

**Agreement**

**between**

**Independent School District #2149  
Minnewaska Area Schools  
Glenwood, Minnesota**

**and the**

**Minnewaska Teachers' Association**

**July 1, 2021 through June 30, 2023**

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## **ARTICLE I PURPOSE**

This Agreement, is entered into between the Minnewaska Area School District 2149, Glenwood, Minnesota, hereinafter referred to as the School District, and the Minnewaska Teachers' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Minnewaska Teachers' Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement to provide the terms and conditions of employment for the duration of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in P.E.L.R.A.

## **ARTICLE III DEFINITIONS**

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

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

Section 3. Part-Time teacher provisions:

Subd. 1. Criterion: The criteria for the determination of the part-time teacher's salary, fringe benefits, preparation time, and hours of employment shall be a comparison between the duties of a part-time position and those of a similar, but full-time position.

Subd. 2. Ratio: For the purpose of calculating salary, fringe benefits, preparation time, and hours of employment, a ratio (R) shall be determined. R will represent the comparison described in subdivision 1. above. The value of R shall not exceed one (1).

$R = \frac{\text{student instruction time}}{\text{Average student instruction time for a full-time teacher in the respective building.}}$

Subd. 3. Eligibility for Long-Term Disability Insurance: For the purpose of determining eligibility for long-term disability insurance, teachers teaching 600 hours per year or more are eligible for this insurance. A retired teacher returning to teaching does not receive this benefit.

Section 4. Days: Reference to days regarding time periods shall refer to working days. A working day is defined as all days except Saturday, Sunday, and designated legal holidays by state law.

Section 5. School District: For purposes of administering this Agreement, the term School District shall mean the School Board or its designated representative(s).

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

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

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching

services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognize that the school district all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulation, and orders of the state and federal governmental agencies. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

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

## **ARTICLE V TEACHER RIGHTS**

Section 1. Right to Views: Pursuant to P.E.L.R.A. and other laws, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative. The School District recognizes all the rights and obligations as set forth in section

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

Section 3. Request for Dues Check-Off: The exclusive representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check-off. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in ten (10) equal installments beginning with the second pay period in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or

claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement, and recognize that the School District, all employees covered by this agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4. Duly authorized representatives of the exclusive representative may be permitted to transact official exclusive representative business on school property provided that this shall not interfere with or interrupt normal school operations, subject to prior approval from the School District, or its designated representative.

Section 5. Exclusive Representative Leave: At the beginning of every school year, the exclusive representative shall be credited with five (5) days leave, to be used by teachers who are officers or agents of the exclusive representative, such use to be at the discretion of the exclusive representative. The exclusive representative agrees to notify the School District at least five (5) days prior to the date intended to be used. Shorter notification may be mutually agreed upon. Unused exclusive representative leave days may accumulate from one (1) year to the next, to a maximum of ten (10) days. The exclusive representative will be responsible to the School District for the salary of the substitute teacher employed to replace the teacher who is on exclusive representative leave.

Section 6. Disciplinary Action: Disciplinary action shall include, but not be limited to, any of the following actions:

1. Nondisciplinary conference with administrator. A written summary of the conference above shall be retained by the administrator.
2. Oral reprimand. The imposition of an oral reprimand shall not be subject to the grievance procedure.
3. Written reprimand.
4. Suspension with pay.
5. Suspension without pay.
6. Discharge, according to M.S.122A.40, Subds. 9 and 13.

Section 7. Teacher Reprimands: A teacher shall at all times be entitled to have present a representative of the Minnewaska Teachers' Association when he or she is reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional duties or performance of duties. On all such occasions, the School District reserves the right to have more than one (1) administrator and/or a School Board member in attendance. Any notice of a meeting between a teacher and a School District representative shall state the reason for the meeting. Any reprimand or discipline shall be conducted in a private setting.

Section 8. Notice of Annual Assignment: Teachers with one (1) or more years of teaching experience in the School District shall receive a notice of annual assignment, no later than May 1. This notice will include the lane and step at which the teacher will be positioned. The “Notice of Assignment” shall be a part of this Agreement. (See Appendix F)

## **ARTICLE VI BASIC SCHEDULE AND RATES OF PAY**

### Section 1. Basic Compensation:

Subd. 1. 2021-2022 and 2022-2023 Rates of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be effective for the 2021-2022 and 2022-2023 school years.

Subd. 2.: Salary ratio for part-time teachers

$SALARY = R \times \text{scheduled salary}$

Subd. 3.: Fringe benefits ratio for part-time teachers

$FRINGE BENEFITS = R \times \text{maximum fringe benefit}$

Section 2. Status of Salary Schedule and Withholding of Salary Increase: The salary schedules are not to be construed as a part of the teacher's continuing contract. The School District reserves the right to withhold, for just cause, increment advancement, lane changes or any other salary increase as the School Board shall determine subject to the grievance procedure.

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

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the Superintendent. Up to two (2) semester hours per lane change may be in the area of extra-curricular if required for coaching certification in the school system. Up to four (4) semester hours per lane change may be in the areas of computer science or computer-related education courses.

Subd. 2. Grades and Credits: To apply to the salary schedule, eight (8) semester credits for each lane change beyond the bachelor's degree lane must be graduate credits, unless on an approved fifth (5<sup>th</sup>) year program, or in computer-related coursework. Up to three (3) local School District credits for writing curriculum may be applied per lane change in lieu of undergraduate credits, subject to prior approval of the School District.

- A. Non-degree Courses: Credits must carry a grade equivalent of “B,” “pass,” or higher.
- B. Approved Degree Program: An average grade of “B” must be maintained. This provision is not retroactive and became effective September 6, 1979.

