

ADA-BORUP INDEPENDENT  
SCHOOL DISTRICT #2854

MASTER AGREEMENT  
2017-18 AND 2018-19

## ARTICLE I

### PURPOSE

This Agreement is entered into between Independent School District No. 2854, Ada, Minnesota, hereinafter referred to as the District, and the Education-Minnesota Ada-Borup, hereinafter referred to as the association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of the Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the District recognizes the association as the exclusive representative of teachers employed by the District and the association shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Bargaining Unit: The association shall represent all teachers in the appropriate bargaining unit as determined pursuant to the P.E.L.R.A. For purposes of this section, the term, "teacher," shall mean any person employed by the District in a position for which licensure is required by the Board of Teaching and the State of Minnesota or anyone else to be deemed part of the bargaining unit by State law, except Superintendent, assistant superintendent, principal and assistant principal who devote more than 50% of time to administrative or supervisory duties, and daily substitute teacher who does not replace the same teacher for more than thirty (30) working days.

## 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 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. The term is subject to the provisions of PELRA.

Section 2. TEACHER: The term, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, including a substitute teacher who is hired to replace an absent teacher when that substitute is employed more than 30 consecutive teaching days in that position, but shall not include Superintendent, assistant superintendents, principals, or assistant principals

who devote more than 50% of their time to administrative or supervisory duties, confidential employees, essential employees, and such other employees excluded by law.

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

Section 4. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Section 5. INFORMATION: The District agrees to furnish to the association available information needed for negotiations.

Section 6. FAMILY: The term, "family," is defined as the teacher's spouse, child, parent, brother, sister, or other person considered immediate.

#### ARTICLE IV

#### DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1. Inherent Managerial Rights: The association recognizes that the 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 functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules and Regulations: Both parties recognize that they shall be governed by Federal Law, the laws of the State of Minnesota, and State Board of Education rules and regulations. Teachers shall be governed by rules, regulations, directives, and orders issued by properly designated officials of the District. If any provision of this agreement is found to be in violation of any such laws, rules, regulations, directives or orders, only that part declared null and void shall be without force and effect.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude any other managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the District.

#### ARTICLE V

#### TEACHER RIGHTS

Section 1. Right to Views: 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 so long as the same is not designated to and does not interfere with full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his will.

Section 2. Request for Dues Check off: Teachers shall be allowed dues check off for the teacher organization(s) of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck one-fifth (1/5) of the dues the teacher has agreed to pay to the teacher organization(s) during the period provided in said authorization each month for five (5) months beginning in October of each year. Deductions for teachers employed after the commencement of the school year shall be pro-rated to complete payment by the following June.

Section 3. Fair Share Fee: In accordance with the P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the association may be required by the association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the association, less the cost of benefits financed through the dues and available only to members of the association, but in no event shall the fee exceed 85% of the regular membership dues.

The association shall provide written notice of the amount of the fair share fee assessment and the name of each teacher to be assessed to the District and the written notice of the amount to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services (BMS), the District, and the association within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the association.

The District shall deduct the fee from the earnings of the teacher and transmit the fee to the association within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 4. Personnel Files: Pursuant to MS 122A.40.Subdivision 19, as amended, all evaluations and files relating to individual teachers shall be available during regular District business hours to the particular 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 District may destroy such files as provided by law.

ARTICLE VI  
SALARY SCHEDULES

Section 1. 2017-18 and 2018-19 Salary Schedules: Wages and salaries of Schedules in A1 and B1, attached hereto, shall be a part of the Agreement for the 2017-18 and 2018-19 school years.

Section 2. Status of Salary Schedules: The salary schedules, A1 and B1, attached hereto, are based upon a calendar, adopted by the School Board, not to exceed 180 days of employment. The salary schedules are not to be construed as a part of the teachers continuing contract, and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increase for just cause, subject to the grievance procedure.

Section 3. Effective Date of the Salary Schedules: The effective date of these salary schedules with the exception of summer pay, shall be the beginning date of the adopted school year calendar for any year covered under this Agreement. Areas of job performance and extra-curricular activities normally associated with the opening of a new school year, but which precede the actual beginning of the adopted school year calendar, shall be considered the beginning date for salary considerations for the given year covered by the Agreement.

