

MASTER AGREEMENT

between

**INDEPENDENT SCHOOL
DISTRICT NO. 435**

and

**WAUBUN EDUCATION ASSOCIATION
EdMN**

JULY 1, 2021

to

JUNE 30, 2023

Table of Contents

I. PURPOSE, DEFINITIONS, PARTIES, AND RIGHTS

1.	Purpose	7
2.	Recognition of Exclusive Representative	7
	A. Recognition	7
	B. Appropriate Unit	7
3.	Definitions	7
	A. Terms and Conditions of Employment	7
	B. Teacher	7
	C. School District	7
	D. Other Terms	7
4.	School District Rights	7
	A. Inherent Managerial Rights	7
	B. School Board Responsibilities	8
	C. Effects of Laws, Rules, and Regulations	8
	D. Reservation of Managerial Rights	8
5.	Teacher Rights	8
	A. Right to Views	8
	B. Right to Join	8
	C. Request for Dues Check-off	8
	D. Personnel Files	9
	E. Vacancy and Transfer	9
	F. Lounges, Conference Rooms, and Lavatories	9
	G. Student Teachers	9

II. LEAVES OF ABSENCE

1.	Sick Leave	9
	A. Earning	9
	B. Part-Time Teachers	9
	C. Use	9
	D. Deduction	10
	E. Accumulation	10
2.	Personal Leave	10
	A. Earning and Use	10
	B. Request for Leave	10
	C. Limitation	10
3.	Bereavement	10
4.	Professional Leave	10
5.	Consultation Leave	10
6.	Sabbatical Leave	11
7.	Military Leave	11
8.	Exclusive Representative Leave	11
9.	Child Care Leave	11

	A. Use	11
	B. Application	11
	C. Adoption	11
	D. Sick Leave Use	12
	E. Date of Leave	12
	F. Duration	12
	G. Reinstatement	12
	H. Failure to Return	12
	I. Experience Credit	12
	J. Group Insurance	12
10.	Leaves and Accommodations	13
	A. State Statutes	13
	B. Federal Statutes	13
	C. School Conference and Activities Leave	13
11.	Leave Bank	13
	A. Purpose	13
	B. Participation	13
	C. Deposits	13
	D. Withdrawals	14
	E. ER Leave Bank Committee	14
	F. Authorization	14
12.	Public Office Leave	14
III.	SCHEDULES AND RATES OF PAY	
1.	Salary Schedules	14
2.	Status of Salary Schedule and Teacher Discipline	14
	A. Withholding of Salary Increases	14
	B. Criticism of Teachers	15
	C. Conferences and Recommendations	15
3.	Placement on Salary Schedule	15
	A. Germane	15
	B. Grades and Credits	15
	C. Prior Approval	15
	D. Increase in Salary for Training	16
	E. Payment of Present Salary	16
	F. Prior Experience	16
	G. District Credits for Lane Change	16
4.	Additional Information	16
	A. Teacher Pay Periods	16
	B. Mileage Rate	17
	C. Seniority Tie-breaker	17
5.	Suspension Without Pay	17
	A. Without Pay	17
	B. Notice	17
	C. Hearing	17
	D. Grievance	17

IV. EARLY CHILDHOOD FAMILY EDUCATION (ECFE) TEACHERS

1.	Statutory Considerations	18
2.	Probationary Period	18
3.	Unrequested Leave of Absence (ULA) and Recall	18
4.	Sections of the Master Agreement not Applicable	18
5.	Hours of Service, Duty Day, Duty Week, and Duty Year	18

V. ADDITIONAL COMPENSATION AND BENEFITS

1.	Extra-curricular Schedule	18
2.	Group Insurance, Health and Hospitalization Insurance	19
A.	Policy Section	19
B.	Selection	19
C.	Enrollment	19
D.	Single Coverage	19
E.	Dependent Coverage	19
F.	Election	19
3.	Income Protection Insurance	19
4.	Selection	20
5.	Part-time Teacher Benefits	20
6.	403B Matching Funds and Severance Pay for Teachers Hired January 1, 1990, and After	20
7.	Tax Deferral of Severance Pay for Teachers Hired Prior to January 1, 1990	20
A.	Account Contributions	20
B.	Eligibility	20
C.	District Contribution Limitation	20
D.	Vendor	21
E.	Agreement	21
8.	Health Care and Health Care Savings Plan (HCSP)	21
A.	District Contribution	21
B.	Eligibility	21
C.	Health and Hospitalization Insurance	21
D.	Agreements	21
9.	Eligibility of Teacher for Retirement While on Unrequested Leave	21
10.	Curriculum Development/Long-term Planning	21
A.	Request for Authorization	21
B.	Payment	22
C.	Performance of Duties	22
11.	Education Tuition Reimbursement	22
12.	Daily Room and Board Allowance	22

VI. SCHOOL DAY, TERM, AND CALENDAR

1.	Hours of Service	22
A.	Basic Day	22
B.	Building Hours	22

C.	Additional Activities	22
D.	Preparation Time-Elementary	22
E.	Preparation Time-High School, 7-Period Day	23
F.	Preparation Time-High School, 8-Period Day	23
G.	Reinstatement of 8-Period Day	23
H.	Additional Teaching Duty Reimbursement Rate	23
I.	4-Period Day	23
J.	Additional Teaching Duty Reimbursement Rate, 4-Period Day	23
K.	Duty Free Lunch	24
L.	Pairing	24
2.	Length of School Year	24
3.	Length of School Term	24
A.	Calendar Modifications	24
B.	Notification	24
VII.	UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT	
1.	Purpose	25
2.	Definitions	25
	Sub-Division A. Teacher	25
	Sub-Division B. Qualified	25
	Sub-Division C. Seniority	25
3.	ULA	25
	Sub-Division A.	25
	Sub-Division B	25
	Sub-Division C	25
	Sub-Division D	26
	Sub-Division E	26
	Sub-Division F	26
	Sub-Division G	26
4.	Realignment	26
5.	Dropping of License	26
6.	Reinstatement	27
	Sub-Division A	27
	Sub Division B	27
	Sub-Division C	27
	Sub-Division D	27
7.	Establishment of Seniority List	27
	Sub-Division A.	27
	Sub-Division B	27
	Sub-Division C	27
8.	Filing of Licenses	28
9.	Effect	28
10.	Procedure	28
VIII.	GRIEVANCE PROCEDURE	
1.	Grievance Definition and Interpretation	28