Subd. 3. B.S. to B.S. +10 Move: Teachers on the eleventh (11<sup>th</sup>) step of the B.S. lane, who qualify for a lane change and an increment, will be placed on the twelfth (12<sup>th</sup>) step of the B.S. +10 lane.

Subd. 4. Prior Approval:

- A. Non-degree courses: All credits, to be considered for application on the salary schedule, must be germane and approved by the School District, in writing, prior to the taking of the course. The decision of the Superintendent is not subject to the grievance procedure.
- B. Approved Degree Program: For credits which are part of an advanced degree program to be considered for application on the salary schedule, the program must be germane and approved by the School District, in writing, prior to the commencement of the program. The decision of the Superintendent is not subject to the grievance procedure.

Subd. 5. Effective Date: Teaching contracts will be modified to reflect qualified lane changes twice every year, providing evidence of qualified credits is submitted to the Superintendent's Office no later than September 5 or January 5. Mid-year lane changes shall begin with the first pay period of the second semester and teacher's salary shall be adjusted to reflect their new position on the salary schedule. Credits submitted after September 5 or January 5 shall not be considered until the following adjustment period.

Subd. 6. Payment of Present Salary: The rules contained in this article relating to the application of credits on the salary schedule shall not deprive a teacher of any salary schedule placement already recognized and actually being paid for the previous school year.

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

Subd. 8. The Daily Salary Rate: For the purposes of calculating deductions, the daily salary rate shall be 1/n times the annual salary of the teacher (n is equal to the number of contracted workdays).



Section 4. Teachers' Salary Checks: All teachers will have their pay electronically deposited. A teacher's yearly salary shall be paid in nineteen (19) payments, twenty-four (24) payments or twenty-four (24) regular payments (figured on the twenty-four (24) payment formula) with a "balloon" payment on June 15th, which would be equal to the sum of payments nineteen (19) through twenty-four (24) on the twenty-four (24) payment plan. Teachers will be paid on the fifteenth (15th) day and the last day of the month starting September 15th. With nineteen (19) payments, the last payment of the teacher's salary shall be made on June 15th. If the fifteenth (15th) or the last day of the month falls on a Saturday, Sunday, or holiday, the last preceding banking day before said date shall be the payday. The choice of one (1) of the three (3) payment plans will be made by each individual teacher annually by August 22nd. No change will be made to a teacher's payment plan for the duration of the school year.

Section 5. Class Load for Secondary Teachers:

Subd. 1. Eight Period Day: A teacher teaching five (5) or six (6) periods per day is defined as full-time. Each full-time teacher will be assigned a minimum of two (2) preparation periods per day. A teacher teaching five (5) periods per day will be assigned one (1) supervisory period.

Subd. 2. Seven Period Day: A teacher teaching five (5) periods per day is defined as full-time. Each full-time teacher will be assigned two (2) preparation periods per day, or one (1) preparation period per day and one (1) supervisory period.

Subd. 3. Six Period Day: A teacher teaching four (4) or five (5) periods per day is defined as full-time. Each full-time teacher will be assigned one (1) preparation period per day, or one (1) preparation period per day and one (1) supervisory period per day, or two (2) preparation periods per day.

Subd. 4. Four Period Day: A teacher teaching two and one-half to three (2½ to 3) periods a day is defined as full-time. Each full-time teacher will be assigned a minimum of one (1) preparation period per day. A teacher teaching two and one-half (2½) periods per day will be assigned one-half (½) of a period as supervisory or other professional duties. The administration has the option to schedule two (2) one-half (½) period classes in place of no more than one (1) of the three (3) periods.

**ARTICLE VII  
EXTRA COMPENSATION**

Extra-curricular Schedules: The wages and salaries reflected in Appendix B, attached hereto, shall be a part of this agreement effective for the 2021- 2022 and 2022- 2023 school years.

## **ARTICLE VIII SEVERANCE PAY AND 403(b) ANNUITY**

Section 1. Severance Eligibility: Teachers who have completed at least twelve (12) years of full-time continuous teaching service, or the equivalent, with the School District, and who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board. Full-time equivalent years of service shall be established by adding each year employed times the R-factor of that year until the sum of years is twelve (12).

Section 2. Severance Pay Determination: An eligible teacher, upon retirement from the School District, shall be paid an amount equal to a maximum of ninety-five (95) days of unused sick leave pay. The amount of severance is calculated as follows: (number of days of unused sick leave) x (daily rate of pay) = severance.

Section 3. Daily Rate of Pay for Severance: A teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 4. Effect of Leaves of Absence on Severance: Teachers returning from a School Board approved leave of absence must return to teaching at least one-half (½) year to have severance calculated at the current daily rate. Teachers who are on leave and do not return to teaching shall have severance calculated at the last year of active teaching. Teachers on unrequested leave of absence may resign and be eligible for severance pay if otherwise eligible.

Section 5. Group Health Insurance: Teacher retirees are eligible to remain in the existing group health and hospitalization insurance program and select supplemental plans as defined in ARTICLE IX, Section 2., of this agreement. At the time of retirement, the district will set aside a maximum dollar amount of up to \$12,069 which will be paid out in a maximum benefit of \$167.63 per month, not to exceed the cost of a single coverage premium, for a maximum of six (6) years following the date of the teacher's retirement, providing the teacher has at least twelve (12) years of teaching experience in the School District and has reached the age of fifty-five (55) or qualified for the "rule of 90." The benefit payment of \$167.63 per month may be used for other approved health insurance coverage. The benefit will be elected from a School District-approved vendor list. This maximum benefit of \$167.63 per month will end as of June 30, 2014, and will no longer be available for teachers hired after June 30, 2014.

Section 6. Health Care Savings Plan (HCSP) Contribution: Only teachers hired after June 30, 2014, are eligible for a \$600 School District contribution into their HCSP on June 30 after each year of their employment with the School District. The School District contribution to the HCSP shall not exceed \$18,000.

