

AGREEMENT

between

GOODHUE COUNTY EDUCATION DISTRICT

DISTRICT NO. 6051-61

AND

EDUCATION MINNESOTA - GOODHUE COUNTY EDUCATION DISTRICT,

LOCAL NO. 4583

FOR

2021-2022 and 2022-2023

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ARTICLE I

PURPOSE

SECTION 1. PARTIES: This Agreement is entered into between Goodhue County Education District, Red Wing, Minnesota, hereinafter referred to as the Education District, and the Education Minnesota - Goodhue County Education District, Local No. 4583, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the Education District recognizes Education Minnesota - Goodhue County Education District, Local No. 4583, as the exclusive representative of teachers employed by the Education District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all the teachers of the Education District as defined in this Agreement and in the PELRA.

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 Education District payment of or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the Education District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the Education District. “Terms and conditions of employment” are subject to the provisions of the PELRA.

SECTION 2. TEACHER: The word, “teacher,” shall mean all persons in the appropriate unit employed by the Education District in a position for which the person must be licensed by the state of Minnesota, but shall not include Executive Director, Director, Assistant

Director or Coordinator who devotes more than 50% of his/her time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, or other employees excluded by law.

SECTION 3. EDUCATION DISTRICT: For purposes of administering this Agreement, the term, "Education District," shall mean the Education District Board or its designated representative(s).

SECTION 4. DIRECTOR: The word, "Director," shall mean the Education District Executive Director who is the chief administrative officer.

SECTION 5. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

EDUCATION DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the Education District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. EDUCATION DISTRICT BOARD RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of its member school districts.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Education District Board and shall be governed by the laws of the State of Minnesota, and by Education District Board rules, regulations, directives, and orders issued by properly designated officials of the Education District. The exclusive representative also recognizes the right, obligation, and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, and directives, from time to time, as deemed necessary by the Education District Board insofar as such rules, regulations, and directives, are not inconsistent with the terms of this Agreement. The exclusive representative

also recognizes that the Education District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, and directives, or orders, shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the Education District.

ARTICLE V TEACHER RIGHTS

SECTION 1. RIGHT TO VIEWS: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not 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.

SECTION 2. RIGHT TO JOIN: Pursuant to the PELRA, 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 pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the Education District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 24 equal installments, beginning with the first pay period in September.

SECTION 4. PERSONNEL FILES: Pursuant to M.S. 122A.40, subd. 19, all evaluations and files relating to each individual teacher shall be available during regular Education District business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the Education District may destroy such files as provided by law. The teacher shall be notified upon the placement in his/her file of material and/or information which reflects upon his/her professional performance.

SECTION 5. EXCLUSIVE REPRESENTATIVE LEAVE: Six exclusive representative leave days shall be granted with pay per contract period to be used as designated by the exclusive representative for duties in regard to the exclusive representative's organizational needs. Substitute costs will be reimbursed by the exclusive representative. All notifications of use shall be in writing to the Executive Director at least 5 days prior to the absence and shall include names and amount of time off required.

SECTION 6. COMMUNICATING WITH MEMBERS: The Education District agrees to allow the exclusive representative use of its facilities and resources for the purpose of communicating with its members. The Education District's resources include, but are not limited to, the use of email, Education District mailboxes (so long as the union physically distributes the communication in the mailbox), a designated bulletin board for the exclusive representative, and the telephone system. The exclusive representative agrees that it will not use such resources to disturb or interfere with the educational process.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

SECTION 1. BASIC COMPENSATION:

Subd. 1. 2021-2022 Rates of Pay: The 2021-2022 rates of pay shall be according to SCHEDULE C attached, and teachers shall advance 1 increment on the salary schedule per SECTION 6. below.

Subd. 2. 2022-2023 Rates of Pay: The 2022-2023 rates of pay shall be according to SCHEDULE C attached, and teachers shall advance 1 increment on the salary schedule per Section 6. below.

Subd. 3. Pay Schedule: Teachers shall be paid twice per month on the 15th and 30th, except in February when the second payment will be made on the last day of that month. September 15th shall be the initial payroll date of each school year.

Subd. 4. Longevity: Beginning with the 5th, 10th and 15th, year of full-time teaching service in the Education District and each year thereafter, all eligible teachers shall receive a career increment(s) based on the following schedule:

Years of Service	2021-2022	2022-2023
5-9	\$1100	\$1100
10-14	\$1600	\$1600
15+	\$2100	\$2100

Longevity will be paid out in 24 pay periods.

SECTION 2. SALARY SCHEDULES:

Subd. 1. Status of Salary Schedule: The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is fully ratified.

Subd. 2. Withholding of Salary Increase: An individual teacher's advancement is subject to the right of the Education District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 3. LANE PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

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

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of at least a "B". For a course only offered Pass/Fail Passing grade credits will count. For purposes of this section, 1 semester credit equals 1.5 quarter credits. Salary schedule is labeled in semester credits.

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

Subd. 4. Effective Dates: Individual teaching contracts will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year and February 1 providing a transcript of qualified credits is submitted to the Executive Director's office no later than September 1st and February 1st of each school year. If a transcript is not available, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript. Pay adjustment shall commence with the next pay period; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the Education District and the degree program is approved in writing by the Executive Director in advance.

Subd. 6. Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university.

SECTION 4. NEW TEACHER:

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

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

SECTION 5. EDUCATION DISTRICT DISCRETION: The Education District may, in its sole discretion, compensate teachers above the salary schedule. The Exclusive Representative and Executive Director will meet on or before June 1 of each year to review situations that vary from the salary schedule.