2.	Representative	28
3.	Definitions and Interpretations	28
	Sub-Division 1 Extensions	28
	Sub-Division 2 Days	28
	Sub-Division 3 Computation of Time	28
	Sub-Division 4 Filing and Postmark	28
4.	Time Limitation and Waiver	29
5.	Resolution of Grievance	29
	Sub-Division 1 Level I	29
	Sub-Division 2 Level II	29
	Sub-Division 3 Level III	29
6.	Denial of Grievance	29
7.	Arbitration Procedures	29
	Sub-Division 1 Request	29
	Sub-Division 2 Prior Procedure Required	30
	Sub-Division 3 Selection of Arbitrator	30
	Sub-Division 4 Hearing	30
	Sub-Division 5 Decision	30
	Sub-Division 6 Expenses	30
	Sub-Division 7 Jurisdiction	31
	Sub-Division 8	31
	Sub-Division 9	31
	Sub-Division 10	31
8.	Election of Remedies and Waiver	31

VIII. AGREEMENT DURATION AND PUBLICATION

1.	Duration	31
	A. Term and Reopening Negotiations	31
	B. Effect	31
	C. Finality	32
	D. Severability	32
2.	Publication	32

Extra-Curricular Pay Schedule C and D	32
District Schedule C	32
Joint/Co-op Schedule D	33

SALARY SCHEDULES

Salary Schedule A	2021-2022	34
Salary Schedule B	2022-2023	35
Schedule C	2021-2022	36
Schedule C	2022-2023	37
Schedule D	2021-2022	38
Schedule D	2022-2023	39

SECTION I. PURPOSE, DEFINITIONS, PARTIES, AND RIGHTS

Article 1. Purpose

This Agreement is entered into between Independent School District No. 435, Waubun, Minnesota, hereinafter referred to as the School District or District, and the Waubun Education Association – Education Minnesota, hereinafter referred to as the 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 for the duration of this Agreement.

Article 2. Recognition of Exclusive Representative

Sub-Division A. Recognition:

In accordance with the PELRA, the School District recognizes the Waubun Education Association – Education Minnesota as the Exclusive Representative of teachers employed by Independent School District No. 435, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Sub-Division B. Appropriate Unit:

The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and in the PELRA.

Article 3. Definitions

Sub-Division A. Terms and Conditions of Employment:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Sub-Division B. 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 but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, and essential employees, and such other employees excluded by law.

Sub-Division C. School District or District: For purposes of administering this Agreement, the term, "School District and the word/term, "District," shall mean the School Board or its designated representative(s).

Sub-Division D. Other terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Article 4. School District Rights

Sub-Division A. Inherent Managerial Rights:

The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which 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.

Sub-Division B. School Board Responsibilities:

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Sub-Division C. Effects of Laws, Rules, and Regulations:

The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives, or orders shall be null and void without force and effect.

Sub-Division D. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent Managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegate in this Agreement are reserved to the School District.

Article 5. Teacher Rights

Sub-Division A. 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; nor shall it be construed to require any teacher to perform duties or services inappropriate to teaching duties.

Sub-Division B. Right to Join:

Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organization. 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.

Sub-Division C. Request for Dues Check-off:

The Exclusive Representative shall be allowed dues check-off for its members. Upon receipt of a properly executed list of the teachers involved, the School District will deduct from the teacher's paycheck, in 16 installments, September through April, the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

Sub-Division D. Personnel Files:

Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular 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 files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Sub-Division E. Vacancy and Transfer:

Requests by a teacher for a transfer to a different class, building, or position shall be made in writing on a form furnished by the School District, and a copy shall be filed with the Superintendent. The request shall set forth the reason(s) for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed once each year to assure active consideration by the District. Notice of all vacancies and newly created positions shall be electronically posted and the employees given ten (10) days' time in which to make application to fill such vacancy or newly created position, except when needs of the District require earlier placement.

Sub-Division F. Lounges, Conference Rooms and Lavatories:

May continue to be conveniently made available for teachers.

Sub-Division G. Student Teachers:

The School District may accept student teachers with the mutual consent of the District and the classroom teacher to be designated as a supervisory teacher.

SECTION II. LEAVE OF ABSENCE

Article 1. Sick Leave

Sub-Division A. Earning:

A teacher will be allowed 15 days of sick leave per year, for the first 2 years of teaching. Three days per year may be used for personal leave days. These days will be earned according to the following procedure. Seven days shall be granted on the first teaching day of the school year, and 1 day shall be granted on the first teaching day of each month for the remainder of the school year. Thereafter, each teacher shall earn 10 days of sick leave each year; of which 3 may be used as personal leave (see Article 2). These days are to be credited on September 1 of each year. In the case of personal illness, a doctor's certificate must be filed with the Superintendent after the 3rd consecutive day of absence. Failure to provide a doctor's certificate shall cause the teacher to forfeit full pay for the days absent.

Sub-Division B. Part-time Teachers:

Leave will be pro-rated, per Sub-Division A, for part-time teachers.

Sub-Division C. Use:

Sick leave with pay shall be granted by the District whenever a teacher's absence is found to have been due to a medical issue or condition which prevented his/her attendance at school and performance of duties on that day or days.