Section 7. 403(b) Matching Plan and Severance Plan Phase-Out:

Subd. 1. 403(b) Matching Plan: All teachers are eligible to participate in the 403(b)

matching plan as allowed under Minnesota Statute Section 356.24. Part-time teachers will be eligible for a pro-rata School District match based on annual percentage of full-time employment. All teachers with a hire date of September 1, 2000, or later will only be eligible to participate in the School District's 403(b) matching plan. The School District will make monthly matching contributions to such plan in the maximum amounts set forth in Section 8 below.

Subd. 2. Severance Plan Phase-out: Teachers with a hire date prior to September 1, 2000, will be in the severance pay program set forth in Section 2 above and will be eligible to participate in the School District's 403(b) matching plan. The School District will make monthly matching contributions to such plan in the maximum amounts set forth in Section 8. below. Upon retirement, the total amount of the School District's matching contributions to the teacher's 403(b) account will be deducted from any severance pay obligation/entitlement under Section 2 above.

Section 8. Schedule for School District Match: The School District's matching contribution to teachers participating in the 403(b) matching plan shall be made as follows beginning September 1, 2018:

Teaching Service in the School District	School District Matching Contribution
Years 0-3	up to \$750
Years 4-8	up to \$1,250
Years 9-13	up to \$1,750
Years 14-18+	up to \$2,250
Years 19+	up to \$3,600

The maximum career School District contribution for a teacher is \$67,500 The School District will make matching monthly contributions to a participating teacher's 403(b) account. The 403(b) plan year extends from September 1 through August 31.

Section 9. Election to Participate in 403(b): Eligible teachers must make application for participation in the 403(b) matching plan by the last business day of August of that year.

- A. Once the election to participate is made, the eligible teacher must participate in the 403(b) matching plan at the same rate of contribution for the entire school year. An eligible teacher may change his/her rate of contribution by notifying the business office by the last business day of August of the school year in which the change is to be effective.
- B. In the event that the participating teacher's assignment is reduced from full-time to part-time during the school year, the teacher may reduce the rate of contribution for the remainder of that school year.
- C. In the event of a life change (marriage, divorce, death, loss of a spouse's job) the teacher may reduce the rate of contribution for the remainder of the school year.

Section 10. Effect of Leaves on 403(b): Eligible teachers on unpaid leave may not participate in the 403(b) matching plan while on leave. Such eligible teachers may reenter the 403(b) matching plan upon their return. An eligible teacher returning in the middle of the school year may reenter the 403(b) matching plan beginning September 1 of the next school year. Eligible teachers on paid leave may participate in the 403(b) matching plan during their period of leave on a pro-rata basis. In any event, notification of election to participate must be given to the business office by the last business day in August of that school year. During that period, the School District shall make pro-rata contributions based on percentage of employment.

Section 11. Severance Payoff: An eligible teacher, upon retirement from the School District, shall be paid the balance of his/her severance: A) at the end of the school year on June 30th or B) within 30 days of the teacher's last day of employment. The payment shall be made to the teacher's designated 403(b) annuity plan.

## **ARTICLE IX GROUP INSURANCE**

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

Section 2. Health and Hospitalization Insurance Coverage: The School District shall contribute the sum of \$622.50 single/\$682.00 family (2021-2022) and \$662.50 single/\$752.00 family (2022-2023) per month and a proportional increase on the premiums for health insurance and long term disability. The proportional increase for a single policy and long term disability will not exceed \$40, and will not exceed \$70 for family policy and long term disability, for all teachers employed by the School District for the school year, who qualify for and are enrolled in the School District group health and hospitalization and/or long-term disability plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Any teacher who elects to take single coverage shall have the balance of the above School District's contribution applied to his/her regular salary.

Section 3. Income Protection Insurance Coverage: The School District shall provide income protection insurance for all teachers employed by the School District in accordance with specifications. Premiums for this insurance will be paid by the School District.

Section 4. Group Life Insurance Coverage: The School District will provide term life coverage for all teachers in the amount of \$25,000 at School District expense.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6: Neither party shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines under the Affordable Care Act to be assessed against the School District.

## **ARTICLE X LEAVES OF ABSENCE**

### Section 1. Sick Leave:

Subd. 1.: All teachers shall earn sick leave at the rate of fifteen (15) x R days each year of service in the employment as a teacher by the School District. Annual sick leave shall accrue yearly starting on September 1st. If at any point during the school year more sick leave is used than that which is accrued, the sick leave will be without pay. If a teacher leaves employment before the end of the teacher's teaching contract year, the sick leave earned will be prorated to the number of days worked, and if more sick leave was used than what was earned, the leave without pay adjustment will be taken on the teacher's last paycheck.

Subd. 2.: Unused sick leave days may accumulate to a maximum credit of 130 days of sick leave per teacher.

Subd. 3.: Accumulated sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to Minnesota Statute 181.9413, a teacher may also use accumulated sick leave benefits due to the illness or injury to the teacher's child, adult child, foster child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, or stepparent. The School District will limit such use of sick leave as provided in the statute.

Subd 4.: The School District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5.: In the event a medical certificate will be required, the teacher will be so advised on the day of the illness.

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

Subd. 7.: Sick leave pay shall be approved upon submission of an electronic request to

building administrator.

Subd. 8. Workers' Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 2. Bereavement Leave: Up to five (5) days per year with pay may be used for a teacher's absence due to a death. Bereavement leave will be subject to prior approval of the School District. Bereavement leave shall be deducted from accumulated sick leave. If teacher has no sick leave available, the teacher's salary will be docked for each day the teacher is absent.

Section 3. Child Care Leave:

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

Subd. 2.: A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

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

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

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

1. Grant any leave more than fifteen (15) months in duration.
2. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6.: A teacher returning from child care leave shall be re-employed in a position which the teacher is licensed unless previously discharged or placed on unrequested leave of absence.

