

# **TEACHERS' MASTER AGREEMENT**

**RED LAKE  
July 1, 2017 – June 30, 2019**

**INDEPENDENT SCHOOL DISTRICT NO. 38  
RED LAKE INDIAN RESERVATION  
RED LAKE, MN. 56671**

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## **PREAMBLE**

The School District and the Exclusive Representative of the Teachers have a common responsibility and that is to provide all the students in the Red Lake School System with the opportunity to have quality education. Through this agreement we, the District and the Exclusive Representative, will endeavor to do this.

## **ARTICLE I PURPOSE**

This agreement is entered into and between Independent School District No. 38, Red Lake, Minnesota and Education Minnesota-Red Lake Local No. 2007, hereinafter referred to as the Exclusive Representative, the Union, or Local 2007, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA to provide the terms and conditions of employment for teachers for the duration of this agreement.

## **ARTICLE II RECOGNITION**

In accordance with PELRA, the School District recognizes Education Minnesota-Red Lake Local No. 2007 as the exclusive bargaining representative of teachers employed by the School District. The Exclusive Representative and the School District shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

## **ARTICLE III DEFINITIONS**

SECTION 1. The words Board, School Board, District, or School District as used in this agreement mean the Board of Education of Red Lake School District No. 38 and/or its designated representative.

SECTION 2. The words "Union" or "Exclusive Representative" as used in this agreement mean Education Minnesota-Red Lake Local No. 2007.

SECTION 3. The word "Agreement" as used in this Agreement shall mean the Master Agreement.

SECTION 4. 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, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

SECTION 5. 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 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and other employees excluded by law.

SECTION 6. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by PELRA.

## **ARTICLE IV TEACHER'S RIGHTS**

SECTION 1. FAIR PRACTICES: In accordance with Board policy, no teacher shall be discriminated against by the District or its designated representative on the basis of race, creed, color, national origin, gender, marital status, or membership in a professional organization.

SECTION 2. 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 organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

SECTION 3. 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 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; provided, however, the School District may destroy such files as provided by law.

SECTION 4. DUES DEDUCTIONS: In accordance with PELRA, the District shall deduct from the teacher's paycheck the dues that the teacher has agreed to pay to his/her designated teacher organization stipulated by a properly submitted dues deduction authorization card. The total amount of dues shall be deducted equally from each paycheck. The District shall reimburse the proper organization beginning with the October payment. Dues deduction shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA.

SECTION 5. FAIR SHARE FEE: The Exclusive Representative shall be authorized to assess fair share fees pursuant to PELRA.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative but not including actions arising solely from the School District's failure to correctly mechanically deduct such fees. Any fair share fee dispute shall not be subject to the grievance procedure.

SECTION 6. RIGHT TO VIEWS: Pursuant to 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 if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

SECTION 7. MASTER AGREEMENT: A copy of the Master Agreement must be presented to every teacher at the time they are hired by the District and sign their teaching contract. The District will post a copy of the Master Agreement on the District's website.

SECTION 8. TEACHER LIST: On or before September 15 of each year, the superintendent shall issue to the Exclusive Representative a list of all teachers employed by the School District.

## **SCHOOL DISTRICT'S RIGHTS**

**SECTION 1. *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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**SECTION 2. *MANAGEMENT RESPONSIBILITIES:*** The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

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

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

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

**SECTION 1A. *2017-2019 SALARY SCHEDULE:*** The wages and salaries reflected in Schedules A and B attached hereto shall be part of this Agreement for the 2017-2019 school years. All full time teachers will be compensated according to the salary schedule in accordance with the terms of this Agreement. Part-time teachers shall be compensated according to the salary schedule proportional to the extent of their employment.

**SECTION 1B. *STATUS OF SALARY SCHEDULES:*** In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed.

### **SECTION 2A. *BASE SALARY:***

Subd. 1 All licensed teachers with a Bachelor of Arts or a Bachelor of Science degree will be paid according to the salary schedule in the Master Agreement regardless of their area of study.

Subd. 2 All licensed teachers who do not possess a Bachelor of Arts or Bachelor of Science degree will be paid at 88% of the proper salary step in the Master Agreement.

**SECTION 2B. *LANE CHANGE:*** All credits, in order to be considered for application on the salary schedule, must be approved by the District. The term credits as used herein refers to quarter credits. Credits based on the semester system shall be calculated at 1.5 quarter hours per 1.0 semester credit. In determining placement of a teacher on the appropriate lane the following rules shall apply:

Subd. 1. Credits must be in the teacher's major field of study or germane to teacher's teaching assignment.