Sub-Division D. Deduction:

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

Sub-Division E. Accumulation:

Sick leave may accrue to a maximum of 125 working days. At the end of the school year, unused sick leave days will be accounted for in the following manner: maximum of 95 days will be carried over to the next year; any remaining unused days will be reimbursed at a rate of 75% of substitute teacher pay.

Article 2. Personal Leave

Sub-Division A. Earning and Use:

For situations that arise requiring the teachers' personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement, 3 days of personal leave per year may be used, accumulating to 5. Personal leave days will be deducted from sick leave. Upon written request, the first 2 days shall be granted without giving a reason. The remaining days may be granted with a valid reason. On the 5th day the teacher will pay the cost of a substitute. The 5th day will not be deducted from sick leave.

Sub-Division B. Request for Leave:

Requests for personal leave must be made in writing to the Superintendent at least 3 days in advance. All leaves must have prior, written approval, except in emergencies. At no time shall more than 2 teachers be granted personal leave, unless authorization is secured through the Superintendent.

Sub-Division C. Limitation:

A personal leave day may be granted for the day preceding or the day following holidays or vacations. Except in the case of emergency, no teacher will be allowed personal leave the first 5 days of the school term, the last 5 days of the school term, or on workshop days, unless authorization is secured through the Superintendent at least 3 days in advance.

Article 3. Bereavement

Up to 5 days leave with pay may be allowed per year, except that an additional 3 days may be allowed for the death of a teacher's spouse, child or step child. All paid bereavement days will be deducted from the accumulated sick leave. Additional days without pay may be granted by the school district. The granting of bereavement leave beyond the 5 days shall be at the discretion of the Superintendent or the District.

Article 4. Professional Leave

A teacher shall be granted 1 day of leave annually without loss of pay to attend a professional meeting. Additional days may be granted at the discretion of the School District. Fees and expenses shall be given to teachers who attend Saturday meetings which have been given written, prior approval by the School District.

Article 5. Consultation Leave

Teachers may be granted a 1 day leave from their regular duties, without loss of pay, to observe professional methods of content. Observation and consultation may be in another district, a business, an industry, or an institution related to a teacher's area of responsibility. The granting of such

leave will be subject to written approval by the School District.

Article 6. Sabbatical Leave

Any teacher who is granted a fellowship or other educational grant or who pays his/her own way and has been teaching in the District for at least 7 years, may be granted a 1-year leave of absence without pay and may remain on the health insurance plan but must pay his/her own premium. Credit on the salary schedule for that year of absence will be given. Any teacher granted the leave must agree to teach in the District at least 1 year following the year of absence. One leave of absence may be granted per year, at the discretion of the School District. A teacher on such leave shall notify the Superintendent in writing no later than April 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 School Board. The School Board may also, at its sole discretion, waive the April 1 notice date if the School Board determines there are special circumstances involved. Failure to meet the April 1 deadline will result in termination of employment.

Article 7. Military Leave

Military leave will be granted in accordance with existing State and Federal laws. Information is available through the Superintendent's office.

Article 8. Exclusive Representative Leave

A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative and must, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This leave shall be limited to a maximum of two teachers per day and to a total of seven teacher days per year. For the first 5 days, if a substitute teacher is hired, the substitute's pay will be deducted from the regular teacher's salary. The sixth (6) and seventh (7) days are without pay, but the School District pays the substitute teacher's salary. Requests for Association Leave must be made in writing at least three days in advance to the School District. If a substitute teacher is not required, the request must include what arrangements have been made to perform the duties which the teacher would have performed during leave time. The Superintendent reserves the right to determine, from information supplied, if a substitute is required.

Article 9. Child Care Leave

Sub-Division A. Use:

A child care leave without pay or fringe benefits may be granted by the School District, subject to the provisions of this article, to 1 parent of a child, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted infant child or children.

Sub-Division B. Application:

A teacher making application for child care or adoption leave shall inform the Superintendent in writing of intention to take the leave at least 3 calendar months before commencement of the intended leave.

Sub-Division C. Adoption:

In the case of adoption, upon learning of the date of home placement, the teacher shall submit a written application for adoption leave to the Superintendent. The adoption leave will commence at the date of home placement and may be for a period up to 12 months.

Sub-Division D. Sick Leave Use:

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

Sub-Division E. Date of Leave:

The School District and the teacher shall adjust the proposed beginning and ending date of a child care leave by mutual agreement so that the dates of the leave are coincident with some natural break in the school year—i.e., winter vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Sub-Division F. Duration:

A teacher may take a child care leave of up to 12 months. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. grant any leave more than 12 months in duration;
2. permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Sub-Division G. Reinstatement:

A teacher returning from child care leave shall be re-employed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Sub-Division H. Failure to Return:

Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination.

Sub-Division I. Experience Credit:

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

Sub-Division J. Group Insurance:

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

Article 10. Leave and Accommodations
Shall be granted pursuant to applicable statutes

<u>Sub-Division A.</u>	<u>State Statutes</u>
M.S. 181.940	DEFINITIONS
M.S. 181.941	PREGNANCY AND PARENTING LEAVE
M.S. 181.9412	SCHOOL CONFERENCE AND ACTIVITIES LEAVE
M.S. 181.9413	SICK LEAVE BENEFITS; CARE OF RELATIVES
M.S. 181.9414	PREGNANCY ACCOMMODATIONS
M.S. 181.942	REINSTATEMENT AFTER LEAVE
M.S. 181.943	RELATIONSHIP TO OTHER LEAVE
M.S. 181.9435	DIVISION; INVESTIGATIONS, REPORTS
M.S. 181.9436	POSTING OF LAW
M.S. 181.944	INDIVIDUAL REMEDIES

Sub-Division B. **Federal Statutes**
Family and Medical Act (FMLA) (29U.S.C.2601 et. Seq):

Sub-Division C. **School Conference and Activities Leave (M.S. 181.9412):**

The District must grant a teacher leave of up to a total of 16 hours during any school year to attend school conferences or school related activities related to the teacher's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the teacher must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave as not to disrupt unduly the operations of the District.