Section 4. Years of Experience: To receive a year of credit for teaching experience, a teacher must teach at least one (1) semester plus five (5) student-teacher contact days.

Section 5. Placement on Salary Schedules: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Prior Teaching Experience: Credit for experience may be left to the discretion of the District.

Subd. 2. Advanced Lane Recognition: A teacher shall be paid on advanced lanes beyond the basic bachelor's lane only if the advanced work undertaken is applicable to the individual teaching certificate and which meets all other requirements of this section.

Subd. 3. Advanced Work Defined: In addition to regular college credit courses, advanced work may include workshops and seminars. Such advanced work may be graduate or undergraduate in nature up to the "Bachelor of Arts (BA) + 30" lane. Credits earned for lane approval after the "BA + 30" lane must be graduate only.

Subd. 4. Prior Approval: All advanced work undertaken to meet requirements of this section must be approved by the Superintendent in writing prior to the taking of the advanced work.

Subd. 5. Payment of Present Salary: The rules contained in this section shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 6. Effective Date: Individual teaching contracts will be modified to reflect qualified lane changes three (3) times during the school year provided a transcript of qualified credits is submitted to the Superintendent's office by:

1. September 1, reflecting a total salary lane change,
2. January 10, reflecting a two-thirds (2/3) salary lane change,
3. April 1, reflecting a one-third (1/3) salary lane change.

Section 6. Paychecks

Subd. 1. Frequency: Paychecks will be issued monthly.

Subd. 2. Overpayments: In the event of overpayments to a teacher, paychecks will also be subject to deduction.

Subd. 3. Election of Pay Periods:

1. Starting with the 2011-12 school year, teachers will be paid over twelve (12) months.

## ARTICLE VII

### EXTRA COMPENSATION

Section 1. Extra-Compensation Schedules: Wages and salaries of Schedules A1 and B1, attached hereto, shall be a part of this Agreement.

Section 2. Performance of Classroom Related Duties Before or After Regular School Years: Duties related to classroom teaching but performed either before or after the basic 180 day term of employment shall be paid at the per week rate of 2% of teacher's placement on the current salary schedule.

Section 3. College in the High School Instructors: Starting with the 2011-12 school year, approved College in the High School Instructors will receive \$450 per semester course; provided the course has been approved by building administration.

## ARTICLE VIII

### 403B PLAN

Section 1. 403b Plan: The District shall contribute up to a \$1,100 match per year for all tenured teachers employed half-time or more who participate in the District's 403b plan.

## ARTICLE IX

### GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The District shall contribute the following dollar amounts for health and hospitalization insurance. This contribution will be made for the District's approved health and hospitalization insurance plan for each full-time teacher employed by the District who qualifies for and is enrolled in the District's health and hospitalization insurance plan.

SUBD. 1. Single Contribution - The School District shall contribute an amount not to exceed \$9,000 of the single premium for individuals selecting individual coverage for the 2017-18 and 2018-19 contract years.

SUBD. 2. Family Contribution- The School District shall contribute an amount not to exceed \$12,000 for the 2017-18 and 2018-19 school years for individuals selecting dependent coverage.

Section 2. Establishment of VEBA with Health Reimbursement Arrangement for Active Employees:

Subd. 1. Establishment of VEBA: Effective July 1, 2007, the District shall provide the Minnesota Service Cooperatives' VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying teachers. The District and its teachers ratify the appointment of the trustee and plan administrator in place on the adoption of this agreement. This arrangement is intended to constitute a voluntary employee's beneficiary association under Section 501c (9) of the Internal Revenue Code.

Subd. 2. Cafeteria Plan: If the District maintains a cafeteria plan with a health flexible spending account (an "FSA"), it will specify in the "Adoption Agreement" for the VEBA plan document before the first day of the FSA plan year that eligible health expenses will be paid from the FSA first, until a teacher's FSA account is exhausted, and from the VEBA plan second. Dollars from the VEBA savings account will be used at the discretion of the teacher.

