br>B & C                   | \$30<br>\$20     |
|                   | Book           | Varsity                            | \$35             |
|                   | Clock/Board    | Varsity                            | \$30             |
|                   |                | B & C                              | \$20             |
|                   | Spotter        | Varsity                            | \$30             |
|                   | Announcer      | Varsity                            | \$35             |
| Volleyball        | Tickets        | A & B                              | \$40             |
|                   | Book           | A & B                              | \$35             |
|                   |                | C                                  | \$15             |
|                   | Libero Tracker | A & B                              | \$30             |
|                   | PA/Scoreboard  | A & B                              | \$35             |
| C                 |                | \$15                               |                  |
| Cross Country     | Event Workers  | JH                                 | \$20             |
| Basketball        | Event Workers  | 7 <sup>th</sup> – 12 <sup>th</sup> | \$25             |
|                   | Tickets        | ABC                                | \$40             |
|                   | Book           | AB                                 | \$35             |
|                   |                | C                                  | \$15             |
|                   | PA/Scoreboard  | AB                                 | \$35             |
| C                 |                | \$15                               |                  |
| Wrestling         | Tickets        | AB                                 | \$30             |
|                   | Book           | AB                                 | \$35             |
|                   | Clock          | AB                                 | \$35             |
| Baseball/Softball | Tickets        | Varsity                            | \$20             |

|                |                 |         |               |
|----------------|-----------------|---------|---------------|
|                | Scoreboard      | Varsity | \$20          |
| Track          | Event Workers   | Varsity | \$30          |
|                |                 | JH      | \$30          |
|                | Timers          | Varsity | \$35          |
|                |                 | JH      | \$35          |
|                | Announcers      | Varsity | \$35          |
| JH             |                 | \$35    |               |
|                | Results Workers | V       | \$40          |
| Bus Chaperones |                 |         | \$10 per hour |

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Work at extra-curricular events not covered by the schedule above will be paid at \$10.00 per hour.

**Extra – Curricular Salary Schedule**

- The following factors were considered to determine proposed groupings:
  - length of season,
  - number of students who participate,
  - liability,
  - spectator interest (pressure),
  - equipment & facilities duties,
  - preparation time.
- The percentage in each group is based off the “BA Lane, steps 1-109” on the current salary schedule.
- Extra-curricular step 10 shall be a three (3) percent increase based on the existing BA Step 9.

| Group 1 @ 13%  | Group 2 @ 11%   | Group 3 @ 10%   | Group 4 @ 9.25%   | Group 5 @ 8%  |
|--|---|---|---|---|
| Head Basketball<br>Head Football<br>Head Wrestling<br>Head Volleyball  | Head Softball<br>Head Track<br>Head Dance<br>Head Baseball<br>Head Softball   | Head Tennis<br>Head Cross Country<br>Head Golf  | Assistant Football<br>Assistant Basketball<br>Assistant Wrestling<br>Assistant Volleyball<br>Musical Director   | Assistant Cross Country<br>Assistant Track<br>Assistant Baseball<br>Assistant Dance<br>Assistant Softball<br>Assistant Golf<br>Assistant Tennis<br>Annual Concessions<br>Instrumental Music |
| Group 6 @ 6%   | Group 7 @ 4.25%   | Group 8 @ 3%  | Group 9 @ 1.25%   |   |
| JH Athletic Coaches<br>Vocal Music<br>SH Math League<br>SH Play Director<br>1 <sup>st</sup> Musical Assistant<br>FFA Advisor<br>Robotics (FIRST) | Intramural Director<br>Sr. Knowledge Bowl<br>Speech<br>School Patrol<br>Musical 2 <sup>nd</sup> Assistant<br>Student Council<br>One-Act Play<br>Lego League | Mock Trial<br>JH Knowledge Bowl<br>JH Musical/Play Director<br>Elementary Play Director<br>Prom Advisor | National Honor Society<br>Elem. Student Council<br>JH Student Council<br>JH Spelling Bee<br>JH Geography Bee<br>Science Club Advisor<br>Drama Club Advisor<br>Newspaper<br>Spanish Club |   |

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Coaches will advance 1 step each succeeding year until reaching “Step 10.” A newly hired coach/advisor shall be placed on such step of the extra-curricular salary schedule as agreed upon between the School District and the coach/advisor. The coach/advisor may be given up to 6 years of outside experience on the extra-curricular salary schedule. The School District reserves the right to negotiate a salary higher than that of “Step 1” for experience or hard-to-fill positions.

**EXTRA-CURRICULAR NOTES**

- “Years coaching” means years of coaching in the School District and in the particular sport.

- 934 2. “Years in assignment” means years working in the particular activity in the School District.  
935 3. Years are accumulated regardless of transfer to a different level of responsibility.  
936 4. The School District reserves the right to pay a head coach/supervisor/director above the schedule  
937 amount if necessary in order to secure replacements.  
938 5. Elementary athletic activity supervisors will be paid \$393 per activity.  
939 6. Extra-curricular pay shall be paid in 3 equal installments during the season.  
940 7. Pay for the summer band instruction (senior high and junior high) will be based on the hourly rate  
941 of pay from the “BA Step 1 cell” of the salary schedule.  
942 8. Pay for the summer agriculture program will be based on the hourly rate of pay from the “BA Step  
943 1 cell” of the salary schedule.  
944 9. Non-licensed coaches/supervisors/directors will be paid based on “BA lanes’. Credit for years of  
945 experience will be determined by the activities director.

946 10. The district will pay membership dues for head coaches and directors with a total fund cap  
947 of \$1000.00 per year. Payment for dues will be reimbursed to those head coaches and  
948 directors who apply for reimbursement. Reimbursement shall be paid in the June settle-up  
949 and may be pro-rated proportionally under the maximum noted above.

950 11. The district agrees to pay fees and payments received by the district to teachers for their  
951 services rendered in the areas of interns, student teachers and similar duties of other names.

952  
953 OFFICIALS FOR ATHLETIC EVENTS: Officials for athletic contests will be paid \$20.00 per event.  
954 (An event is a game in baseball, football, basketball, and softball and a match in volleyball.)

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

FOR:  
The Exclusive Representative

FOR:  
The School District

\_\_\_\_\_  
Andrew Holt, President

\_\_\_\_\_  
~~Grant Velde~~ Dawn Odegard, School Board Chair

\_\_\_\_\_  
Steve Petrich, Head Negotiator

\_\_\_\_\_  
~~Sharon Rupp~~ Steve Rupp, School Board Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 201~~5~~8

Dated this \_\_\_\_ day of \_\_\_\_\_, 201~~5~~8

DRAFT

**APPENDIX A – GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ Date: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Position: \_\_\_\_\_ School: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Exclusive Representative \_\_\_\_\_ Date \_\_\_\_\_

Received by:

\_\_\_\_\_  
Supervising Principal or Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Answer by Principal or Director: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Director \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received by:

\_\_\_\_\_  
Superintendent \_\_\_\_\_ Date \_\_\_\_\_

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Answer by Superintendent: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent Date

Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

Received by:  
\_\_\_\_\_  
School Board Representative Date

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Answer by School Board: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of School Board Representative Date

Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

Received by:  
\_\_\_\_\_  
Arbitrator Date