Subd. 2. Credits required by the State of Minnesota for recertification or those credits required by the District.

Subd. 3. Credits not covered under Subd. 1 or 2 of this Article must receive prior approval from the Board to qualify for lane changes.

Subd. 4. All credits beyond the bachelor's degree must be graduate credits and carry a grade of "B" or better. If the credits are only offered pass/no pass then a pass grade shall be required.

Subd. 5. All credits must be taken at an accredited college or university.

Subd. 6. It is suggested that teachers seek prior approval from the District on all credits. All teachers must seek approval by June 1 for summer session classes, in writing from the district on all credits.

SECTION 3. The base raise will apply to all certified teachers even though they may not qualify for a regular increment increase due to stipulations in SECTION 7 of this Article.

SECTION 4. Teachers who qualify for a change in training status will be placed on the schedule accordingly. Non-degree teachers, who earn a degree, will be given two-thirds years credit on the BS scale for each year on the Non-Degree scale. (Example: The teacher has taught for several years and is on the eight year step when he earns his/her degree. He/she will be placed on Step 5 of the BS scale;  $2/3 \times 8 = 5 \frac{1}{3}$ ).

SECTION 5. All credits to be applied to the salary schedule above the Master's Degree shall be earned after the Master's Degree was granted.

SECTION 6. Advancement to a higher lane on the salary schedule will be twice yearly as follows:

- a. At the regular October meeting of the School Board for all credits earned prior to the start of the school year; and
- b. At the regular February meeting of the School Board for all credits earned prior to January 15.

To be considered for advancement the teacher must submit an official transcript from the college or university indicating the final grades and credits have been recorded, and in the case of a degree, that all requirements have been completed. Transcripts must be submitted prior to October 1 and January 15 respectively. Lane change requests submitted by October 1 and approved by the School Board shall be retroactive to the beginning of the current school year. Lane change requests submitted by January 15 and approved by the School Board shall be retroactive to January 15 of the current school year.

SECTION 7. All new teachers shall be given full credit for actual teaching experience up to three years (1 year = Step B; 2 years = Step C; 3 years = Step D). In its sole discretion the District may give such credit for additional years of teaching experience as it deems appropriate. Full credit will be given for all credits earned beyond the bachelor's degree, if credits meet requirements of SECTION 2b.

SECTION 8. A teacher shall be reimbursed for tuition and fees up to \$150.00 per semester hour credit for credits earned in any school year provided they meet the requirements of SECTION 2b of this Article, effective only after the 1st Agreement date. Reimbursement will be made by voucher after an official transcript, with the applicable credits listed, is provided to the Superintendent.

SECTION 9. RELATED WORK EXPERIENCE: On the basis of a ten-week summer at forty (40) hours per week or about 400 clock hours of work, the equivalent of one college quarter hour credit will be awarded for each 100 hours of planned and closely related work experience. The credits earned will count only for a salary lane change. The



teacher must submit to the Board for their prior approval, a written plan which will include:

- a. Nature and location of proposed work experience.
- b. Relevance to the courses he/she teaches.
- c. Benefits expected to his/her students, the school, and himself or herself.
- d. Allocation of time involved in the proposed work experience.
- e. Proposed quarter hour equivalency to be earned.

SECTION 10. Teachers on leave of absence for any reason for more than 50 per cent of any school year shall not receive an increment increase for that year.

SECTION 11. Teachers with vocational licensure will be given credit toward lane change for credits given from an accredited vocational/technical college after September 1, 1993. Credits must adhere to the rules in SECTION 2b, Subd. 1,2,3,4 and 6 of this Article.

## **ARTICLE VII PART-TIME TEACHERS**

SECTION 1. *PART-TIME TEACHERS:* Teachers who are employed half-time or less shall be eligible for benefits under this Agreement proportional to time of duty. Teachers electing to be covered under the policies in Article IX, SECTION 1 must notify the District in writing. Portions of the premiums not paid by the District shall be deducted from the teacher's pay. Part-time teachers shall not be eligible for District contribution for group insurance while on child care, maternity or paternity leave.

## **ARTICLE VIII EXTRA COMPENSATION**

SECTION 1. *EXTRA CURRICULAR SALARY SCHEDULE:* The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement. Extra-Curricular pay will commence at the beginning of the season (beginning of the employees EC Agreement) and be prorated over the length of the teachers obligation to provide services or may be paid lump sum at the end of the season. Any employee who does not fulfill the Agreement shall be subject to deduction of EC pay from regular salary or recoupment by the District by other means.