SECTION 6. STEP ADVANCEMENT: A full-time teacher must actually teach a minimum of 47 days in a school year to qualify for a salary step advancement. A part-time teacher must teach the entire school year for step advancement.

SECTION 7. PAY DEDUCTIONS: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

SECTION 8. SUBSTITUTE TEACHERS: Substitute teachers who are members of the bargaining unit shall be compensated at a rate not less than Education District policy. If a long term substitute replaces the same teacher for more than 30 working days, the long term substitute is included in the bargaining unit.

SECTION 9. PAYMENT FOR SUMMER WORK: All teachers working on curriculum writing shall be paid \$40 per hour. All teachers working extended school year programs shall be paid \$40 per hour. All curriculum writing hours need prior, written approval from the Executive Director.

SECTION 10. ADDITIONAL COMPENSATION FOR SCHOOL PSYCHOLOGISTS, SPEECH LANGUAGE PATHOLOGISTS, OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS: As stated in Article VI, Section 5 of this Master Agreement, the Education District may at its sole discretion compensate a teacher at a rate different from that prescribed on the Teacher Salary Schedule. The Education District will pay additional compensation to School Psychologists, Speech Language Pathologists, Occupational Therapists and Physical Therapists in accordance with the descriptions below: A school psychologist speech language pathologist, occupational therapist or physical therapist will be granted a 'signing bonus' in the amount of \$5,000 to be paid in equal installments during the teacher's first year of service to the Goodhue County Education District. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist or physical therapist successfully completing his/her first year of service to the Goodhue County Education District will receive additional compensation of \$10,000 paid in equal installments during the teacher's second year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist or physical therapist successfully completing her/his second year of service to the Goodhue County Education District will receive additional compensation of \$15,000 paid in equal installments during the teacher's third year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist or physical therapist successfully completing his/her third year of service to the Goodhue County Education

District will receive additional compensation of \$20,000 paid in equal installments during the teacher's fourth year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist or physical therapist successfully completing his/her fourth, fifth, sixth, seventh, eighth and ninth years of services to the Goodhue County Education District will also receive additional compensation of \$20,000 per year paid in equal installments during each of the teacher's successive years of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist or physical therapist successfully completing his/her tenth and successive years of service to the Goodhue County Education District will also receive additional compensation of \$24,000 per year paid in equal installments during each of the teacher's successive years of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule.

SECTION 11. DAILY RATE: A teachers daily rate shall be their salary divided by the number of contract days.

ARTICLE VII GROUP INSURANCE

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the Education District as provided by law subsequent to the Education District Board's review of the insurance committee input.

SECTION 2. HEALTH, HOSPITALIZATION, DENTAL, LONG-TERM DISABILITY (LTD), AND LIFE INSURANCE:

Subd. 1. Single or Family Coverage: The Education District shall contribute the sum as reflected in SCHEDULE B, attached hereto, toward the premium for individual, individual + one (for Dental only), or family coverage for each full-time teacher employed by the Education District who qualifies for and is enrolled in the Education District's group health, hospitalization, and dental insurance plans. If the actual premium is less than the stated amount, the contribution difference shall be retained by the Education District Board.

Subd. 2. LTD Insurance: The Education District will contribute the full amount per teacher per month for payment of LTD insurance premiums.

Subd. 3. Life Insurance: The Education District will contribute the full cost of the premium for a \$75,000 life insurance policy per eligible teacher.

SECTION 3. CLAIMS AGAINST THE EDUCATION DISTRICT: The Education 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 Education District as a result of a denial of insurance benefits by an insurance carrier.

SECTION 4. DURATION OF INSURANCE CONTRIBUTION: A teacher is eligible for an Education District contribution as provided in this article as long as the teacher is employed by the Education District and on paid status. Upon termination of employment during the school year, all Education District participation and contribution shall cease, effective on the last working day. If termination of employment occurs at the end of the school year, a teacher's participation in the Education District's group health, hospitalization, and dental insurance plans shall continue until August 31st of that year. All other group insurance coverage provided by the Education District shall cease on the last working day. Continuance of group health, hospitalization, and dental insurance coverage at the terminated teacher's expense will be in accordance with Federal and State laws.

SECTION 5. ELIGIBILITY: For the purposes of this section, a full-time teacher shall be one regularly contracted at least .8 FTE during a regular school year. Part-time teachers who are employed an average of at least 20 hours per week and 93 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. This stipulation must be subject to the insurance carrier's limitation.

SECTION 6. SERVICE RECOGNITION: Teachers who retire under this agreement and were hired by the Education District or the Wasioja Cooperative before 7/1/1989 shall receive an annual contribution totaling \$1500 per year for a total of 8 years towards health insurance. This benefit shall be part of subsequent total-package, calculated settlements.

ARTICLE VIII

LEAVES OF ABSENCE

All leave shall be taken in half or full day increments unless Substitute Payment System described in Article IX, Sect. 3, Subd. 2 is used.

SECTION 1. SICK LEAVE:

Subd. 1. Earning: A full-time teacher shall earn sick leave at the rate of 10 days each year of service in the employ of the Education District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 165 days of sick leave per teacher.

Subd. 3. Use: Sick leave use is defined in MN Statute 181.9413. A teacher may use sick leave provided by the Education District for absences due to an illness or injury to the teacher's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the teacher is able to use sick leave benefits for the teacher's own illness or injury.

The Education District may limit the use of sick leave benefits provided by the employer for absences due to an illness of or injury to the teacher's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in MN Statute 181.9413.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Subd. 4. Medical Certificate: The Education District may require a teacher to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law as evidence of illness,

indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Deductions: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 6. Approval: Sick leave pay shall be approved only upon following sick leave procedures in the Education District Staff Handbook.