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

Subd. 8.: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9.: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 11.: Leave under this section shall be without pay or fringe benefits.

#### Section 4. Special Leave:

Subd. 1. Definition: A special leave of one (1) year, without compensation, may be granted to any teacher, upon written application, if a replacement teacher can be found. Renewal of a special leave shall be subject to approval of the School District. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he or she maintained at the time the special leave commenced. During such period of special leave, the teacher shall maintain the same fringe benefits at his or her own expense.

Subd. 2. Eligibility: To be eligible for special leave, the teacher must have a minimum of five (5) years teaching experience in the School District. Applications for special leave shall be submitted to the Superintendent's Office prior to March 1st of the school year. Eligibility shall be determined by seniority.

Subd.3. Limitations: During any given year, the number of teachers on special leave will be limited to two (2) elementary and two (2) secondary teachers.

Subd. 4. Renewal: A teacher on a special leave must notify the Superintendent by March 1, of the teacher's intent to return to the teacher's position or request for a special leave extension. This request of the teacher's intention must be postmarked by the above date. Failure to notify the Superintendent in writing of the teacher's intentions by March 1st shall result in non-renewal of the teacher's teaching contract.

Section 5. Jury Duty: A teacher called for jury duty or to give testimony before any judicial tribunal shall be compensated for the difference between the teacher's pay and the pay received for the performance of such obligation.

Section 6. Personal Leave: A teacher will be entitled to personal leave of no more than 5 x R days per school year.

Subd. 1.: At no time shall more than ten (10) percent of the teachers in each building take personal leave, except in the event of an emergency.

Subd. 2.: The teacher will notify the School District at least 24 hours in advance. If the conditions stated in Subd. 1 are met, leaves will be granted on a first-come-first-serve basis and is subject to the availability of substitute teachers.

Subd. 3.: The personal leave days shall be administered under one of two (2) options: Option 1 or Option 2. Option 1 and Option 2 personal leave days will be taken for no less than one (1) hour with hourly increments beyond the first hour.

Option 1: A teacher will receive two (2) days of personal leave. The personal leave days shall be deducted from accumulated sick leave. If there is no accumulated sick leave, Option 1 will not be granted. Option 1 personal days may be accrued to a maximum of 5 days and are not limited to the two (2) years of this agreement. If there is no accumulated sick leave, Option 1 days cannot be accrued. Teachers with unused Option 1 days at the end of the school year can choose to have the days paid at 75% of the base rate for a substitute teacher per day at the end of the school year. The teacher will notify the District office by May 1st that they would like the personal Option 1 days to be paid or the days will automatically roll over. A teacher who is put on leave or resigns from the School District will be paid that same rate per day for unused Option 1 days at the end of the current school year.

Option 2: A teacher will receive three (3) days of personal leave. Under Option 2, the teacher shall have the minimum cost of a substitute's pay plus the cost of current



fringe benefits deducted from his/her salary. At the discretion of the Superintendent, additional days may be granted under Option 2. The notification of intent to take personal leave shall include notice of which option the teacher has selected. Option 2 days will not accrue.

Subd. 4.: The three (3) personal leave days under Option 2 may be used for family emergencies involving a teacher's spouse, adult children, parents, siblings, or spouse's parents without a deduction for substitute teacher pay, provided that Option 1 days have been used.

Section 7. Emergency Leave: Up to fifteen (15) days per school year of family emergency leave, deducted from sick leave, may be used for serious illness or death involving a teacher's spouse, adult children, or parents, without a deduction in pay.

Section 8. Family Medical Leave Act (FLMA): Pursuant to F.M.L.A., 29 U.S.C. 2601 et. Seq. an eligible teacher shall be granted upon written request, up to a total of twelve (12) weeks of unpaid leave per year for qualifying events. Such leave shall run concurrently with accumulated paid leaves of absence available under this Agreement.

Section 9. Military Leave: The School District shall comply with all federal and state laws related to leaves of absence for eligible teacher members of the military.

## **ARTICLE XI HOURS OF SERVICE**

Section 1. Basic Day: The teacher's day, including lunch, shall be eight (8) hours.

Hours worked per day = 8 hrs. x R

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

Section 3. Additional Activities: Extra-curricular activities other than those listed which require supervision and assistance by teachers will be assigned as equitably as possible and teachers are expected to share in these responsibilities.

A schedule of extra-curricular activities for which additional payment is granted is attached. (Appendix B and C)

Section 4. Parent-Teacher Conferences: Parent-teacher conference days may be more than eight

(8) hours. Extra hours worked on a parent-teacher conference day will be subtracted from another workday.

Section 5. Pairing and Sharing: In the event the School District enters into an arrangement to pair teachers and programs with another School District under the provisions of M.S. 122A.54, the School District agrees to first assign teachers to teach in the other school districts pursuant to the provisions of M.S. 122A.54 before placing any teachers on unrequested leave of absence.

Subd. 1.: Teachers may be assigned to teach in the other school district as exchange teachers.

Subd. 2.: A teacher assigned to another school district shall retain all rights of this Agreement.

Subd. 3.: A teacher assigned to teach as an exchange teacher in another school district shall be paid mileage for the round trip between school districts.

Section 6. Remote Learning:

Subd. 1. Definition: Remote learning refers to instruction during which the teacher and student have limited or absent face-to-face communication. Communication is accomplished through one (1) or more technological media.

Subd. 2. Development: The School District will work collaboratively with the exclusive representative to develop remote learning options for students and teachers through a committee consisting of a designated administrator, the Superintendent, a designated staff development teacher, and a representative of the exclusive representative. The teacher and the department will engage in discussion to maximize the effectiveness of the distance learning course. Identification, supportive information, and training for the teacher and department will be done at least sixty (60) days prior to implementation of a distance learning course unless mutually agreed to by the School District and the teacher.