SECTION 2. *EXTRA CURRICULAR ASSIGNMENTS:* All extra-curricular assignments will be on a separate non-continuing Agreement. Extra-curricular assignments once accepted by the teacher must be continued for the duration of the school year unless released by the Board of Education. Compensation for extra-curricular assignments will be paid in December and May under SECTION E1. SECTION E2, E3, and E4 will be paid as specified.

The District reserves the right to hire non-teachers to fill any position listed on Schedule C so long as such assignments are not otherwise prohibited by law and no teacher may claim a right to continue holding such positions beyond one school term.

SECTION 3. *PAYRATE FOR USE OF PERSONAL CAR:* Authorized mileage incurred by a teacher using his/her own personal auto in performance of official school business and approved in advance by the building principal or by the superintendent shall be paid at the District's current rate. The payment shall be made by voucher.

SECTION 4. If an extra-curricular activity assistantship is not filled or becomes vacant during the year, and

another coach or assistant coach is directed to assume responsibility for that position by the District, the coach or coaches assuming such responsibility shall receive compensation according to Schedule C, attached hereto, pro-rated for the remainder of the season.

## **ARTICLE IX BENEFITS**

**SECTION 1. PREMIUM CONTRIBUTIONS:** The District shall contribute the following maximum amounts for each teacher employed by the School District who qualifies for and is enrolled in the District's group plans for health and hospitalization, dental care, life insurance and long-term disability, as follows.

Subd. 1 Teachers hired on or before June 30, 2008 are eligible for the following benefits:

- Health and Hospitalization: Full Premium (Single or Family)
  - The Health and Hospitalization plan shall have the same benefits as the plan negotiated in the Agreement for 1991-93. These benefits apply to the Traditional Health and Hospitalization plan only.
  - Teachers hired prior to July 1, 2008, may, at their choice, participate in:
    - Plan CDHP 830 - VEBA with a health reimbursement arrangement or,
    - Plan CDHP 870 - VEBA with a health reimbursement arrangement and health saving account.Once this choice is exercised, the teacher may not re-enroll in the Traditional Health and Hospitalization plan.
- Dental: Full Premium (Single or Family)
- Life Insurance-Term-in the amount of \$50,000: Full Premium
- Long Term Disability: Full Premium

Subd. 2 Teachers hired between July 1, 2008 and May 10, 2016 are eligible for the following benefits:

- Health and Hospitalization: Full Premium (Single or Family)
  - Teachers hired between July 1, 2008 and May 10, 2016, are eligible to participate in:
    - Plan CDHP 830 - VEBA with a health reimbursement arrangement or,
    - Plan CDHP 870 - VEBA with a health reimbursement arrangement and health saving account.
- Dental: Full Premium (Single or Family)
- Life Insurance-Term-in the amount of \$50,000: Full Premium
- Long Term Disability: Full Premium

Subd. 3 Teachers hired on or after May 11, 2016 are eligible for the following benefits:

- Health and Hospitalization: Full Premium (Single)
  - Plan CDHP 830 - VEBA with a health reimbursement arrangement or,
  - Plan CDHP 870 - VEBA with a health reimbursement arrangement and health saving account.

If the teacher elects family coverage, any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

- Dental: Full Premium (Single or Family)
- Life Insurance-Term-in the amount of \$50,000: Full Premium
- Long Term Disability: Full Premium

Beginning July 1, 2017, the District will pay applicable benefit premiums through the end of the month in which the teacher severs employment.

## **ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT**

Subd. 1. Establishment of VEBA: Effective July 1, 2008, Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members (and eligible retirees) who exercise their option to enroll in the high deductible health insurance program offered in Article IX, SECTION 1. Employer and employees (and eligible retirees) assent to and ratify the appointment of the trusts and plan administrator for the VEBA Plan and Trust identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under SECTION 501(c)(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an "FSA"), the Employer 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 an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Article IX, SECTION 1.

Subd. 2. Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees and eligible retirees described in Summary and attached as VEBA Attachment #2.