Nothing in this section requires that the leave be paid; except that, a teacher may use personal leave under this subdivision.

Article 11. Leave Bank

Sub-Division A. **Purpose:**

The mission of the Leave Bank is to provide professional and personal support to colleagues facing hardship/difficult situations.

Sub-Division B. **Participation:**

Membership in the leave Bank is open to all WEA members at the beginning of each school year. Members may join by depositing one sick leave day to the leave bank each year of their first two years of Leave Bank membership. WEA members who withdraw from membership in the Leave Bank forfeit all previously deposited days.

Sub-Division C. **Deposits:**

Each year, leave bank members will deposit 1 sick leave day in the leave bank, until the Leave Bank exceeds a number equal to 50 plus the number of current WEA members. If the balance of days in the Leave Bank falls to 50 days or fewer, each member will be asked to donate 1 day and may voluntarily donate a second

day, if necessary. Sick leave days deposited to the Leave Bank are to be deducted from each member's sick leave. Leave Bank deposits will accumulate year to year.

Sub-Division D. Withdrawals:

The leave bank may only be used for catastrophic situations involving the teacher or the teacher's immediate family. Teachers may apply to the Exclusive Representative leave bank committee after they have exhausted their accumulated leave days. Teachers may not apply to the leave bank for days if they qualify for long-term disability, workers' compensation, or other disability income insurance. A member may draw a maximum of 50 days per school year.

Subdivision E. Exclusive Representative Leave Bank Committee:

The Exclusive Representative shall meet and elect/designate 3 members to perform the duties of the Exclusive Representative Leave bank committee. Said duties include but are not limited to the following:

1. encourage/promote membership in the leave bank,
2. manage leave bank holdings and coordinate deposits and withdrawals with the District's payroll department,
3. request additional deposits from members when necessary,
4. review leaves bank requests with requesting member,
5. meet as a committee to make a recommendation for action.

Subdivision E. Authorization:

Granting leave shall be subject to the approval of the Superintendent. Challenges made by leave bank members shall not be subject to the grievance procedure.

Article 12. Public Office Leave

Pursuant Minnesota Statutes 211.B.10 and 3.088.

SECTION III. SCHEDULES AND RATES OF PAY

Article 1. Salary Schedules

Sub-Division A. 2021-2022:

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2021-2022 school year.

Sub-Division B. 2022-2023:

The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2022-2023 school year.

Article 2. Status of Salary Schedule and Teacher Discipline

Sub-Division A. Withholding of Salary Increases:

No teacher shall be denied scheduled salary increase or deprived of any professional advancement without proper cause. However, a teacher's advancement is subject to the right of the School District to

withhold increments, lane changes, or other salary increases for proper cause. An action withholding a salary increase shall be subject to the grievance procedure.

Sub-Division B. Criticism of Teachers:

Criticism of teachers shall be referred to the teacher through the administration. If a teacher feels he/she has been unduly disciplined or criticized, he/she shall be entitled to have a representative of the Exclusive Representative present at a requested meeting to clarify the issue. If the information forms the basis for disciplinary action, it will be made available in writing to the teacher and the Exclusive Representative, if requested.

Sub-Division C. Conferences and Recommendations:

In the event of dissatisfaction with a teacher, he/she shall be notified by the administration of the specific criticisms in order that a positive program of improvement might be effected. The following steps shall be taken in this order:

A conference between the teacher and administration shall be held as soon as the criticism is reported in order that the teacher may be informed and may have an opportunity to clarify the issue. If a solution does not result from the first conference and parents are involved, a second conference including the parents, teacher and principal may be held. If necessary, a guidance program shall be initiated through the efforts of the administration. All other measures failing, the Superintendent shall be aware of the adjustments.

If the advice concerns the teacher, the Superintendent will make the final recommendation, and, in the event that he/she recommends dismissal, it shall conform to M.S. 122A.40.

Article 3. Placement on Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Sub-Division A. 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 School District.

Sub-Division B. Grades and Credits:

To apply on the salary schedule, all credits beyond the bachelor's degree or toward an advanced degree must be graduate credits when the course is offered as such and carry a minimum grade equivalent of "B" except where only pass/fail grades are given – then a grade of pass will be required. Each lane change is 15 quarter credits or 10 semester credits (1 semester credit is equal to 1.5 quarter credits; 1 quarter credit is equal to 0.667 semester credit).

Sub-Division C. Prior Approval:

All credits, in order to be considered for application on the salary schedule, must have written preapproval from the superintendent, and any credits of questionable application to a teaching assignment shall be referred to a credit committee consisting of 2 administrators and 1 teachers. Any decisions granted on credit application shall be made within 7 working days from receipt of the request.

Starting with the 2005-06 school year and continuing thereafter, all new teachers, regardless of the earned credit count beyond the bachelor's degree, and current teachers who have not earned at least the BA+15 lane or received prior approval for credits that would total 15 beyond the bachelor's degree before July 1, 2005, cannot move beyond the BA+45 lane unless they are enrolled in an approved master's degree program that is germane to their teaching field and issued through an accredited higher education institution. Credits leading to a master's degree in education may qualify for lane advancement.

Sub-Division D. Increases in Salary for Training:

Individual teaching contracts will be modified to reflect qualified lane changes twice each year. Lane changes to be effective at the beginning of the school year require a submission of an official transcript of qualified courses to the Superintendent's office no later than October 10th. Transcripts received by October 10th will be paid retroactive to the beginning of the current school year. Lane changes to be effective for the second half of the school year require a submission of an official transcript of qualified courses to the Superintendent's office no later than February 10th. Transcripts received by February 10th will be paid retroactive to the beginning of semester two of each year. Credits submitted by transcript after the effective deadline dates, even though otherwise qualifying, shall not be considered until the next date on which lane changes may become effective.