Subd. 3. Payment of Administrative and Investment Fee: The administrative fee and the investment fee of active and retired teachers will be paid by the District. If the VEBA plan is terminated or if the District contributions cease by agreement between the parties, administrative and investment fees shall be paid by the account of the teacher.

Subd. 4. Contribution to the Active Teacher's Plan: The District will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying teachers and eligible retirees in accordance with the following schedule:

1. For each qualified teacher who elects single coverage, the District will pay the single premium and place the remaining balance in a VEBA and/or Health Savings Account. The total District contribution will be \$9,000 for single coverage.
2. For each qualified teacher who elects family coverage under the VEBA plan, the District

will contribute \$100.00 per month into the savings portion of the VEBA each year of the Agreement; these dollars will be subtracted from the total dollars provided by the District as referenced in Section 1. above;

Subd. 5. Cessation of Contributions: All contributions on behalf of a VEBA plan participant shall cease on the date the participant is no longer covered under the high deductible health plan.

Section 2. Hospitalization for Married Couples Working for the District: Starting with the 2013-14 school year, married couples employed by the District who qualify for and participate in the group insurance plan under Article IX will have 100% of the premium paid by the District with a maximum contribution of two times the family contribution in Article IX, Section 1, Subd. 2.

Section 3. Health and Hospitalization Insurance for Part-time Teachers: Part-time teachers shall receive District insurance premium contributions pursuant to the teacher's coverage (family/single) prorated on the portion of the day employed in at least a half-time position.

Section 4. Health and Hospitalization Insurance for Retired Teachers: The District will pay eligible retirees \$4,000.00 per year into an established Post Retirement VEBA or Health Savings Account for a period of eight (8) years. Teachers who retire at age fifty-five (55) or thereafter or who have at least thirty (30) years of teaching service, of which at least ten (10) of those years have been service within the District, will be eligible. Teachers who have retired under previous Master Agreements will retain the coverage that was in place at the time they retired. This benefit will no longer be available to new employees hired after September 1, 2013.

Section 5. Life Insurance: The District shall pay the premium for a \$20,000 life insurance policy for each teacher who qualifies for and is enrolled in the District's group life insurance plan.

Section 6. Long-Term Disability (LTD) Insurance: The District shall pay for a LTD insurance policy for each teacher who qualifies for and is enrolled in the District's group LTD insurance plan.

Section 7. Claims Against the District: The 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: A teacher is eligible for District contributions as provided in this article as long as the teacher is employed by the District and on paid status. Upon termination of employment, all District contributions shall cease except that a teacher who has completed a full year shall be eligible for twelve (12) months of contributions. Retired teachers are eligible for only health and hospitalization insurance.



ARTICLE X  
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: All teachers shall earn sick leave up to ten (10) days each year of service in the employ of the District. Annual sick leave shall accrue with five (5) days given the first day of the fall workshop and five (5) days given the first day of the second semester.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per teacher. When a teacher has accumulated 120 days of sick leave, sick leave will be recorded as follows: 120 + 10 for the school year divided up 120 + 5 for the first day of the fall workshop and 120 + 5 for the first day of the second semester. All sick leave days will be deducted from the + 10 before taking from the 120. If, at the end of the year, a teacher has more than 120 days left, the number of days will return to 120 and the teacher will be compensated at a rate of \$50 per day for any accrued sick leave beyond the maximum of 120 days.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness to the teacher or family member, as defined in Article III, Section 6, which prevented his or her attendance at school and performance of duties on that day or days.

Subd. 4. Medical Certificate: The District may require a teacher to furnish a medical certificate from the District's 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. In the event that a medical certificate will be required, the teacher will be so advised.

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

Section 2. Shared Sick Leave Requests/Donations

Subd. 1. Use: The shared leave can only be used for catastrophic situations: transplant, cancer, etc. Bank days can only be used for the teacher, the teacher's spouse, or the teacher's child. Teachers must use all of their sick days before they can use days from the bank.