SECTION 2. SICK LEAVE BANK: Teachers who have a significant illness or have a spouse or child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, with a significant illness may utilize any available days from the sick leave bank, as provided below. For purposes of both donation of sick leave days and benefits as described below, a “day” is defined as the teacher’s FTE percentage at the time he/she donated to the bank.

Subd.1. Significant Illness: A “significant illness” is defined as a medical or psychological condition that causes the teacher to be absent from his/her teaching duties for 30 or more continuous contract days. Certification of “significant illness” by a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law is required.

Subd. 2. Donation: The sick leave bank will be created as the result of each teacher, on a voluntary basis, donating 1 of his/her paid sick days each school year.

Subd. 3. Use: All teachers will have 1 opportunity at the beginning of every school year to donate to the sick leave bank. Only teachers who donate to the bank may receive benefits from it. Teachers who were eligible for benefits prior to taking an approved leave of absence will continue to be eligible upon returning from leave. Except as defined in Subd. 5. below, days may not be designated for use by a specific teacher.

Subd. 4. Administration: The sick leave bank will be administered by a committee comprised of 2 representatives from the Education District, 1 of whom shall be the Executive Director or his/her designee, and 2 representatives from the exclusive representative, 1 of whom shall be the president or his/her designee. Among its duties, this committee will be responsible for explaining the sick leave bank to teachers and providing them with sufficient advance notice and opportunity to determine whether to participate in the bank. All teachers will notify the Education District in writing of their decision to either participate or not participate in

the bank. Sick leave benefits from the bank will be awarded in increments of 5 days; provided, however, that the teacher may return to work sooner, and the unused days will be returned to the bank. A teacher may not receive more than 60 days from the sick leave bank during any rolling 5-year period.

Subd. 5. Limit: Notwithstanding the amount of benefit allowed from the sick leave bank, an eligible teacher may not receive more days than are in the bank, so the bank may be drawn down only to 0 days and may not be in arrears. However, in cases of special need, teachers may voluntarily contribute additional days and designate those days for the use of a particular teacher.

SECTION 3. SICK DAY TRANSFER TO A HEALTH SAVINGS ACCOUNT

Teachers, who have at the end of the contracted year, 17 or more accumulated sick leave days, reserve the right to sell up to 4 days back to the Education District each school year. Value of each sick leave day will be calculated using the teacher's daily rate (1/186th of the teacher's annual salary) for that contract year. Teachers electing to make this transfer will submit the request by the last student day. If teachers do not submit a request, no exchange for that contracted year will be made.

SECTION 4. WORKERS' COMPENSATION: Pursuant to M.S. 176, a teacher injured on the job in the service of the Education District and collecting workers' compensation insurance may draw sick leave and receive full salary from the Education 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 5. BEREAVEMENT LEAVE: Up to 5 days of leave shall be allowed, for a death in the teacher's immediate family. No deductions will be made for the first 3 days; however, the next 2 days shall be deducted from accrued sick leave days.

Subd. 1. Immediate Family: For bereavement leave, "immediate family" is defined as teacher and /or spouse and the following related to either: child and spouse, stepchild and spouse, ward, guardian, parent, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, uncle, aunt, nephew, and niece.

Subd. 2. Executive Director's Discretion: Up to 2 sick leave days may be granted at the discretion of the Executive Director for illness, disability, or death of a close friend or other relative not specified in the subdivision above.

SECTION 6. PERSONAL LEAVE:

Subd. 1. Use: Each full-time teacher shall be granted 3 personal leave days per year to be used without explanation by the teacher and with the consent of the Education District. These days shall be non-accumulative. Notice of intent to use personal leave must be made in writing to the Executive Director at least 3 days in advance, when possible. At any time, no more than 2 teachers from the River Bluff Education Center, who require a substitute, can be out on personal leave with a limit of 4 total for the Education District.

Subd. 2. Requests: Requests for personal leave must be made in writing to the Executive Director at least 3 days in advance, whenever possible. The Education District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have prior, written approval.

Subd. 3. Limitation: A personal leave day shall not be granted for the first and last days of the school year or on professional development days. Any exception shall be subject to the written approval of the Executive Director.

Subd. 4. Pay for Unused Personal Leave: Teachers who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at the rate of \$200 per day/\$100 per half day or have the option to roll up to 2 days into the next year's Personal Leave for a maximum of 5 personal days in any one year or have the option to roll all or some of the unused personal leave days into sick leave. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Teachers will submit the request by the last student contact day. If teachers do not submit a request for payment or request to roll personal leave into next year's personal leave, unused personal leave will be rolled into sick leave.

Subd. 5. Return of Personal Leave: When a teacher requests personal leave, and that day(s) becomes a school closure due to weather or other unforeseen reason, and that day is not designated by the Executive Director as an e-learning day, the personal leave will be returned to the teacher. Other requests for return of personal leave will be considered by the Executive Director on a case by case basis.

SECTION 7. CIVIC DUTY LEAVE: For the 2021-2022 and 2022-2023 contract agreement, any teacher who is required, during the regular work day, to attend meetings to which the teacher has been elected or appointed, shall be provided 8 hours of leave with pay for each school year for which the board necessitates the teacher's absence. The teacher shall notify

the education district of the date of intended absence as soon as possible, but no later than two days prior to the date of absence, except in cases of emergencies. All absences are at the discretion of the Executive Director.

SECTION 8. FAMILY MEDICAL LEAVE:

Subd. 1. Purpose: Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible teacher shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per 12-month period in connection with: (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a teacher's spouse, child, or parent, and (4) the teacher's own serious health condition.

Subd. 2. Requests: Requests for leave shall be made to the Executive Director. Teachers must give 30 days' written notice of a leave of absence when practicable. Teachers are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District subject to and in coordination with the health care provider.