Sub-Division E. Payment of Present Salary:

The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the past school year.

Sub-Division F. Prior Experience:

A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher, provided that step placement does not exceed the number of years or prior experience of the incoming teacher.

Sub-Division G. District Credits for Lane Change

When a teacher pursues additional course work requested by the District to fill a new requirement or program need, they can apply for either credits for lane change or a request for the District to pay for training without the lane change option. This need for required additional education will be determined by the School Board and approved by the Superintendent.

Article 4. Additional Information

Sub-Division A. Teacher Pay Periods:

For the purpose of salary payment the School Calendar Year will begin September 1st. Teachers shall be given the option of choosing to receive their annual salary in 18 equal payments over 9 months (during the work year) or in 24 equal payments over 12 months. Checks will be issued on the 15th and 30th of each month; and the last day of the month in February. Any pay period ending on a weekend or holiday shall be paid on the last day of school before such weekend or holiday.

Teachers must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the bargaining unit member informs the employer of

the desire to change payment options for a subsequent year. In no event shall the payment option of a unit member be changed after the start of the work year.

In the event a teacher fails to inform the employer of his/her desired payment option prior to the start of the member's work year, that unit member shall be paid in twenty-four (24) equal payments over (12) months as noted above.

Sub-Division B. Mileage Rate:

Mileage will be paid according to the rate set by the Internal Revenue Service.

Article 5. Suspension Without Pay

Sub-Division A. Without Pay:

A teacher may be suspended without pay for just cause. Prior to any unpaid suspension, a notice of intent to suspend will be given; both the teacher intended for suspension and the Exclusive Representative shall be notified. A suspension is subject to the grievance procedure. Any suspension should carry with it a maximum number of 5 working days; any extension of this number of days can be done by proving just cause in advance of the extension.

Sub-Division B. Notice:

Suspension shall take effect upon the teacher's receipt of written notification from the Superintendent, stating the grounds for the suspension together with a statement that the teacher may make written request within 5 working days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested within such calendar period, the teacher shall be deemed to have acquiesced to the suspension. Failure to request a hearing, however, is not deemed as an admission of guilt.

Sub-Division C. Hearing:

If the teacher requests a hearing within the 5 working day period, the hearing shall take place within 10 working days after receipt of the request for a hearing. At the option of the School Board, the hearing may be by a committee or a designated representative(s) of the School Board. The School 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 for any salary loss during the period of the suspension not affirmed by the School Board, and any reference to the suspension shall be expunged from the teacher's file. In the event that the suspension is reversed, any reference to the suspension shall be expunged from the teacher's file. The teacher and the Association shall be notified 5 working days prior, of the date, time, and place of the hearing, and the School Board shall issue its decision within 10 working days after the conclusion of the hearing.

Sub-Division D. Grievance:

The decision of the School Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level provided written notification requesting arbitration is received by the Superintendent within 5 working days after receipt of the School Board's decision.

SECTION IV. EARLY CHILDHOOD FAMILY EDUCATION (ECFE) TEACHERS

Article 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 an ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1. or M. S. 125.17, Subd. 1.

Article 2. Probationary Period:

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

Article 3 Unrequested Leave of Absence (ULA) and Recall

ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be placed on ULA and recalled within order of seniority with other ECFE teachers.

Article 4. Compensation

~~ECFE teachers shall be compensated based per their pro-rata hourly rate pursuant to appropriate placement on the salary schedule.~~

Article 4.5. Sections of the Master Agreement not Applicable

SECTION I., Article 5., Sub-Divisions F., G., H.;
SECTION III., Article 4., Sub-Division C.;
SECTION V., Articles 7., 8., 9.; and
SECTION VI.

Article 5.6. Hours of Service, Duty Day, Duty Week, and Duty Year

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

SECTION V. ADDITIONAL COMPENSATION AND BENEFITS

Article 1. Extra-curricular Schedule

The wages and salaries reflected in Schedule C attached hereto shall be a part of this Agreement.

Article 2. Group Insurance, Health and Hospitalization Insurance

Sub-Division A. Policy Section

The District will make available insurance policies to include a high single (\$2000-\$3000), family (\$4000-\$6000), medium single (\$500-\$2000), family (\$1000-\$4000) and a low deductible single (\$250-\$500), family (\$500-\$1000).

Sub-Division B. Selection

An insurance study committee composed of at least fifty (50%) teachers will make recommendations to the School District relative to the selection of the insurance policy.

Sub-Division C. Enrollment

The teacher must enroll in the School District's group health and hospitalization insurance plan to qualify for coverage. The School District's designated representative(s) and a member(s) of the Exclusive Representative shall meet at the request of the Exclusive Representative to discuss insurance.

Sub-Division D. Single Coverage

The School District, for single coverage, shall pay up to and not exceed \$7,524.14 of the hospital, surgical and major medical insurance premiums for full-time teachers. Continuing thereafter; for each continuing year, the School District contribution shall increase this maximum by 5% or the amount of premium increase, whichever is less. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Choice of policy for single coverage is at the discretion of the employee. Employees are eligible for insurance benefits upon employment.

Sub-Division E. Dependent Coverage

The School District, for dependent coverage, shall pay up to and not to exceed \$9475.00 of the hospital, surgical and major medical insurance premiums for all full-time teachers and their dependents. Choice of policy for dependent coverage is at the discretion of the employee. Employees are eligible for insurance benefits upon employment.