Subd. 2. Request Committee: Upon written request, a committee will meet to approve or deny the use of shared sick leave and make a report to the School Board. The committee will be comprised of the Superintendent, principal, two (2) School Board members, and three (3) teacher representatives.

Subd. 3. Donation of Day(s) : A teacher will be able to donate up to two (2) full sick leave days per approved request by the committee. Donated sick leave days will be deducted from the donors accumulated sick leave.

Subd. 4. Grievance Procedure: The denial of any sick leave bank day use request is not a grievable item.

Section 3. Personal Leave, Discretionary Leave, Extraordinary Leave, and Bereavement Leave:

Subd. 1. Earning: Probationary teachers will earn one (1) personal leave day annually, with an option to purchase a second day by paying substitute teacher pay to the District. Tenured teachers will earn three (3) personal

leave days annually. A probationary teacher may be granted a leave at the discretion of the Superintendent of no more than two (2) days per year, non-accumulative, the first day at no cost to the teacher and the second day at a cost to the teacher equal to the substitute teaching rate of pay then in effect. A tenured teacher may be granted a leave at the discretion of the Superintendent of no more than three (3) days per year; at no cost to the teacher. Teachers will be allowed to roll one of their personal leave days into the next year, but can't accumulate more than four (4) days in one (1) year. Teachers will be reimbursed \$100 per unused personal day(s). The teacher must notify the school district bookkeeper in writing by May 30<sup>th</sup> to request to carry over one unused day to the next school year.

Subd. 2. Extraordinary Leave: In extraordinary situations, a teacher may be granted a leave at the discretion of the Superintendent, the days used to be deducted from sick leave.

Subd. 3. Bereavement Leave: Up to five (5) days may be used for bereavement for the death of a spouse or child. Up to three (3) days may be used for bereavement for the death of a parent, sibling, or grandchild. Three (3) day may be used for bereavement for the death of the teacher's brother-in-law, sister-in-law, grandparents, grandparents-in-law, teacher's or spouse's nieces or nephews, father-in-law, mother-in-law, and teacher's uncles or aunts. All days used will be deducted from the teacher's sick leave.

Subd. 4. Requests: Requests for any leave under this section must be made in writing to the building principal at least three (3) days in advance, except in the event of emergencies. All leaves must have prior written approval, but at no time shall more than a total of *three (3)* teachers per building be granted personal leave. Teachers cannot apply for personal days until the first day of the fiscal year (July 1<sup>st</sup>) in which they plan on using those days on a first-come, first-served basis. Personal leave may be used in conjunction with a holiday.

Section 4. Jury Duty: The District shall pay the cost of substitute teachers for any teacher who is called for jury duty. The teacher is to return to the District the fee that he/she receives for jury duty.

Section 5. Association Leave: At the beginning of the school year, the association shall be credited with eight (8) days of leave. The association will pay the substitute cost for six (6) of those days, and the District will pay the remaining two (2) days.

Section 6. Child Care Leave:

Subd. 1. Use: The School Board may grant a child care leave, without pay, to any teacher, regardless of marital status, who requests such a leave for the purpose of providing full-time parental care to his/her natural born or adopted child or children.

Subd. 2 Duration and Request. A teacher, with prior written approval by the Superintendent and School Board, may take a child care leave of up to nine (9) months, but not to include two (2) school terms, by notifying the Superintendent and School Board in writing at least twelve (12) weeks prior to commencing the leave of the beginning date and anticipated length of the leave. The length of the leave and date of return shall be determined by mutual agreement between the teacher and the School Board. Once determined, the teacher may not return from such leave prior to the agreed upon expiration date, except upon mutual agreement of the teacher and the School

Board.

Subd. 3. Sick Leave: All leave days certified by the attending physician as days the teacher would be specifically unable to perform her teaching duties due to pregnancy shall be deducted from the teacher's accumulated sick leave days.