SECTION 9. JURY SERVICE: A teacher who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District.

SECTION 10. MILITARY LEAVE: Military leave shall be granted pursuant to applicable law.

SECTION 11. MEDICAL LEAVE:

Subd. 1. Eligibility: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon request, be granted a medical leave of absence, without pay, for up to 1 year. The Education District Board may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a qualified physicians or clinical psychologists, authorized to practice, and performing within the scope of their practice, under state law, written statement outlining the condition of health and estimated time by which the teacher is expected to be able to assume normal responsibilities.

SECTION 12. SHORT-TERM LEAVES OF ABSENCE:

Subd. 1. The Executive Director may grant up to five (5) days of short-term unpaid leave for personal reasons during the teacher's employment with the Education District. Days granted previous to February 13, 2018 will not be counted toward the five (5) day limit.

Subd. 2. Short-term unpaid leave may not be used during the first five (5) duty days or the last five (5) duty days of school or on duty days on which staff development or parent-teacher conferences are scheduled.

Subd. 3. Teachers must exhaust their personal leave in a given year prior to taking any unpaid leave.

Subd. 4. Additional short-term unpaid leave may be granted to a teacher at the discretion of the Executive Director. The Executive Director may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the teacher's control.

Subd. 5. Teachers must submit to the Executive Director a written request for short-term leave 30 days before such leave is taken.

SECTION 13. GENERAL LEAVES OF ABSENCE:

Subd. 1. Application: Teachers with a minimum of 3 years of teaching experience in the Education District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Education District Board. Application for the unpaid leave of absence must be submitted by March 1 of the year preceding the beginning of the unpaid leave.

Subd. 2. Purpose: Such leave may be granted by the Education District Board for additional educational experiences, teaching organization activity, service in public office, or other reasons deemed appropriate by the Education District Board.

Subd. 3. Notification: A teacher on such leave shall notify the Education District Board in writing no later than March 1 of the final leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the Education District Board. The Education District Board may also, at its sole discretion, waive the March 1 notice date if it determines special circumstances are involved.

SECTION 14. INSURANCE APPLICATION: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the

beginning of the leave and shall pay to the Education District the monthly premium in advance, but no later than the 25th day of the preceding month.

SECTION 15. CREDIT: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

SECTION 16. ELIGIBILITY: Full leave benefits provided in this article shall apply only to full-time teachers as described in ARTICLES IX and X. Part-time teachers shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE IX HOURS OF SERVICE

SECTION 1. BASIC DAY: The teacher's basic day shall be 8 hours, including a duty-free lunch period, scheduled according to education district board policy or negotiated agreement.

SECTION 2. BUILDING HOURS: The specific hours at an individual building may vary according to the needs of the educational program of the education district to which the teacher is assigned. The specific hours for the teacher will be designated by the Executive Director.

SECTION 3. COMP/ADDITIONAL ACTIVITIES: In addition to the basic day, teachers shall be required to reasonably participate in Education District activities beyond the teacher's basic day as authorized by the Executive Director. The normal duties for teachers include a reasonable share of in-service, staffing, and supervisory activities.

Subd. 1. Compensatory Time: Teachers can earn Compensatory time for duties beyond what is considered normal duties. Compensatory Time includes parent conferences, and other activities approved by the Executive Director. Compensatory Time will be taken as designated on the Education District calendar. Teachers must accrue Compensatory Time to cover designated days before using Compensatory Time for other leave or payout. A record of accrued time will be kept in the main office. Final approval of Compensatory Time is at the discretion of the Executive Director or designee.

Subd. 2. Substitute Compensation System: Teachers covering another teacher's class, in addition to their own assignments, or a teacher providing substitute duty during his/her preparation period may choose either to receive substitute payment at the agreed upon rate below

or bank the substitution time to be used as compensation time. Substitute payment will be paid at the rate of \$30 per hour. The teacher will notify the Education District in writing when he/she wishes to use accumulated compensation time. Compensation time may be taken in hourly increments. Such time will not be granted on the first or last day of school, nor the day before or after a scheduled vacation except at the discretion of the Executive Director when the situation warrants the teacher being absent from school. Three days written notice must be given before the leave will be granted unless extenuating circumstances arise. When submitting Compensation Time, round up or down to the nearest half hour increment. If the time varies from this, the time is at the discretion of the Executive Director.

Subd. 3. Substitute Payment System: After identifying a River Bluff teacher to cover his/her duties, teacher's request hourly leave in the Education District approved leave system (TOC) and document as no substitute needed and alert building administration. The River Bluff teacher who is covering the duty will fill out a Substitute Payment System form. Teachers will not receive substitute pay or compensation time if a class has been canceled due to field trips or for some other reason, nor will they receive substitute pay or compensation time during preparation if they have another vacant period due to a class cancellation.

Subd. 4. Hours of Service: Mandatory Accrual of Compensatory Time: There are mandatory times for accrual of Compensatory time. These include Restrictive Procedures Trainings, Open Houses and Conferences. (a). Restrictive Procedures. Teachers are expected to participate in and pass the Restrictive Procedures Training required in their building. Teachers assigned to the River Bluff Education Center (RBEC) will participate in the refresher course for Professional Crisis Management (PCM) for 8 hours. This time will be put towards the first designated comp day. Teachers will not receive the stipend for that day. Previously certified teachers are required to participate in the refresher course. Teachers not previously certified will participate in the full PCM training and receive a stipend for 2 days. (b). Open Houses and Conferences: For teachers assigned to RBEC, the other 8 hours of compensatory time will be split between Open Houses and Conferences per the calendar. For teachers assigned to member districts, the Executive Director will meet with each teacher individually to set calendars to include contract and comp time. No compensatory time will be accrued until that meeting with the Executive Director or designee has occurred. Meetings must be scheduled prior to the first student contact day unless approval for a later meeting is received in writing from the Executive Director.