Subd. 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the Employer. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid: from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the Employer. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees and Eligible Retirees:

Clause 1. Contributions to the Active Employees' and Eligible Retiree's Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members (and eligible retirees) in accordance with the following schedule:

- 80% of the deductible for each qualified employee (and retiree) who elects single coverage under the group health plan described in Subdivision 5.
- 80% of the deductible for each qualified employee (and retiree) who elects family coverage under the group health plan described in Subdivision 5.

Clause 2. The contribution will be made on a quarterly basis over the VEBA Plan year.

Clause 3. If a qualified bargaining unit member (or retiree) enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution.

Clause 4. 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 in Article IX, SECTION 1.

Subd. 5. High Deductible Health Plan: Employer shall make available a high deductible health plan (CHDP 830 or CHDP 870) described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members (and eligible retirees) who elect to participate in said plan.

The Life Insurance plan, the total benefit available may be reduced for teachers between the ages 64 and 70 according to the schedule provided in the certificate of insurance.

The Long Term Disability plan, the district shall provide a long-term disability insurance program for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, for administration.

SECTION 2. DEDUCTIONS FROM SALARY: Upon the request of the teacher, any additional premium cost not paid by the District shall be borne by the teacher and paid by payroll deduction.

SECTION 3. CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the District's only obligation is to purchase insurance policies 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 an insurance carrier.

SECTION 4. 403b MATCHING CONTRIBUTION: The Board of Education shall implement a 403b Plan effective July 1, 2002 and amended July 1, 2007. The 403b Plan will be only for those members who commence employment after March 1, 1989. Participants in the Plan shall receive matching contributions, monthly from the District, according to the following schedule. Commencing July 1, 2007 the District shall deduct from any participating member's Severance Pay (see Article XIII, SECTION 5), matching amounts in excess of \$100 but not exceeding \$300 monthly.

Those members who are less than 1.0 FTE (full-time equivalent) will be paid matching funds at the percent of their FTE. Members are eligible for this benefit upon receiving tenure.

<u>Eligibility</u>	<u>Member Monthly Contribution</u>	<u>District Matching Contribution</u>
Tenured teachers	\$1-100	\$1-100*
Tenured teachers	\$101-300	\$101-300**

- Matching amounts of \$100 or less are not deducted from member's Severance Pay.

\*\* Matching amounts greater than \$100 shall be deducted from member's Severance Pay.

Subd.1. Approved 403b vendors; The parties agree that the following vendors will be allowed to provide 403b plans/services for teachers: Oppenheimer Funds, VALIC, New York Life Insurance Company, Edward Jones 403b ASP, Great West Life and Annuity, Great American (GALIC), Franklin Templeton Investors Services, ESI Education Minnesota, Ameriprise Financial Services, Inc., Thrivent Financial. The parties agree that at no time shall the number of vendors be less than five (5) nor exceed twelve (12). To add a new vendor, there must be at least five (5) teachers who wish to use the vendor. Once a vendor is established, if the number of active participants is three or less, no new participants will be added.

## **ARTICLE X LEAVE OF ABSENCE**

SECTION 1A. SICK LEAVE-DAYS EARNED: Sick leave for a teacher shall be 15 days per year, with accumulated days unlimited, without loss of pay for any of the following reasons: Personal illness of the teacher; child

birth, if a certificate from the teacher's physician is provided to the District stating the time needed before and after delivery. An employee may use personal sick leave benefits provided by the employer to be used at any time for absence caused by illness, injury, medical and dental appointments, or attendance upon a seriously ill spouse, sibling, parent, step parent, grandparent, child, adult child, step child, foster child, grandchild or anyone in the employee's household, or any other relative or non-relative who stands in the same relationship with the teacher. Any employee desiring to use sick leave must personally notify his/her supervisor or designee immediately prior to taking such leave. Sick leave may be taken in increments of 15 minutes. The sick leave provided for herein shall be deemed earned for all full-time teachers only beginning on the first day of the school year, should a teacher's employment in the School District be severed for any reason prior to the end of the school year, leave under this SECTION shall be subject to recoupment by the School District proportional to the extent of service that year by means of payback deduction or otherwise.

SECTION 1B. If the School Board feels that an employee may have been misusing his or her sick leave they may require a meeting with that employee. If the misuse of sick leave is substantiated at this meeting the School Board may require a doctor's certification for future sick leave requests for that school year. The right of the District to require physician certification in this SECTION is in addition to its right to discipline employees for misuse of sick leave in any manner not inconsistent with applicable laws.

SECTION 1C. ACCUMULATED SICK LEAVE: On or before September 15 of each new school year, each teacher shall receive a report, in writing, of the total number of unused sick days accumulated to that time, including the present year.