Subd. 4. Return to Work: A teacher, upon resuming his/her teaching duties following a child care leave, shall, for the subsequent school term, be placed on the next higher step on the salary schedule than he/she was on when leave was granted provided he/she had taught at least one-half (1/2) year in the year in which the leave was granted and for which all other requirements as outlined in this Agreement were met. A teacher serving less than one-half (1/2) year shall return at the same step that he/she was on when the leave was granted. A teacher, upon resuming his/her teaching duties following a child care leave, shall retain all fringe benefits which he/she had accrued prior to the leave.

## ARTICLE XI

### HOURS OF SERVICE

Section 1. Basic Day: Teacher's duty day will be seven (7) hours and twenty (20) minutes. Specific hours at any individual building may vary according to the needs of the education program of the District. Specific hours for each building will be determined by the District. Hours of service may also include required times for teachers to be available in classrooms or other areas to supervise students. The length of the teacher's work day shall be extended on those days when the respective building principals, Superintendent, or the School Board have a need which necessitates the presence of teachers.

All newly hired teachers will be required to work a seven (7) hour and forty-five (45) minute work day. This requirement will remain in effect during their probationary time. Once they become tenured, they will revert back to a work day of seven (7) hours and twenty (20) minutes.

Section 2. Preparation Time: Full-time teachers will be granted an average of fifty (50) minutes per day. Preparation time for part-time teachers will be pro-rated.

## ARTICLE XII

### *LENGTH OF SCHOOL YEAR*

Section 1. Teacher Duty Days:

Subd. 1. The number of teacher duty days will be 180 for the 2017-18 and 2018-19 school years.

Subd. 2. The School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for each of the next school years; and the teacher shall perform services on those days as determined by the School District including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Emergency Closing:

In the event a student day or teacher duty day is lost for any reason, the teacher shall perform duties on that day or other such day in lieu thereof as the School Board or its designated representative may determine. However, teachers shall not be required to teach more than the maximum days stated in the current calendar. The School District shall, if at all possible, schedule any make-up days during the regular school year but may extend the school term to make up for lost days.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean a dispute or disagreement between the teacher and the District as to the interpretation or application of terms and conditions in this Agreement.

Section 2. Representative: The teacher, administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on 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: Any reference to “days” regarding time periods in this procedure shall refer to working days. A “working day” is defined as all weekdays 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, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a 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 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 District’s designee, setting forth the facts and the specific provision(s) of the Agreement

allegedly violated and the particular relief sought within twenty (20) days after the date that 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.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the District's 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 seven (7) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after the receipt of the appeal. Within ten (10) 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 seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School 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 the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I and Level II of this procedure provided the School Board or its representative(s) notifies the parties of the 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.

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period 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 teacher and the School Board 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, and such request must be filed in the office of the Superintendent within ten (10) days following the decision

in the Level III above.

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

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

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) 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 denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. 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 of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. 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 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 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the District to efficiently manage and conduct its operation within the legal limitations surrounding and 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 XIV

#### PROGRESSIVE DISCIPLINE

The District's progressive discipline process shall be applied in a manner which shall produce positive corrective action. The specific form of discipline chosen in a particular case and/or the decision to impose discipline is solely within the discretion of the District. A copy of the School Board's policy is available for review in the Superintendent's office.

#### ARTICLE XV

#### UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY LIST

**Section 1. Purpose:** The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. This article 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 School District, has successfully had teaching experience in such subject matter or field within the past five years.

**Subd. 3. Seniority:** “Seniority” applies to non-probationary qualified teachers and commences with the first day of continuous teaching service in the School District. Seniority shall be a factor, amongst other factors, considered when placing teachers on ULA.

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 School District.

**Section 3. ULA:**

**Subd. 1. Terms:** The School 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 two years, after which the right to reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the Superintendent 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 School 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 using seniority as a factor, amongst other factors (Listed below in Subp a), as a consideration for the order of placement on ULA. When seniority is evaluated, the inverse order of seniority in the field and subject matter employed shall be considered. In addition to seniority, the District shall consider the following when determining the order of placement on ULA:

**Subp a: Criteria.** The selection of the teacher(s) for purposes of ULA shall be at the discretion of the School District based on criteria including seniority, performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher’s field, subject matter employed, level of higher education completed, and other relevant factors as determined by the District.