Subd. 5. Teachers Assigned to Member Districts. Teachers assigned to member districts will submit a proposed work calendar to the Executive Director prior to the first student day in any one of the districts they are assigned, following the process sent out by the Education District two weeks prior to the first member district's start date. Proposed calendars will include contract and stretch days. No compensatory time will be approved until the staff members calendar has been approved by the Executive Director or designee. Calendars will be approved in the order they are received.

SECTION 4. PREPARATION TIME: During the basic teacher day, 50 minutes of preparation time shall be provided during student contact hours. This time can be accumulated per week and used in larger blocks and/or can be provided in smaller blocks not to be reduced below 20 minutes. Preparation time that varies from the 50 minutes per day model must have the prior written permission of the Executive Director or his/her designee. Compensation, if any, for loss of preparation time shall be determined by the Executive Director and Education District policy.

SECTION 5. EXTENDED SCHOOL YEAR PREPARATION TIME: During the extended school year programming, 2 hours of pre-planning, meeting time/in-service will be allowed. One hour of post-planning time will be allowed. Additional post-planning time may be granted at the Executive Director's discretion. Additionally, 15 minutes of preparation time shall be provided per hour of student contact time on student contact days.

ARTICLE X

LENGTH OF THE SCHOOL YEAR

SECTION 1. ESTABLISHED CALENDAR

Subd. 1. Teacher Duty Days: Prior to June 1 of each school year, the Education District Board shall establish the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the Education District Board, including those legal holidays on which the Education District Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of 186 duty days and 174 student contact days.

Subd. 2. Stretch Calendar: A stretch calendar is defined as a school year calendar from July 1 to June 30 of a given year. Teachers serving ECSE students will have an opportunity to work collaboratively with the Executive Director to create the best individual

stretch calendar for that teacher and the children they serve. Any adjustments to assignments will be communicated with and approved by the Executive Director.

Subd. 3. Due Process Duties: The Education District will offer 4 Due Process Nights per year at 4 hours each with an additional 16 hours that can be flexed for teachers to complete due process responsibilities required in conjunction with their special education caseloads for a total or up to 32 hours for each school year. This due process time shall be used to meet district, state, and federal special education reporting requirements, which are not related to daily instructional preparation. Staff will be paid at the curriculum writing rate for time worked in relation to this subdivision.

Subd. 4. New Staff Academy: Each new teacher will attend a 2 to 3 day Education District training academy outside of the basic school year as defined in Article X Section 1 Subd. 1. Other teachers may be eligible to attend the Academy to receive additional training based on the recommendation of the Executive Director. No current teacher shall be required to attend.

In consideration of the fact that teachers will be attending this training outside of the basic school year and their normal work assignment, licensed teachers will receive pay in the amount of the daily rate for BA/Step 1 as established by Schedule C. The daily rate will be determined based on the basic work year of 186 duty days for a first year teacher. This pay schedule applies only to the Summer Training Academy. Returning teachers who are invited for the Summer Training Academy will be paid their regular daily rate of pay.

The New Staff Academy is contingent upon available funding and will be held at the sole discretion of the Education District.

SECTION 2. MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY:

Subd. 1. Calendar Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District reserves the right to modify the Education District calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the Education District shall determine. However, the teachers' duty days shall not exceed their contracted year.

Subd. 2. Other Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 40 hour week.

Subd. 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week, the Education District shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XI

VACANCIES AND TRANSFERS

SECTION 1. POSTINGS:

Subd. 1. Length of Posting: Open positions will be posted for a minimum of 5 working days or as required by MN Statute and Rule on the Education District website, at River Bluff Education Center, and by notifying teachers through email. Teachers interested in an internal transfer will have 5 working days to follow the notification procedures listed in the posting.

Subd. 2. Transfer: For purposes of the Article XI, SECTION 2 and SECTION 3, a “transfer” is defined as a change in district assignment, grade assignment, , building assignment, and/or program assignment.

Subd. 3. Assignments: As soon as practicable, the Executive Director shall deliver to each teacher and to the Exclusive Representative a schedule of all teacher’s assignments for the following school year. The Exclusive Representative will also receive monthly Education District Board minutes through Boardbook.

SECTION 2. VOLUNTARY TRANSFERS:

Subd. 1. Request: A teacher who wishes to transfer to a position for which he/she is qualified shall file a written request with the Education District per the notification procedures listed in the posting. .

Subd. 2. Notification: For positions beginning the following school year, each transfer applicant shall be notified of the status of his/her application by May 15 or as soon as practicable. For positions that open during a school year, transfer applicants will be notified in a timely manner.

SECTION 3. INVOLUNTARY TRANSFERS:

Subd. 1. Volunteers: Before making an involuntary transfer, the Education District will solicit volunteers. The Education District reserves the right to determine if transfer is acceptable.

Subd. 2. Notice: Notice of involuntary transfer shall be given to the teacher involved as soon as practicable. A list of open teaching positions shall be made available to all

teachers being involuntarily transferred or reassigned. Such teachers may request the positions to which they desire to be transferred in order of preference.

Subd. 3. Meeting: An involuntary transfer shall be made only after a meeting between the teacher involved and the Executive Director, at which time the teacher shall be notified in writing of the reason(s) for the transfer.

ARTICLE XII

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

SECTION 1. PURPOSE:

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

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

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

Subd. 2. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the Education District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

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 Education District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the Education District.