Subd. 3. Enrollment: A remote learning course will not exceed a cap of twenty-eight (28) students. The sponsoring post-secondary institution may have its own class size limits that will be followed, however, not to exceed twenty-eight (28) students.

Subd. 4. Assignment: Teachers will be given the opportunity to teach remote learning courses with teachers having the right to refusal if hired prior to 1992-1993.

Subd. 5. Course Development: Staff Development-approved training (technical and curricular) shall be provided for teachers assigned to remote learning. If new technology is added, training will be provided for the teacher, and the teacher will be compensated for the hours of training at the staff development rate of pay, if done outside the scheduled calendar and workday. A teacher being asked to develop a remote learning course or asked to teach a remote learning course for the first time will be compensated for development at

the staff development rate of pay times (X) the number of hours actually used to develop the course, up to a maximum of 100 hours. The hours of course development and/or teacher training are to be approved by the staff development committee.

Subd. 6. Preparation: Advanced Placement courses, on-campus college credit courses, and video conferencing courses offered within the regular school day may vary from the traditional five (5) day per week schedule, depending upon the subject area and student needs. Teachers teaching these courses will be exempt from daily advisory period supervision.

Subd. 7. Compensation: Any combination of teaching assignments involving remote learning will not exceed the R ratio of one (1). Teachers agreeing to teach any remote learning course(s) will be compensated in the same manner on the salary schedule as teachers in traditional teaching assignments.

## **ARTICLE XII LENGTH OF THE SCHOOL YEAR**

Pursuant to M.S. 120A.40, the School District shall, prior to April 1<sup>st</sup> of each odd-numbered school year, establish the number of school days and teacher work days for each of the next two (2) school years, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to such authority has determined to conduct school. The school calendar in 2021-2023 shall consist of 182 workdays per year.

## **ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE**

Section 1. Unrequested Leave of Absence: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. The School Board may place on unrequested leave of absence (ULA), without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidations of districts. The ULA is effective at the close of the school year.

### Section 2. Definitions:

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by P.E.L.R.A. and this Agreement.

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to a state license, has had teaching experience in the subject matter, field, or licensure area.

Subd. 3 Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. Teachers who are half-time or more shall receive a full increment and full year seniority. Those teachers less than half-time (49% or less) shall receive a full increment and full year seniority. In the event a less than half-time teacher is offered a full-time teaching contract, the teacher's placement on the salary schedule would be as agreed to between the School District and the teacher.

In placing teachers on ULA, the School Board is governed by the following provisions:

Subd. 1. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contracts is licensed and is qualified. Tier 3-licensed and Tier 4-licensed continuing contract teachers shall be placed on ULA in inverse order of seniority and qualified in.

Subd 2. Tie Breaker: If a tie in seniority should occur between two (2) or more teachers, the following criteria shall be used sequentially to determine the order of placement on ULA or recall:

- A. Total years of verifiable teaching with a regular teaching contract.
- B. Higher lane placement on salary.
- C. The teacher with the lower file folder number.

Subd. 3. Exceptions for Licensure: Notwithstanding the provision above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the School District in a field for which the teacher holds a provisional license, as defined by the Professional Educator Licensing and Standards Board (PELSB), unless that exercise of seniority results in the placement on ULA of another teacher who also holds a provisional license in the same field.

Section 3. Notice to Teachers: Following School Board action on discontinued positions and School Board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- A. States the applicable grounds for the proposed placement;
- B. Provides notice to the teacher of the teacher's right to request a hearing on the proposed placement within fifteen (15) days from the receipt of the notice; and
- C. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's ULA placement action.

Section 4. Right to a Hearing and Decision: Teachers proposed for placement on ULA pursuant to School Board action shall be entitled to request a hearing to challenge the proposed placement pursuant to the grievance procedure in this Agreement commencing at the arbitration level.

Section 5. Final School Board Action: Final School Board action to place a teacher on ULA must take place prior to July 1. Final School Board action must not occur before notice to the teacher as requested above and acquiescence or notice to the teacher as required above and the arbitrator decision.

Section 6. Reinstatement: A teacher placed on ULA shall have rights to reinstatement for a period of five (5) years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on ULA must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the School District in fields in which they are licensed and qualified. Reinstatement must be in the inverse order of placement on ULA. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on ULA. A teacher on ULA does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on ULA from, or when they refuse an offered position.

Section 7. Vacancies and Notification: No new teacher at any license tier shall be hired by the School District while any qualified teacher is on ULA in that field of licensure unless the teacher fails to advise the School Board of their desire to accept the position within fifteen (15) days of the date of written notification that a position is available to that teacher on ULA. The School District will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on ULA unless the position has been offered to and rejected by the teacher on ULA. Failure to accept, in writing, within the fifteen (15) day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement.

Section 8. Benefits While on ULA: Teachers placed on ULA shall remain eligible for participation in the School District's group insurance programs at their own expense for as long as allowed by law.

Section 9. Employment Rights During ULA: A teacher placed on ULA may engage in teaching or any other occupation during the period of this ULA.

Section 10. TRA and Service Credits: The ULA must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of experience. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the School Board and the teacher. Any agreement to mutually modify continuing contract rights must be in

writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modification being finalized.

Section 11. Unemployment Benefits While on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on ULA to receive unemployment benefits if otherwise eligible.

Section 13. Preparation of Seniority Lists:

Subd. 1. Posting and Preparing Seniority and Licensure Lists: Each school year, the School District shall create and post a seniority and licensure list by November 5. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the School District and email notifications will be provided to teachers when the list is initially posted.

Subd. 2. Request for Change: Any teacher with a correction or omissions with the seniority and licensure list shall have twenty (20) business days from the date of the posting to provide a written request to the District superintendent for a change to the seniority and licensure list. Such seniority lists, if not challenged within twenty (20) business days, shall become the official seniority lists.