Sub-Division F. Election

Employees must either waive coverage or select single/dependent coverage by the beginning of each contract year. ~~If a status change occurs, employees can submit this change to the insurance carrier through the business office.~~ If a status change/qualifying event occurs within the year, employees may submit this change to the employer through the District Office for processing.

Article 3. Income Protection Insurance

The School District will pay up to \$10.00 per month, not to exceed \$120.00 per year in 2021-2022 and the School District will pay up to \$10.00 per month, not to exceed \$120.00 per year in 2022-2023, toward the sum necessary to pay the premium for each full-time teacher in the unit who qualifies for and is enrolled in the District's income protection insurance plan. Any additional cost of the premium over and above the District's contribution will be paid by the teacher through payroll deduction. If income protection payments are made while accumulated, unused sick leave is still being drawn, then, to the extent permitted by the insurance policy, the teacher may, at the teacher's option, continue to draw accumulated sick leave not to exceed the difference between disability income payments and full pay or may take disability income payments and stop using accumulated sick leave, in which event, the unused accumulated sick leave shall remain available to the teacher.

Article 4. Selection

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier. The School District reserves the right to name the insurance carrier.

Article 5. Part-time Teacher Benefits

Part-time teachers shall be pro-rated to all full-time benefits and compensation in this Agreement.

Article 6. 403B Matching Funds Pay for Teachers Hired January 1, 1990 And After

Teachers hired January 1, 1990, or after will be eligible for a 403B matching funds benefit. To qualify, a teacher must have taught in the School District for a minimum of 4 years. On the 5th year of employment or thereafter, the teacher may elect to participate in the Employer matching 403B benefit. To receive the benefit, the teacher must be employed by the School District and at least match the District's contribution. The teacher will receive a matching contribution of up to 2% of the basic teaching salary not to exceed \$2,000 per year. A teacher may participate in this benefit for a maximum of 25 years.

Article 7. Tax Deferral of Severance Pay For Teachers Hired Prior to January 1, 1990

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and

Whereas, the exclusive representative and the school district recognize the tax advantages of this new option for both the employer and the employees.

Be it therefore resolved that the parties agree to the following:

Subdivision A. Account Contributions:

Subject to the limitations listed below, the School District will first contribute directly into the retiree's 401A account, and any remaining amount into a 403B account. This amount shall be equal to the value of the following: (a) for teachers hired before January 1, 1990, 5 days of pay for each full year of service, not to exceed 50 days, and (b) for teachers hired before January 1, 1990, an amount equal to the value of 50% of the retiree's unused sick leave days, not to exceed 50 days. The retiree will not receive any direct payment from the School District for severance pay.

Subdivision B. Eligibility:

Retirees will only be eligible for this contribution if they have completed 20 years of service with the School District and they submit a written resignation by April 1 or a later date that may be mutually agreed to by the Exclusive Representative and the School Board.

Subdivision C. District Contribution Limitations:

The School District's annual contribution into the retiree's 401A and/or 403B account must not exceed the IRS contribution limit. If the amount calculated in Subdivision A. above exceeds the available limits in the year of separation, the School District will make a contribution of any remaining amount up to the IRS maximum into the retiree's 403B account in the following year(s).

Subdivision D. Vendor

The School District will only make contributions to the board-approved vendors. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with contribution information for the previous 12 months. The retiree will then submit the calculation of maximum deferral from the vendors.

Subdivision E. Agreement:

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

Article 8. Health Care and Health Care Savings Plan (HCSP)

Subdivision A. District Contribution:

The District will contribute an amount equal to the value of 100% of the eligible retiree's retirement health care plan into an HCSP. The contribution will be capped at \$10,800.

Subdivision B. Eligibility:

Retirees eligible for the contribution noted in Subdivision A. above must have been hired prior to July 1, 1999, and must be at least 55 years of age at retirement. The retiree must also give written notice of intent to retire by April 1 or a later date of the year he/she wishes to retire, as mutually agreed upon by the Exclusive Representative and the School Board.

Subdivision C. Health and Hospitalization Insurance:

Retirees shall be eligible to remain in the existing group health and hospitalization insurance program at the teacher's expense whether or not he/she is eligible for the above HCSP contribution.

Subdivision D. Agreements:

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

Article 9. Eligibility of Teacher for Retirement While on Unrequested Leave

Any teacher put on unrequested leave who meets the conditions as set forth in Articles 7 and 8 above will be eligible to apply for severance pay and HCSP. In doing so, the teacher who accepts severance pay forfeits his or her right of being re-called should the position re-open.

Article 10. Curriculum Development/Long-term Planning

Sub-Division A. Request for Authorization:

The School District shall retain the right to determine which curriculum development is deemed deserving of extra pay based on the curriculum being developed. The curriculum development project is to be at the written request or authorization of the School District. This request will also include an estimated time line for completion.

Sub-Division B. Payment:

Payment shall be made upon satisfactory completion of the work. (See schedule C)

Sub-Division C. Performance of Duties:

An attempt shall be made to have curriculum development duties performed in the teacher's school building after regular school hours or during summer vacation. Any teacher performing curriculum duties will be under the supervision of an administrator.

Article 11. Education Tuition Reimbursement

Up to \$200.00 tuition per teacher for summer or evening courses may be granted upon written request and at the discretion of the School District. Up to a maximum of \$1,000.00 per year may be granted for this tuition. If more than 5 teachers successfully complete the courses, the \$1,000.00 will be divided equally. The distribution will be made at the end of the school year. Priority for this approval will be based on the needs of the District.

Article 12. Daily Room and Board Allowance:

As per School District Policy 412.

SECTION VI. SCHOOL DAY, TERM AND CALENDAR

Article 1. Hours of Service

Sub-Division A. Basic Day:

The teacher's basic day, exclusive of a duty free lunch, will consist of seven (7) hours and fifteen (15) minutes of continuous duty time. The day cannot start earlier than 7:00 A.M. and cannot extend beyond 6:00 P.M. The teacher's basic day may be extended to attend parent/teacher conferences as established in the mutually agreed upon school calendar.