SECTION 3: ULA

Subd. 1. Terms: The Education District Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher’s right to terminate shall

also terminate if the teacher fails to file with the Education District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the Education District Board.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided for in the “Teacher Evaluation Process” required in M.S. 122A.40, Subd. 8. 2) No teacher holding a master’s degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified teacher employed in the same field and subject matter holds less than a master’s degree in the field or subject matter employed. A graduate degree of master’s or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed. 3) No teacher in whom the Education District has invested Education District funds to send to specialized training (i.e, special education or related service licensure or training) shall be placed on ULA if any other qualified teacher employed in the same field and subject matter has less training.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the Education District’s affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the Education District based on criteria including performance, training, experience, skills in special assignments special or advanced certifications obtained in the teacher’s field and subject matter employed, and other relevant factors.

Subd. 6. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular or extra-or co-curricular program, the teacher employed in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the Education District.

Subd. 7. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the Education District earned prior to the commencement of such leave.

SECTION 4. REALIGNMENT: For purposes of placement on ULA or recall from ULA, nothing in the article, shall require the Education district to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2" above, to accommodate the seniority claims of a junior teacher.

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

SECTION 6. REINSTATEMENT:

Subd. 1. Process: No new teacher shall be employed by the Education District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the Education District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the Education District personnel office. Proof of service by the person in the Education District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of

a notice to reach a teacher shall not be the responsibility of the Education District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the Education District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such a ten (10) day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the Education District Board and the qualified teacher.

SECTION 7. ESTABLISHMENT OF SENIORITY LIST:

Subd. 1. Preparation: The Education District Board shall annually on December 1 cause a seniority list by name, date of employment, qualification, and subject matter or field to be prepared from its records. The Education District Board shall thereupon cause such list to be posted in an official place in each school building of the Education District.

Subd. 2. Request for Change: Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Executive Director.

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

SECTION 8. FILING OF LICENSES: In any year in which a reduction of teaching positions is occurring and the Education District Board is placing teachers on ULA, only those licenses actually received in the Executive Director's office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

SECTION 9. EFFECT: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2, Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

SECTION 10. 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 XIII

TIER 2 LICENSED TEACHERS

SECTION 1. STATUTORY CONSIDERATIONS: Pursuant to M.S. 122A.182, a Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, M.S. 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 2 teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1.

SECTION 2. PROBATIONARY PERIOD: Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as provided in M.S. 122A.182.

SECTION 3. LAYOFF: Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on ULA.

SECTION 4. COMPENSATION: Tier 2 teachers will be compensated as provided for in Article VI.

SECTION 5. APPLICABLE SECTIONS OF THE MASTER AGREEMENT: Tier 2 teachers shall be covered by the following articles of the Master Agreement: ARTICLE I, PURPOSE; ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE; ARTICLE III, DEFINITIONS; ARTICLE IV, EDUCATION DISTRICT RIGHTS; ARTICLE V, TEACHER RIGHTS; ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY; ARTICLE VII, GROUP INSURANCE; ARTICLE VIII, LEAVES OF ABSENCE; ARTICLE IX, HOURS OF SERVICE; ARTICLE X, LENGTH OF THE SCHOOL YEAR; ARTICLE XIII, MISCELLANEOUS; ARTICLE XIV, GRIEVANCE PROCEDURE; ARTICLE XV, SUSPENSION WITHOUT PAY; ARTICLE XVI, DURATION.

SECTION 6. SECTIONS OF THE MASTER AGREEMENT NOT APPLICABLE:

Tier 2 teachers shall not be eligible for the following articles of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers: ARTICLE XV, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT.

**ARTICLE XIV
MISCELLANEOUS**

SECTION 1. MEET AND CONFER: The parties agree to be available to meet at least 3 times per year to discuss matters relating to employment which are not terms and conditions of employment.

SECTION 2. INDIVIDUAL TEACHER CONTRACT: All individual teacher contracts shall be issued in accordance with Minn. Stat. 122A.40, Subd. 3.

SECTION 3. TEACHERS AS TRAINERS: GCED recognizes the commitment of teachers supporting the ongoing training needs within GCED and its member districts. Teachers will be assigned and compensated for this work as follows:

Subd. 1 Assignment: When districts have a specific training need, such as Behavior Tools, The Education District will communicate via email to all trainers the need for training on a specific date. Teachers should respond indicating interest and availability. The Education District will confirm your availability with your site administrator and the Executive Executive Director. Their approval is necessary before you will be assigned to a training. Once approved, the Education District will confirm with you.

Subd. 2 Compensation: Stipends for Non-contract Day will be \$300 (or the Teacher's Daily Rate, whichever is greater) for a full day and \$150 for a half day. Stipends for a Contract Day are \$150 for a full day and \$75 for a half day. Those staff that are PCM trainers for the 3 day full certification training will receive the contract day stipend of \$150 plus 8 hours of compensatory time to be put towards the first compensatory day, the remaining 2 days will receive the non-contract day stipend of \$300/day (or the Teacher's Daily Rate, whichever is greater).

Subd. 3 Compensation For Training To Become a Trainer: Stipends for Non-contract day will be \$300 (or the Teacher's Daily Rate, whichever is greater) for a full day and \$150 for a half day or the teacher may have the choice of adding up to 2 personal days. Stipends for a Contract Day are \$150 for a full day and \$75 for a half day.

Subd.4 Approved Trainings: Current approved training includes, but is not limited to: Behavior Tools, Boystown, CPI, Daily 5/Cafe, LSCI, Mental Health First Aid, PCM.

ARTICLE XV GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by a teacher, group of teachers and/or the exclusive representative resulting in a dispute or disagreement between the teacher, group of teachers and/or the exclusive representative and the Education District as to the interpretation of the application or terms and conditions contained in this Agreement.