Subd. 3. Final List: Within ten (10) business days after request for change period has ended, the School District will prepare and post a final seniority and licensure list. The final list shall be posted in all school buildings and the final list shall be binding on the School District and any teacher.

Section 14. Vacancies and Postings: Whenever a teaching position becomes available for assignment, the School District shall post, for a minimum of two (2) weeks, notice to the available position(s). Postings will be made in each building. Posting requirements shall not apply in cases where teachers on ULA have a right to positions that become vacant.

Section 15. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

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

Section 2. Filing a Grievance: The grievance shall be filed by the aggrieved teacher(s). (See Appendix E – Grievance Filing Form).

Section 3. Representatives: The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent desired by such party to act in their behalf.

Section 4. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all days except Saturday, Sunday, and designated holidays by state law.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a dated postmark of the United States Mail or by a dated e-mail within the time period.

Section 5. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 6. Adjustment of Grievance: The School District and the teacher (s) shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report findings and recommendations to the School Board. The School Board shall then render its decision.

Section 7. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative(s) notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Within ten (10) days after notification of review, the School Board shall issue its decision in writing to the parties involved.

Section 8. Denial of Grievance: Failure by the School District to issue a decision within the time periods provided in this article shall constitute a denial of the grievance and shall automatically constitute an appeal to the next level.

Section 9. Arbitration Procedure: In the event that the teacher(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt



to agree upon the selection of an arbitrator. If no agreement is reached, either party may request the Commissioner of the Bureau of Mediation Services to furnish a list of five (5) names and the parties shall select, within twenty (20) days of receipt of the list, a mutually acceptable arbitrator to hear and decide the grievance.

Subd. 4. Hearings: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. .

Subd. 6. Expenses: Each party shall bear its own expense in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, and any other expenses which the parties mutually agreed are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure.

Subd. 8. Grievance Mediation: Before entering into arbitration, the parties may mutually agree to utilize grievance mediation through the Bureau of Mediation Services.

## **ARTICLE XV EARLY CHILDHOOD FAMILY EDUCATION TEACHERS**

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

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

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the

unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure in ARTICLE XIV.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers. ECFE teachers laid off will have recall rights for a period of five (5) years.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule (Appendix G), which will increase at the same percentage as the Agreement and will include annual step increases.

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

ARTICLE I	Purpose
ARTICLE II	Recognition of Exclusive Representative
ARTICLE III	Definitions
ARTICLE IV	School District Rights
ARTICLE V	Teacher Rights
ARTICLE VIII	Severance Pay and 403(b) Annuity
ARTICLE X	Leave of Absence
ARTICLE XIV	Grievance Procedure
ARTICLE XV	Early Childhood Family Education Teachers
ARTICLE XVI	Duration

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

ARTICLE VI	Basic Schedule and Rates of Pay
ARTICLE VII	Extra Compensation
ARTICLE IX	Group Insurance
ARTICLE XI	Hours of Service
ARTICLE XII	Length of the School Year
ARTICLE XIII	Unrequested Leave of Absence

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year:

A. Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

B. Prep time, set-up and take down time: assignment of classes shall include preparation time of thirty (30) minutes per assigned class. In addition, set-up and take down time shall be allotted for each assigned class as thirty (30) minutes before class and thirty (30) minutes after class.

## **ARTICLE XVI DURATION**

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

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative of the teachers. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract terms whether or not referred to in this agreement shall not be open for negotiation during the term of this Agreement, including filed or pending grievances, except by mutual agreement.


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

Section 5. Signed Copies: There shall be three (3) signed copies of this Agreement; one (1) for the School Board, one (1) for the Minnewaska Teachers' Association, and one (1) for the Superintendent.

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

Minnewaska Teachers' Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief MTA Negotiator

Dated this 26 day of April 2022

Independent School District 2149

  
\_\_\_\_\_  
Chairman of the School Board

  
\_\_\_\_\_  
School Board Clerk

  
\_\_\_\_\_  
School Board Negotiator

Dated this 25 day of April 2022

**APPENDIX A**  
**SALARY SCHEDULE**

**2021-2022 School Year**

<b>2021-22</b>								
<b>Step</b>								
<b>(SEM)</b>	<b>BS</b>	<b>BS+10</b>	<b>BS+20</b>	<b>BS+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
<b>Step</b>								
<b>(QTR)</b>	<b>BS</b>	<b>BS+15</b>	<b>BS+30</b>	<b>BS+45</b>	<b>BS+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	43,170	44,331	45,595	46,859	50,757	51,579	52,380	53,872
2	44,997	46,220	47,546	48,875	52,886	53,758	54,602	56,094
3	46,821	48,103	49,501	50,892	55,016	55,935	56,832	58,320
4	48,645	49,990	51,451	52,912	57,151	58,114	59,051	60,543
5	50,472	51,880	53,403	54,931	59,281	60,292	61,279	62,768
6	52,297	53,765	55,355	56,946	61,409	62,470	63,501	64,988
7	54,120	55,651	57,308	58,968	63,541	64,650	65,724	67,212
8	55,952	57,536	59,261	60,986	65,672	66,708	67,949	69,436
9	57,774	59,425	61,212	63,001	67,801	69,004	70,175	71,663
10	59,778	61,310	63,166	65,023	69,936	71,182	72,398	73,887
11	61,318	63,995	65,940	67,883	73,007	74,410	75,593	77,095
12	-	65,643	67,638	69,630	74,892	76,230	77,542	79,084