SECTION 1D. BEREAVEMENT LEAVE: Up to five (5) days of non-accumulating bereavement leave shall be allowed to each employee each year at no charge to his/her accumulated sick leave. Any additional days granted by the superintendent shall be deducted from the employee's accumulated sick leave. The superintendent shall have the discretion to extend leave under this SECTION. For the purposes under this SECTION immediate family is defined as spouse, child, parent, step child, brother, sister, son or daughter-in-law, mother or father-in-law, brother or sister-in-law, aunt, uncle, grandchild, grandparent, spouses grandparent or grandchild or any member of the employee's immediate household.

SECTION 1E. WELLNESS INCENTIVE: Employees who limit their use of sick leave during the fiscal year shall receive the following stipend, which will be paid in the last pay period in June of each year:

Number of Sick Leave Days Used During the Fiscal Year	Stipend Amount
0-1 days used =	\$400.00
2 days used =	\$300.00
3 days used =	\$200.00
More than 3 days used =	\$0.00

SECTION 2. PERSONAL LEAVE:

a. Each teacher shall be afforded two days leave each year with pay for emergency, personal, legal, business, household or family matters which require absence during school hours and cannot be attended to when school is not in session. Application to the superintendent will be made at least one day before taking such leave (except in case of emergencies). Leave may not be taken on the day prior to or following a regular calendar school vacation, nor on the first or last day of the school year, except in case of emergency or superintendent's approval. Additional days without pay may be taken if necessary. Personal leave may be taken in increments of 15 minutes.

b. The teacher, after being in the district for five years, may accumulate the unused days to a maximum of five

days.

SECTION 3. UNPAID ABSENCE: For absences not included in allowable leave, full pay will be deducted for days absent, with the School District paying the substitute. The pay deducted for absences will be 1/184th of the yearly pay for each day lost.

SECTION 4. NOTICE TO ADMINISTRATION: Teachers shall notify the principal or administration as soon as possible or by the time set by his/her supervisor in charge. Every effort will be made to provide substitutes for all regular and special teachers.

SECTION 5. SABBATICAL LEAVE: To be eligible for sabbatical leave, an individual must have taught for seven full years in the Red Lake Public School. The proposed program of study or travel must be approved in advance by the Board.

Subd. a. Sabbatical leave for study shall be limited to individuals centering their study in their area of major concentration and should not be used for re-training in a new area unless at the request of the administration.

Subd. b. The allowance granted to a teacher on sabbatical leave shall be based on one-half the Agreement salary of the individual for the school term during which the leave takes place. For periods less than one year, allowance shall be pro-rated. The teacher shall remain eligible to participate in group insurance plans provided by the District.

Subd. c. A teacher who is granted a sabbatical leave must pledge himself/herself to teach in the Red Lake Public Schools for two full years following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the two years, he/she shall pay back to the School District a pro-rata of the sabbatical leave allowance and insurance premiums paid by the District during the leave.

SECTION 6. ADOPTION LEAVE: The Board shall grant an adoption leave without pay to any teacher who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried teachers. All benefits other than salary shall continue during the leave.

1. Upon learning of the date of adoption, the teacher shall submit a written application for adoption leave to the Board.

2. Adoption leave will commence at the date of adoption for a designated period of time up to six (6) months as agreed to by the Board and the teacher.

3. All teachers shall notify the Board of their intent to apply for adoption. The teacher shall not be required to use his/her sick leave for adoption leave.

4. Upon signifying his or her intent to return to work within the six (6) month period, the teacher shall be reinstated with full benefits.

5. Should additional time be required, the teacher shall renegotiate an extension with the Board.

SECTION 7. CHILD CARE LEAVE: Following the submission by the teacher of a written application for child care leave received by the Board at least 30 days prior to the leave date the Board will allow up to a maximum of one year from the leave date for the care of the teacher's new born baby. The 30 day period to begin with the next regular Board meeting date. When the length of the leave has been determined the teacher may not return to her work until the leave has expired. She will return at the end of the leave at the status in the salary schedule she had at the time the leave began. For a probationary teacher the probation period cannot be completed during the leave. The first leave period to be up to 6 weeks with pay using the teacher's accumulated sick leave. If a leave beyond the first six week period is

desired the extension would have to be arranged with the consent of the Board. Failure to return at the end of the leave would be grounds for dismissal. , The School District will continue to provide the employee's current group insurance benefits.