SECTION 2. REPRESENTATION: The teacher, group of teachers, may represent themselves during the informal level and Levels I, II, and III of the Grievance Procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to arbitration. The administrator or Education District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written 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 week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures 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 a Saturday, a Sunday, or a legal holiday designated by state law, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday designated by state law.

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

SECTION 4. TIME LIMITATION AND WAIVER: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Education District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the Education District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The Education District and the teacher, group of teachers, and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Education District's designee shall give a written decision on the grievance to the parties involved within 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 Executive Director provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director, the Executive Director or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Executive Director 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 Education District Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the Education District Board, the Education District Board shall set a time to hear the grievance within 20 days after the meeting. The Education District Board shall issue its decision in writing to the parties involved. At the option of the Education District Board, a committee or representative(s) of the Education District Board may be designated by the Education District Board to hear the appeal at this level and report the findings and recommendations to the Education District Board. The Education District Board shall then render its decision.

SECTION 6. EDUCATION DISTRICT BOARD REVIEW: The Education District Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Education District Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the Education District Board reviews a grievance under this section, the Education District Board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the Education District Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the Exclusive Representative and the Education District are unable to resolve any grievance, the grievance may be submitted to arbitration by the Exclusive Representative as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the Executive Director within 10 days following the decision in Level III above.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the Executive Director, the submission of the grievance which shall include the following:

- (1) the issues involved,
- (2) statement of the facts,
- (3) position of the grievant,
- (4) the written information relating to Section 5. above.

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

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid for equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the Education District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVI

SUSPENSION WITHOUT PAY

DISCIPLINE, SUSPENSION, AND DISMISSAL OF EDUCATION DISTRICT

EMPLOYEES: Progressive discipline procedures are covered in Education District Policy 403.

SECTION 1. WITHOUT PAY: A teacher may be suspended without pay for reasons addressed in M.S. 122A.40.

SECTION 2. NOTICE: Suspension shall take effect upon the teacher's receipt of written notification from the Executive Director, stating the grounds for suspension together with a statement that the teacher may make a written request within 5 work days after receipt of such notification for a hearing before the Education District Board to review the suspension. If no hearing is requested within such 5-work-day period, the teacher shall be deemed to have acquiesced to the suspension.

SECTION 3. HEARING: If the teacher requests a hearing within the 5-work-day period, the hearing shall take place within 10 work days after receipt of the request for hearing. At the option of the Education District Board, the hearing may be by a committee or a designated representative of the Education District Board. The Education District Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the Education District Board. The teacher shall be notified of the date, time, and place of the hearing, and the Education District Board shall issue its decision within 10 work days after the conclusion of the hearing.

SECTION 4. GRIEVANCE: The decision of the Education District Board shall be subject to the grievance procedure commencing at the arbitration level, provided written notification requesting arbitration is received by the Executive Director within 5 work days after receipt of the Education District Board's decision.

ARTICLE XVII

DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS: The Agreement shall remain in full force and effect for period commencing upon the date of its execution through June 30, 2019, and thereafter as provided by the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent to the other party no later than May 1, 2023. If such notice is not timely served, the Education District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

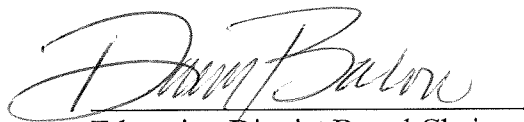
SECTION 2. EFFECT: This Agreement constitutes the full and complete Agreement between the Education District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and Education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

SECTION 3. FINALITY: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

For: **The Education District Board:**



Education District Board Chair

Date 5/9/22

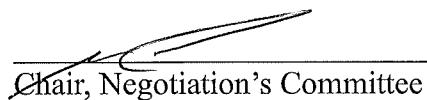

Education District Board Officer of Business Affairs

Date 5/12/2022

For: **The Exclusive Representative:**


President

Date 5-12-22


Chair, Negotiation's Committee

Date 5-12-22

SCHEDULE A

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the teacher's contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

<u>Years of Teaching Service in the Education District</u>	<u>Education District Match</u>
0-3	\$750
4-10	\$1200
11-20	\$1500
21+	\$2500.

The Education District's matching contributions in this section will be fully vested upon the teacher completing four (4) years of service. Any Education District matching contributions for teachers who leave prior to vesting will revert back to the Education District.

2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.
3. All teachers hired after January 1, 2020 will be automatically enrolled in a 403(b) plan. \$31.25 will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. A teacher can opt out of the plan within 90 days of their first work day and withdrawals will be returned to the education district and added back into the teacher's paycheck. Teachers may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.
4. Part-time teachers shall be eligible for prorated contributions provided the teachers authorize salary reductions of an equivalent amount paid to the plan for the same period.
5. The Education District's contributions and matching teacher contributions will be made to a company of the teacher's choice from vendors on the approved list. The teacher is responsible to make all arrangements required by the vendor to ensure that proper payment is made by the Education District.
6. Participation in the plan is automatic. A teacher has the option to increase their contribution above the education district match.
7. Teachers who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Executive Director.

SCHEDULE B

INSURANCE PAYMENTS

The Education District will contribute:

- A. (1) for 2021-2022: \$568.24 per month to pay teachers' single health-hospitalization insurance; for 2022-2023: \$568.24 per month to pay teachers' single health-hospitalization insurance;
- (2) for 2021-2022: \$1100.00 per month to pay teacher and dependent's health-hospitalization insurance if the teacher has legal dependents for 2022-2023: \$1100.00 per month to pay teacher and dependent's health-hospitalization insurance if the teacher has legal dependents;
- B. (1) \$16.00 per month to pay the teacher's single dental insurance;
- (2) \$37.00 per month to pay the teacher's and dependent's dental insurance if the teacher has legal dependents.
- C. Teachers married to one another may combine the Education District's contributions (one (1) employee's family contribution and the other employee's single contribution) toward one (1) family premium. If the Education District contribution(s) exceed premium costs, no reimbursement will be made to the teacher(s). Any additional cost of the premium shall be borne by the teacher(s) and paid by payroll deduction.