**2022-2023 School Year**

<b>2022-23</b>								
<b>Step</b>								
<b>(SEM)</b>	<b>BS</b>	<b>BS+10</b>	<b>BS+20</b>	<b>BS+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
<b>Step</b>								
<b>(QTR)</b>	<b>BS</b>	<b>BS+15</b>	<b>BS+30</b>	<b>BS+45</b>	<b>BS+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	44,465	45,661	46,963	48,265	52,280	53,126	53,951	55,488
2	46,347	47,607	48,972	50,341	54,473	55,371	56,240	57,777
3	48,226	49,546	50,986	52,419	56,666	57,613	58,537	60,070
4	50,104	51,490	52,995	54,499	58,866	59,857	60,823	62,359
5	51,986	53,436	55,005	56,579	61,059	62,101	63,117	64,651
6	53,866	55,378	57,016	58,654	63,251	64,344	65,406	66,938
7	55,744	57,321	59,027	60,737	65,447	66,590	67,696	69,228
8	57,631	59,262	61,039	62,816	67,642	68,709	69,987	71,519
9	59,507	61,208	63,048	64,891	69,835	71,074	72,280	73,813
10	61,571	63,149	65,061	66,974	72,034	73,317	74,570	76,104
11	63,158	65,915	67,918	69,919	75,197	76,642	77,861	79,408
12	-	67,612	69,667	71,719	77,139	78,517	79,868	81,457

**APPENDIX B**  
**EXTRA-CURRICULAR ASSIGNMENT SCHEDULE**

No Community volunteers will be used to perform the extra-curricular assignments listed below.

**Tier I**

<u>Level 1-11.5%</u>	<u>Level 2 - 8.6%</u>	<u>Level 3 -7.5%</u>	<u>Level 4 - 5.0%</u>
Head Football	Asst. Varsity	9th Grade	Jr. High 8th Gr.
	Junior Varsity		Jr. High 7th Gr.
Head Girls V.B.	Asst. Varsity	9th Grade	Jr. High 8th Gr.
	Junior Varsity		Jr. High 7th Gr.
Head Boys B.B.	Asst. Varsity	9th Grade	Jr. High 8th Gr.
	Junior Varsity		Jr. High 7th Gr.
Head Girls B.B.	Asst. Varsity	9th Grade	Jr. High 8th Gr.
	Junior Varsity		Jr. High 7th Gr.
Head Wrestling	Asst. Varsity		Jr. High
Head Girls Sw.	Asst. Varsity		Jr. High
Head Boys Sw.	Asst. Varsity		Jr. High
Strength Coach	Fall & Winter		

**Tier II**

<u>Level 1 – 10%</u>	<u>Level 2 - 7.5%</u>	<u>Level 3 - 6.5%</u>	<u>Level 4 - 5.0%</u>
Head Boys Soccer	Asst. Varsity		Jr. High
Head Girls Soccer	Asst. Varsity		Jr. High
Head Dance	Asst. Varsity		Jr. High
Head Baseball	Asst. Varsity	9th Grade	Jr. High 8th Gr.
	Junior Varsity		Jr. High 7th Gr.
Head Girls S.B.	Asst. Varsity	9th Grade	Jr. High 8th Gr. Jr. High 7th Gr.
Head Boys Track	Asst. Varsity		Jr. High
Head Girls Track	Asst. Varsity		Jr. High
Cross Country	Asst. Varsity		Jr. High
Strength Coach	Spring		

**Tier III**

<u>Level 1 - 8.5%</u>	<u>Level 2 - 6.4%</u>	<u>Level 3 - 5.5%</u>	<u>Level 4 - 5%</u>
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**Tier IV**

<u>Level I - 7.0%</u>	<u>Level 2 - 5.2%</u>	<u>Level 3 - 4.6%</u>	<u>Level 4 - 4.0%</u>
Head Trap Shooting			
Head Boys Tennis	Asst. Varsity		Jr. High
Head Girls Tennis	Asst. Varsity		Jr. High
Head Boys Golf	Asst. Varsity		Jr. High
Head Girls Golf	Asst. Varsity		Jr. High
Speech Coach	1st Asst.	2nd Asst. (split)	Jr. High

**Other Activities**

Yearbook Advisor	7.0	Debate Coach	7.0
Knowledge Bowl Advisor	2.2	School Paper Advisor	2.2
Laker Corporation	3.0	Drivers Training	3.0
B.P.A.	3.0	Drum line	2.2
Cheerleading Advisor	7.0	Secondary Music Asst	3.0
National Honor Society	2.5	Sophomore Class Advisor	1.1
Vocal Music (Secondary)	7.0	FLA	3.0
Instrumental Music	10.0	Math Club	2.0
Elem. Music Programs (year)	1.0	Science Club	2.0
Student Council Senior High	2.5	Computer Club	2.0
Student Council Junior High	1.1	Art Club	2.0
Senior Class Advisor	4.0	Web Page advisor	6.0
Junior Class Advisor (Prom)	2.0	Mock Trial	2.2
Musical Director (per play)	8.0	Math Counts	2.0
Musical Asst. Director	3.9	History Day Advisor	2.0
FFA advisor	7.0	Homecoming Advisor	1.0
Play Director (per play)	4.5	One-Act Play	2.9

Coaches will receive credit for steps while their salaries are frozen but will not receive an increase in salary until the schedule catches up.

<u>2021-2022 Salary Schedule</u>		<u>2022-2023 Salary Schedule</u>	
<u>Steps</u>	<u>B.S. +10</u>	<u>Steps</u>	<u>B.S. +10</u>
3	48,103	3	49,546
4	49,990	4	51,490
5	51,880	5	53,436
6	53,765	6	55,378
7	55,651	7	57,321
8	57,536	8	59,262
9	59,425	9	61,208
10	61,310	10	63,149

## APPENDIX C

### EXTRA DUTY REIMBURSEMENT

This rate of pay will be indexed with APPENDIX A each year.