Sub-Division B. Building Hours:

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District in the faculty handbook.

Sub-Division C. Additional Activities:

The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, supervisory activities, in-service training and inherent teaching duties as determined by the School District.

Sub-Division D. Preparation Time – Elementary:

Elementary classroom teachers shall have at least 50 minutes of preparation time per day in no more than 2 useable blocks of at least 20 minutes. Preparation time shall be free from other assigned duties. Preparation time for part-time teachers will be pro-rated.

Sub-Division E. Preparation Time – High School 7-Period Day:

In the event of a 7 period day, the following will be in effect: a teacher shall have 6 periods of classroom instruction. One of the class periods may be used for the purpose of study hall or noon hour

supervision. Secondary classroom teachers shall have a minimum of 1 period per day of preparation time. Preparation time shall be free from other assigned duties. Preparation time for part-time teachers will be prorated.

Sub-Division F. Preparation Time – High School, 8-Period Day:

The 8-period day will be subject to a 2-year trial with the following provisions:

1. a high school teacher will be assigned to no more than 6 instructional periods in a day;
2. a high school teacher will be assigned no more than 5 teaching preparations unless mutually agreed upon by the teacher and the School District;
3. each high school teacher will be assigned 1 preparation period per semester;
4. each high school teacher will be assigned a study hall for 1 semester and an additional preparation period for the other semester- any exception to this will be mutually agreed upon by the teacher and the School District;
5. 1/8 of the teacher's regular salary will be paid for any regularly scheduled class lasting a minimum of 9 weeks that is in addition to the 6 instructional periods.

Sub-Division G. Reinstatement of Eight Period Day:

When the School District decides to go to a 7 period day, the 8 period day language will not be in effect. If the School District returns to an eight period day, the eight period day language will be reinstated.

Sub-Division H. Additional Teaching Duty Reimbursement Rate:

A teacher performing duties during the unassigned period at the request of the School District and by mutual consent or when normal pupil contact hours are exceeded shall be reimbursed as follows:

1. 1/7 of teacher's regular salary for a 7th class of at least 9 weeks in duration;
2. Teachers will be reimbursed at the "student contact beyond contract (formerly Schedule "C" Summer School hourly wage) hourly wage to be prorated.
3. Elementary teachers will be reimbursed \$900 per (k-6) multi-grade class taught

Sub-Division I. 4-Period Day:

The 4-period day will be subject to the following provisions:

1. no high school teacher shall teach more than a total of 255 minutes of subject matter per day, unless mutually agreed upon by the teacher and the School District;
2. a high school teacher shall be assigned no more than 5 teaching preparations unless mutually agreed upon by the teacher and the School District;
3. each high school teacher shall be assigned 85 minutes of preparation per day unless mutually agreed upon between the teacher and the School District;
4. each semester, a high school teacher shall be assigned 30 minutes of supervisory time that may include homeroom duties - exceptions could include teaching overloads and preparation time considerations.

Sub-Division J. Additional Teaching Duty Reimbursement Rate, 4-Period Day:

Any teacher duties assigned beyond the provisions in Sub-Division I shall be reimbursed at the Student Contact Beyond Contract Rate as defined in Schedule C.

Sub-Division K. Duty Free Lunch Period:

No duties shall be assigned during the duty-free lunch period except with mutual consent.

Sub-Division L **Pairing**

In the event the District enters into an arrangement of paired teaching staff with another district, it will be done with the following provisions:

- a. Staff that is paired with another district will remain under the home district's contract and the shared district will reimburse the home district for service.
- b. Assignments will be made on a volunteer basis. If there is no volunteer, then they will be assigned.
- c. Teachers will be paid round trip mileage between schools, or given use of a school car.
- d. Evaluations may be shared by each district, not to exceed three per year.
- e. Teachers will retain all seniority, right, salary, and benefits under the home district's contract.
- f. Teachers will be given prep-time and lunch time, in addition to transportation time between districts.
- g. Teachers are not required to accept schedule C assignments in the other district.

Article 2. **Length of the School Year**

Pursuant to M.S. 120A.40, the School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school years for 2021-2022 and 2022-2023 shall each consist of 180 duty days.

Article 3. **Length of School Term**

Sub-Division A. **Calendar Modifications:**

In the event that schools must be closed for any reason, the School District and the Exclusive Representative shall meet within 10 days, if requested by the Exclusive Representative, of such closing to discuss extending the school term or changing the school calendar. If the School Board determines, through meet and confer, that an extension of the school term is necessary, the teachers shall teach on such days.

Sub-Division B. **Notification:**

If the school calendar is changed, the teachers shall be notified of such change within 3 work days.

Section VII. UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Article 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.

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

Sub-Division A. 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.

Sub-Division B. 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 determined by the School District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Sub-Division C Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. 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.

Article 3. ULA:

Sub-Division A. 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 five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the 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.

Sub-Division B. Notice to Teachers: Following School Board action on discontinued positions and school board action proposing placements of teachers on unrequested leave, each individual teacher on ULA shall receive placement notice of proposed placement:

1. Prior to July 1;
2. States the applicable grounds for the proposed placement;
3. Provides notices to the teacher of their rights

Sub-Division C.

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 field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review 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.

Sub-Division D. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School 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.

Sub-Division E. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular educational 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 School District.

Sub-Division F.