SCHEDULE C
CREDENTIALING DUES

The Education District will pay the annual fee for state or national dues to maintain credentials for the following employees and organizations:

- a. Licensed Speech and Language Pathologist American Speech Language Hearing Association (ASHA) dues to maintain each speech and language pathologists Certificate of Clinical Competence (CCCs)
- b. Licensed School Nurse National Association of School Nurses (NASN) and School Nurse Organization of Minnesota (SNOM) dues to maintain membership.

SCHEDULE D

SALARY SCHEDULE

2021-2022									
STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	ED
1	\$43,750	\$44,803	\$46,249	\$47,737	\$49,959	\$52,339	\$54,737	\$57,597	\$60,446
2	\$44,405	\$45,478	\$46,942	\$48,309	\$50,685	\$53,067	\$55,619	\$58,365	\$61,254
3	\$45,061	\$46,152	\$47,634	\$49,154	\$51,414	\$53,792	\$56,348	\$59,131	\$62,004
4	\$45,721	\$46,827	\$48,328	\$49,862	\$52,141	\$54,521	\$57,071	\$59,786	\$62,641
5	\$46,379	\$47,505	\$49,016	\$50,575	\$52,868	\$55,248	\$57,796	\$60,551	\$63,444
6	\$47,036	\$48,194	\$49,744	\$51,682	\$54,010	\$56,390	\$58,929	\$61,682	\$64,576
7	\$48,040	\$49,232	\$50,816	\$52,791	\$55,153	\$57,548	\$60,083	\$62,840	\$65,732
8	\$49,039	\$50,272	\$51,892	\$53,895	\$56,296	\$58,674	\$61,227	\$63,982	\$66,869
9	\$50,047	\$51,309	\$52,964	\$55,005	\$57,438	\$59,816	\$62,370	\$64,834	\$67,702
10	\$50,895	\$52,349	\$54,036	\$56,113	\$58,580	\$60,959	\$63,512	\$66,284	\$69,158
11	\$52,469	\$53,801	\$55,535	\$57,649	\$60,164	\$62,543	\$65,096	\$67,856	\$70,733
12	\$53,875	\$55,256	\$57,029	\$59,193	\$61,745	\$64,125	\$66,679	\$69,380	\$72,266
13	\$55,281	\$56,709	\$58,526	\$60,732	\$63,331	\$65,711	\$68,264	\$71,034	\$73,923
14	\$57,122	\$58,593	\$60,455	\$62,705	\$65,344	\$67,571	\$70,278	\$73,066	\$75,976

2022-2023									
STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	ED
1	\$44,734	\$45,811	\$47,290	\$48,811	\$51,083	\$53,517	\$55,969	\$58,893	\$61,806
2	\$45,404	\$46,501	\$47,998	\$49,396	\$51,825	\$54,261	\$56,870	\$59,678	\$62,632
3	\$46,075	\$47,190	\$48,706	\$50,260	\$52,571	\$55,002	\$57,616	\$60,461	\$63,399
4	\$46,750	\$47,881	\$49,415	\$50,984	\$53,314	\$55,748	\$58,355	\$61,131	\$64,050
5	\$47,423	\$48,574	\$50,119	\$51,713	\$54,058	\$56,491	\$59,096	\$61,913	\$64,871
6	\$48,094	\$49,278	\$50,863	\$52,845	\$55,225	\$57,659	\$60,255	\$63,070	\$66,029
7	\$49,121	\$50,340	\$51,959	\$53,979	\$56,394	\$58,843	\$61,435	\$64,254	\$67,211
8	\$50,142	\$51,403	\$53,060	\$55,108	\$57,563	\$59,994	\$62,605	\$65,422	\$68,374
9	\$51,173	\$52,463	\$54,156	\$56,243	\$58,730	\$61,162	\$63,773	\$66,293	\$69,225
10	\$52,040	\$53,527	\$55,252	\$57,376	\$59,898	\$62,331	\$64,941	\$67,775	\$70,714
11	\$53,650	\$55,012	\$56,785	\$58,946	\$61,518	\$63,950	\$66,561	\$69,383	\$72,324
12	\$55,087	\$56,499	\$58,312	\$60,525	\$63,134	\$65,568	\$68,179	\$70,941	\$73,892
13	\$56,525	\$57,985	\$59,843	\$62,098	\$64,756	\$67,189	\$69,800	\$72,632	\$75,586
14	\$58,407	\$59,911	\$61,815	\$64,116	\$66,814	\$69,091	\$71,859	\$74,710	\$77,685

APPENDIX ONE

ALPHABETICAL LISTING OF BARGAINING UNIT POSITIONS

Licensed by the Professional Educator Licensing Standards Board (PELSB)

Licensed School Nurse

Licensed School Psychologist

Licensed School Social Worker

Licensed Speech and Language Pathologist

Licensed Teacher – General Education

Licensed Teacher – Special Education

Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)

Certified Orientation and Mobility Specialist

Licensed by the Minnesota Department of Health (DHS)

Educational Audiologist

Licensed by the Minnesota Board of Occupational Therapy Practice

Occupational Therapist

Licensed by the Minnesota Board of Physical Therapy

Physical Therapist