1. A payment of \$34.52 per event in 2021-2022 and \$35.55 per event in 2022-2023 will be paid to teachers for services performed while chaperoning buses, serving as official scorers and timers at Athletic Contests, ticket takers and sellers, and officials for Junior High Athletic contests. The School District may seek community volunteers to perform the duties listed in this section. If community volunteers cannot be found to perform such duties, teachers may be assigned and will be paid the amount listed in APPENDIX C for the performance of those duties.

Effective Date: July 1, 1991

2. Summer School teachers shall be reimbursed on a prorated basis from their regular pay.
3. When it becomes necessary for regular full-time teachers to teach homebound or be called upon to substitute for another teacher during an assigned preparation period, the teacher shall be reimbursed at the rate of \$38.24 per clock hour in 2021-2022 and \$39.39 per clock hour in 2022-2023. When it becomes necessary for elementary teachers to keep students during their preparation time due to a teacher absence not being filled, the teacher shall be paid at their regular hourly rate of pay.
4. When it becomes necessary for part-time teachers to substitute for another teacher, the teacher shall be paid at their regular hourly rate of pay.
5. Staff Development activities will be paid at the rate of \$31.75 per hour in 2021-2022 and \$32.71 per hour in 2022-2023.
6. A payment of \$26.41 per hour in 2021-2022 and \$26.41 per hour in 2022-2023 will be paid to teachers who teach Targeted Services classes. Targeted Services classes may be offered provided there is an average of nine (9) students per class. Targeted Services rates do not index with APPENDIX A, but will reflect actual allowed reimbursement rates.
7. Additional non-teaching duties, such as detention, Saturday school, and computer lab supervision, not covered in other sections of this Agreement will be compensated at \$22.86 per hour in 2021-2022 and \$23.54 per hour in 2022-2023.
8. Staff Development activities occurring outside the regular workday, including mandatory training pre-approved by the building Principal or Superintendent, will be compensated at staff development rate of pay.
9. Special education teachers may request to have a substitute to allow them to complete paperwork. The decision to hire a substitute is at the discretion of the building principal.
10. Members of the District Leadership Team (DLT) and members of the Building Leadership Team (BLT) will be paid at the staff development rate of pay for work completed outside the school day and outside contract days.



## **APPENDIX D**

### **SALARY SCHEDULE FOR TITLE I/READING RECOVERY TEACHERS**

This rate of pay will be indexed with APPENDIX A each year.

Each step past the first level represents one (1) year of half-time experience.

<b><u>STEP</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
1	24.98 per hour	25.73 per hour
2	25.52 per hour	26.29 per hour
3	25.94 per hour	26.71 per hour
4	26.31 per hour	27.10 per hour
5	26.69 per hour	27.49 per hour
6	27.04 per hour	27.85 per hour
7	27.41 per hour	28.23 per hour
8	27.78 per hour	28.61 per hour
9	28.13 per hour	28.97 per hour
10	28.53 per hour	29.39 per hour
11	28.85 per hour	29.72 per hour

Title I teachers' number of workdays is based upon allocation of Federal funds.

## APPENDIX E

### GRIEVANCE FILING FORM

Was there an attempt to settle informally?

Date of Filing: \_\_\_\_\_

State: \_\_\_\_\_

Level I: \_\_\_\_\_

Level II: \_\_\_\_\_

Level III: \_\_\_\_\_

Administrator concerned: \_\_\_\_\_

1. Grievant: \_\_\_\_\_

2. Position: \_\_\_\_\_ Building: \_\_\_\_\_

3. Agreement provision allegedly violated: \_\_\_\_\_

\_\_\_\_\_

4. Date, time, and place of occurrence: \_\_\_\_\_

\_\_\_\_\_

5. Statement of grievance including events and conditions and person responsible: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Settlement requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature (Aggrieved)

7. Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Copies to:  
Aggrieved Party  
Principal  
Superintendent

## APPENDIX F

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: MINNEWASKA AREA SCHOOLS ISD #2149

SUBJECT: Notice of Assignment and Salary for \_\_\_\_\_ School year

1. Your basic Assignment is: \_\_\_\_\_
2. Pursuant to the provisions of the Teachers' Agreement, your salary for basic service is:  
Salary:                      Step:                      Lane:
3. A change of assignment after May 1 shall require a written notice notifying the teacher of the intent to change assignment. Said notice shall be issued thirty (30) days prior to said change.

\_\_\_\_\_  
OFFICIAL'S SIGNATURE

In those years where negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Agreement, if any.

## APPENDIX F-1

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: MINNEWASKA AREA SCHOOLS #2149

SUBJECT: Notice of Extra-Curricular Assignment and Salary for \_\_\_\_\_ School Year.

You have been assigned the following extra assignment(s) at the specified additional compensation pursuant to the provisions of the Teachers' Agreement:

Assignment:	Compensation:	Step:
Assignment:	Compensation:	Step:
Assignment:	Compensation:	Step:
Assignment:	Compensation:	Step:

Your total extracurricular salary, exclusive of fringe benefits is:

A change of assignment after May 1 shall require a written notice notifying the teacher of the intent to change assignment. Said notice shall be issued thirty (30) days prior to said change.

\_\_\_\_\_  
OFFICIAL'S SIGNATURE

In those years where negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Agreement, if any.

## APPENDIX G

### ECFE TEACHER SALARY SCHEDULE

APPENDIX G will be indexed with APPENDIX A each year.

<u>STEP</u>	<u>YEAR</u>	
	<u>2021-2022</u>	<u>2022-2023</u>
1	32.70	33.68
2	33.42	34.43
3	33.95	34.97
4	34.53	35.56
5	35.00	36.05
Director/Lead Teacher	37.96	39.09

Sick leave:

ECFE Director/Lead Teacher: 40 hours

ECFE Teacher: 24 hours

All unused hours will accumulate.

ECFE positions are hourly. ECFE teachers do not receive any mileage between buildings.