If a tie in seniority should occur between 2 or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence, recall, or transfer:

1. in the event of a tie in seniority, employed by I.S.D. 435 in a continuing teacher contract, the teacher having the greater number of years of service in the teaching area being reduced shall be the more senior
2. in the event of a tie in the number of years of service in the teaching area, the teacher having the greater number of teaching license areas shall be the more senior; only those license areas on file by January 15th with the office of the Superintendent shall be considered applicable;
3. in the event of a tie in the number of teaching license areas, the teacher having the higher lane placement on the salary schedule shall be the more senior;
4. in the event of a tie in lane placement, the teacher having the higher step placement on the salary schedule shall be the more senior;
5. in the event that a tie(s) are not broken by the above sequence, the School District may determine which teacher(s) will be more senior.

Sub-Division G.

A teacher on ULA does not forfeit any years of service towards seniority, upon reinstatement will resume with the same number of years of service.

Article 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School 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.

Article 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 School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Article 6. Reinstatement:

Sub-Division A. 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.

Sub-Division B. 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.

Sub-Division C. 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 fifteen (15) working days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such fifteen (15) working 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.

Sub-Division D. 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 School Board and the qualified teacher.

Section 7. Establishment of Seniority List:

Sub-Division A. The School Board shall annually cause a seniority list (by name, first day of continuous teaching service in the School District, 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.

Sub-Division B. 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) working days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Sub-Division C. Final List: Within ten (10) working 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 8. 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 on file in the Superintendent's 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 meeting 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.

SECTION VIII. GRIEVANCE PROCEDURE

Article 1. Definitions

Grievance: A claim by a teacher or his/her designated representative that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Article 2. Representative: The grievant(s), 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.

Article 3. Definitions and Interpretations:

Sub-Division 1 Extensions: Time limits specified in this Agreement may be extended by mutual, written agreement.

Sub-Division 2. Days: Any 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.

Sub-Division 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.

Sub-Division 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.

Article 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provisions(s) of the Agreement allegedly violated and particular relief sought, within twenty (20) days after the date that the first event giving raise 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 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 resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Article 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Sub-Division 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved.

Sub-Division 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after 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 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.

Sub-Division 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School 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.

Article 6. 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 grievant(s) may appeal it to the next level.

Article 7. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Sub-Division 1. Request: A request to submit a grievance to arbitration must be in writing

signed by the aggrieved party(ies), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III above.

Sub-Division 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.

Sub-Division 3. Selection of Arbitrator: Upon the proper submission of a grievance the terms of this procedure, the parties may, 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 Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Sub-Division 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 processing before the arbitrator shall be a hearing de novo.

Sub-Division 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 presented before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in 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.

Sub-Division 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.

Sub-Division 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances presented before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall adhere to terms and conditions of employment as defined and contained in this written Agreement at the time the grievance was filed; 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 School 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 School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Sub-Division 8: In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

Sub-Division 9: Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

Sub-Division 10: No reprisals of any kind will be taken by the School District against any Teacher because of his/her participation in this grievance procedure.

Article 8. 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(s) 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 the Agreement or to enforce the award of an arbitrator.

SECTION VIII. AGREEMENT DURATION AND PUBLICATION

Article 1. Duration

Sub-Division A. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA. If either party 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. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Sub-Division B. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any

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 negotiations during the term of this Agreement.

Sub-Division D. Severability:

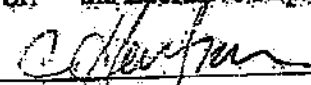
The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Article 2. Publication

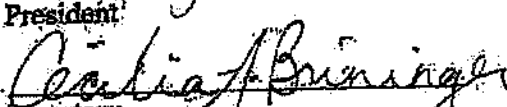
Copies of this Agreement shall be printed at the expense of the School District within 30 days after the Agreement is signed, and a copy shall be presented to every teacher employed by the School District. Further, the School District shall furnish each new teacher a copy of the Master Agreement.

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

For: the Exclusive Representative



President



Secretary



Chief Teacher Negotiator

Dated this 18 day of August 2021

For: the School District



School Board Chair



School Board Clerk



School Board Treasurer

Dated this 18 day of August 2021

Negotiator

Negotiator

Negotiator

EXTRA-CURRICULAR PAY SCHEDULE C AND D

All coaches and advisors are required to take care of their respective activities through the season as set by the Minnesota State High School League and until eliminated in post-season competition. The pay listed is for the complete season of the activity from the legal beginning date through all tournaments or contests.

DISTRICT SCHEDULE C

To determine the payment for extra-curricular services, multiply the percentage times the starting or beginning teacher's salary as listed on the BA lane of the adopted salary schedule. Each year that a teacher continues in the same position as coach or advisor of the activity, he/she shall advance on the BA lane 1 step as a basis of calculating the extra-curricular pay. The cut-off or maximum for this schedule in 2021-2023 will be the 8th step of the BA lane. A coach who has experience in another

To determine the payment for extra-curricular services, multiply the percentage times the starting or beginning teacher's salary as listed on the BA lane of the adopted salary schedule. Each year that a teacher continues in the same position as coach or advisor of the activity, he/she shall advance on the BA lane 1 step as a basis of calculating the extra-curricular pay. The cut-off or maximum for this schedule in 2021-2023 will be the 8th step of the BA lane. A coach who has experience in another school system or changes positions in the same sport will be placed on the step of the salary schedule as agreed between the District and coach, to a maximum of step 7.

"The same sport" refers to both boys' and girls' athletics as long as the sport is the same.

JOINT/CO-OP SCHEDULE D

2021-2022

2022-2023

1. Steps will be calculated from the averages of BA Lane from both Waubun and Mahnomen salary schedules.
2. Post-Season Pay: Head and assistant coaches are eligible to receive post-season pay per week following the last competition for which all teams are eligible. Post-season pay will be 5% per week of additional pay.
3. Coaches will be placed on the step based on their years of coaching experience within the district.
4. A Memorandum of Understanding will be developed as activities are added to the cooperating Mahnomen/Waubun-Ogema-White Earth District between contract years. Those MOU's will be negotiated into the Joint Activities/Co-op Schedule during negotiations.