**Subp b: Teacher Improvement Plans.** 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 and Peer Review Process” found in M.S. §122A.40 and who is not making adequate progress.



**Subp c: Additional Assignments.** If a proposed ULA 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 School District may select another teacher to be placed on leave, utilizing the criteria in **Subp. a and b** above.

**Subd. 4. 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 School District earned prior to the commencement of such leave.

**Section 4. Realignment:** For purposes of placement on ULA or recall from ULA, nothing in this article shall require the School District to realign positions or reassign a senior teacher to a different position to accommodate the seniority of a junior teacher.

**Section 5. Reinstatement:**

**Subd. 1. Process:** No new teacher shall be employed by the School 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 School 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 School District personnel office. Proof of service by the person in the School 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 School 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 School District shall mail the notice to such teacher who shall have ten days from the date of such notice to accept the reemployment. Failure to accept in writing, within such ten-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 two years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

**Section 6. Establishment of Seniority List:**

**Subd. 1. Preparation:** The School Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter, or field) to be prepared from its records. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School 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 days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

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

**Section 7. Filing of Licenses:** In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered 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 8. 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 XVI

EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE) TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S.122A.26, an 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. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 3. 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 District. ECFE teachers shall be laid off and recalled within the order of seniority with other ECFE teachers.

Section 4. Compensation: ECFE teachers shall be compensated pursuant to the Memorandum of Understanding (dated 9/1/16). Compensation shall be for coordination of the ECFE program, teaching duties related to early childhood education, teaching duties related to learning readiness education, and other duties as assigned by the District.

Section 5. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

- Article I, Purpose,
- Article II, Recognition of exclusive Representative,
- Article III, District Rights and Responsibilities,
- Article IV, Teacher Rights,
- Article VII, Group Insurance,
- Article VIII, Leaves of Absence,
- Article X, Section 3, Subd. 1 Personal Leave
- Article XI, Grievance Procedure,
- Article XIII, Progressive Discipline,
- Article XIV, Duration and Execution of Agreement.

Section 6. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed teachers:

- Article V, Salary Schedules,
- Article VI, Extra Compensation,
- Article IX, Hours of Service,
- Article X, Un-requested Leave of Absence (ULA),
- Article XIV, Salary Schedules.

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year shall be as assigned by the District and modified from time to time based upon the needs of the program.

## ARTICLE XVII

### **HIRING/REHIRING OF RETIRED TEACHERS**

Section 1. Licensure: Retired teachers who are hired/rehired by the school district, must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the school district, shall be a minimum of one (1) consecutive school year of service. During the probationary period, the school district shall have the unqualified right to suspend, discharge, or otherwise discipline a previously retired teacher and the previously retired teacher shall have no recourse to the grievance procedure.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the school district, shall have no seniority or bumping rights, nor rights to continuing contract status.

Section 4. Compensation: Retired teachers who are hired/rehired by the school district, shall be compensated as the parties may agree.

Section 5. Benefits: Retired teachers who are hired/rehired by the school district, shall be provided benefits and leaves, as determined by the school district.

Section 6. Applicable Sections of the Master Agreement: Retired teachers who are hired/rehired by the school district, 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, SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES
- ARTICLE V, TEACHER RIGHTS
- ARTICLE VII, EXTRA COMPENSATION
- ARTICLE VIII, 403B
- ARTICLE XIII, GRIEVANCE PROCEDURE
- ARTICLE XIV, PROGRESSIVE DISCIPLINE
- ARTICLE XVII, HIRING/RETIRING TEACHERS
- ARTICLE XVIII, DURATION

Section 7. Sections of the Master Agreement Not Applicable:

- ARTICLE VI, SALARY SCHEDULES
- ARTICLE IX, GROUP INSURANCE
- ARTICLE X, LEAVES OF ABSENCE
- ARTICLE XI, HOURS OF SERVICE
- ARTICLE XII, LENGTH OF THE SCHOOL YEAR
- ARTICLE XV, UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT
- ARTICLE XVI, EARLY CHILDHOOD

Section 8. Hours of Service, Duty Day, Duty Week and Duty year: The hours of service, duty day. Duty week and duty year for retired teachers who are hired/rehired, shall be assigned by the school district and modified from time to time, based upon the school district's needs.

## ARTICLE XVIII

### DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent to the other party no later than April 15, 2019.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the parties and supersedes all prior Agreements, resolutions, practices, and District policies, rules, and regulations concerning terms and conditions of employment inconsistent with this Agreement.

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

THE ASSOCIATION

Margaret L. Lued  
President

Tanya M. Kemp  
Secretary

Dec. 12, 2017  
DATE

THE DISTRICT

Blair W. Stiller  
Chairman of the School Board

Nancy Merckens  
Clerk of the School Board

Dec. 12, 2017  
DATE

## **Memorandum of Understanding**

This Memorandum of Understanding is made on September 1, 2016, by and between the Ada-Borup Independent School District #2854, of 604 W Thorpe Ave, Ada, MN 56510, hereinafter referred to as Ada-Borup and the School Readiness and ECFE Staff, hereinafter referred to as SR Staff for the purpose of achieving the various aims and objectives relating to the State of Minnesota funded Preschool program.

WHEREAS Ada-Borup and SR Staff are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the project;

### **Resources**

The Partners will endeavor to have final approval and secure any materials necessary to fulfill their individual contributions at the start of the planning for the development of the project.

- a. Ada-Borup agrees to provide the following financial, material, and labor resources in respect of the project:

ISD 2854 will provide programming space and necessary resources for successful implementation of the program.

ISD 2854 will provide employee benefits under the umbrella of the previously negotiated teacher Master Agreement.

School Readiness and ECFE Staff will receive a salary separate from, but comparable to, the negotiated teacher Master Agreement. The salary will be based from Step 0 of the separately negotiated teacher Master Agreement.

Funding will be provided at this level given State of Minnesota funding for the program for the 2016-17 school year at ISD 2854. Salary and benefits to be separately negotiated in the future based on continued state funding.

- b. SR Staff hereby agrees to provide the following financial, material, and labor resources in respect of the project

School Readiness and ECFE Staff will provide quality teaching services as required for program fulfillment and state reimbursement.

### **Term**

The arrangements made by the partners by this Memorandum shall remain in place from September 1, 2016 until June 30, 2017.


The following partners support the goals and objectives of the State of Minnesota funded  
Preschool program:

**Signatories**

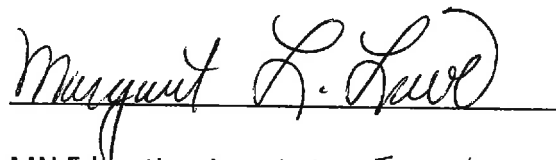
This Agreement shall be signed on behalf of the Ada-Borup ISD #2854 by Dr. Shawn W. Yates,  
Superintendent, on behalf of the Minnesota Education Association by Margaret Liebel,  
President, and on behalf of the School Readiness and ECFE Staff by Char Baker, its Lead  
Teacher. This Agreement shall be effective as of the date first written above.



Ada-Borup ISD#2854  
Dr. Shawn W. Yates, Superintendent



School Readiness and ECFE Staff  
Char Baker, Lead Teacher



MN Education Association Education Minnesota Ada-Borup  
Margaret Liebel, President

2017-18 EXTRA CURRICULAR SCHEDULE 2018-19

POSITION	2017-18 & 2018-19
Athletic Director	
Football, Head	11.00 %
Football, Assistants	8.00 %
Football, Jr. High	4.25 %
Volleyball, Head	11.00 %
Volleyball, Assistant	8.00 %
Volleyball, Jr. High	4.25 %
Basketball, Head	11.00 %
Basketball, Assistant	8.00 %
Basketball, Jr. High	4.25 %
Track, Head	11.00 %
Track, Assistant	8.00 %
Track, Jr. High	4.25 %
Baseball, Head	11.00 %
Baseball, Assistant	8.00 %
Baseball, Jr. High	4.25 %
Softball, Head	11.00 %
Softball, Assistant	8.00 %
Softball, Jr. High	4.25 %
Golf, Head	8.00 %
Golf, Jr. High	4.25 %
Chorus	4.00 %
Instrumental	6.50 %
Future Farmers of America (F.F.A.)	6.00 %
F.C.C.L.A	6.00 %

State Tournament Pay – Starting with the 2015-16 school year, Head Coaches and the Pep Band Director will receive the following compensation if their team or the pep band participate in the MSHSL State Tournament.

- |  |   |       |
|--|---|-------|
| 1) Team Sport Head Coach (when entire team advances)                       | = | \$300 |
| 2) Individual Sport Head Coach (when only individual team members advance) | = | \$150 |
| 3) Pep Band Director   | = | \$300 |



	Years 1-3	Years 4-6	Years 7&Over
Junior Class Advisors (Split total between advisors)	\$700	\$750	\$850
National Honor Society Advisor	\$350	\$375	\$425
Student Council Advisor	\$650	\$800	\$1,000
Yearbook Advisor	\$1,000	\$1,175	\$1,325
Cheerleader Advisor (Fall)	\$750	\$750	\$750
Cheerleader Advisor (Winter)	\$1,000	\$1,000	\$1,000
Knowledge Bowl	\$650	\$800	\$1,000
Speech	\$1,350	\$1,625	\$1,925
Drama, 3 Act Play	\$1,350	\$1,625	\$1,925
Drama, 1 Act Play	\$550	\$675	\$825

Assignments to individuals who are not teachers are paid at the "BA, Step 0, Lane 1" for that school term. The district reserves the right to negotiate extra-curricular salaries with non-teachers.

All new teachers assigned to the extra-curricular schedule remain at "Lane 1" at all times.

Coaches salaries – The 1987 Agreement is frozen during the 2007-08 and 2008-09 contract period.

**A1 - 2017-18 Salary Schedule**

STEP	BA	BA+10	BA+20	BA+30	BA+40	BA+50/MA	MA+10	MA+20
0	38441	39548	41517	42747	44348	46183	46372	48019
1	39301	40411	42502	43857	45455	47197	47640	49285
2	40164	41271	43487	44964	46564	48400	48907	50554
3	41024	42133	44472	46070	47671	49604	50174	51823
4	41887	42993	45455	47180	48778	50807	51440	53088
5	42747	43857	46440	48286	49886	52010	52707	54354
6	43610	44717	47425	49394	50994	53215	53976	55622
7	44504	45578	48409	50501	52223	54482	55243	56845
8	45333	46440	49394	51610	53455	55748	56509	58156
9	45947	47301	50378	52717	54684	57015	57776	59423
10	47056	48162	51362	53824	55916	58282	59043	60691
11	47917	49147	52347	54930	57147	59677	60311	61958
12	48837	51098	54361	57122	59505	62123	62770	64449
13	52349	54776	59360	62463	65161	66103	66779	68532

**B1 - 2018-19 Salary Schedule**

STEP	BA	BA+10	BA+20	BA+30	BA+40	BA+50/MA	MA+10	MA+20
0	39517	40656	42679	43944	45590	47476	47670	49363
1	40402	41542	43692	45085	46728	48518	48973	50665
2	41289	42427	44705	46223	47868	49756	50276	51969
3	42173	43312	45718	47360	49006	50993	51578	53274
4	43060	44197	46728	48501	50143	52229	52880	54574
5	43944	45085	47740	49638	51283	53466	54182	55876
6	44831	45969	48753	50777	52422	54705	55488	57179
7	45750	46855	49764	51915	53686	56007	56789	58437
8	46602	47740	50777	53055	54952	57309	58091	59784
9	47234	48626	51789	54193	56216	58611	59393	61086
10	48373	49510	52800	55331	57482	59914	60696	62390
11	49259	50523	53812	56468	58747	61348	61999	63692
12	50205	52529	55883	58721	61171	63863	64527	66254
13	53815	56310	61022	64212	66985	67954	68649	70451