SECTION 8. PATERNITY LEAVE: The Board shall grant a paternity leave of up to one (1) week with pay using accumulated sick leave to any male teacher who makes a written application for such leave regardless of marital status, any further requests for leave will be unpaid. All benefits shall continue during the leave. All provisions of SECTION 7 shall apply to SECTION 8.

SECTION 9. PROFESSIONAL LEAVE: Upon the approval of the superintendent in advance, all full-time teachers in the School District may take 2 days off to attend professional meetings with pay. The reasonable expenses of attending these meetings may be paid by the School District provided the meetings relate to the in-service training program of the School District. Such meetings shall not apply to the regular state Education Minnesota conventions. The reasonableness of the expenses will be determined in accordance with Board policy.

SECTION 10. UNION LEAVE: The superintendent shall grant a designated representative or representatives of the Exclusive Representative a total of 12 days (6 days with pay plus 6 more with the Exclusive Representative paying the substitute) to maintain and administer the Agreement and for the Representative Convention. The Exclusive Representative will be limited to sending a maximum of two delegates to the Representative Convention. The president shall notify the superintendent two days prior to the necessity of such leave.

SECTION 11. JURY DUTY:

1. The School District shall grant a teacher time off for jury duty. The teacher will refund to the District any wage compensation paid by the Court. There will be no pay or time loss charged to the teacher.

2. Such items such as subsistence, travel, or other expense allowance shall not be included in determining pay refunded to the School District.

SECTION 12. WORKER'S COMPENSATION: An employee of the Board, injured while performing his/her duties, is protected by the Worker's Compensation Policy.

1. In the event that an employee is injured while at work and as a consequence of said injury receives Worker's Compensation, the injured worker shall be paid that portion of his/her salary which equals the difference between the employee's Worker's Compensation check and the employee's regular salary for a period not to exceed ninety (90) teaching days.

2. During this period when an employee is entitled to both Worker's Compensation and the difference between Worker's Compensation and the employee's regular pay, there shall be no deduction made from sick leave allowance, credited to such employees. In all cases where Worker's Compensation does not apply the employee's absence will be treated as under the sick leave provisions of this Agreement. For the purposes of this SECTION, the following terms have the meaning given to them in this subdivision.

SECTION 13. BONE MARROW DONOR LEAVE

MN Statute 181.945 LEAVE FOR BONE MARROW DONATIONS.

Subd 1. Definitions

(a) For the purposes of this SECTION, the following terms have the meaning given to them in this subdivision.

(b) "Employee" means a person who performs services for hire for an employer, for an average of

20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.

(c) "Employer" means a person or entity that employs 20 or more employees at least one site and includes an individual, corporation, partnership, association, nonprofit organization, group of persons, state, county, town, city, school district, or other governmental subdivision.

Subd. 2. Leave. An employer must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Subd. 3. No employer sanctions. An employer shall not retaliate against an employee for requesting or obtaining a leave of absence as provided by this SECTION.

Subd. 4. Relationship to other leave. This SECTION does not prevent an employer from providing leave for bone marrow donations in addition to leave allowed under this SECTION. This SECTION does not affect an employee's rights with respect to any other employment benefit.

**History:** 1990 c 536 s 2

## **ARTICLE XI TEACHER TRANSFER**

**SECTION 1A. VOLUNTARY TRANSFER:** The School District and the Exclusive Representative agree that it is desirable, in making assignments, to consider the interests and aspirations of the teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) copy of which shall be filed with the Exclusive Representative and one (1) copy of which shall be filed with the Board. The request shall set forth the reasons 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 Board.

Whenever a vacancy or new position arises, the District shall give reasonable notice to the teaching staff. A three day advertisement in the district's official newspaper shall be deemed reasonable notice. In addition one registered letter shall be sent to the Exclusive Representative or a group email shall be sent out to certified staff members. Applicants not employed in the District shall not be hired until ten calendar days have elapsed from the last day of the advertisement in order to give teachers in the District an opportunity to apply.

**SECTION 1B. VOLUNTARY TRANSFER:** To expedite the hiring process for new teachers to the District, the ten calendar days in SECTION 1A will not be in effect each year between July 15 through September 15. This does not preclude a teacher from requesting a transfer, nor the District from granting a request of transfer.

**SECTION 2. INVOLUNTARY TRANSFER:** Should it be necessary to reassign or transfer any certified employee for any reason, the transfer will first be offered to the qualified employee with the most seniority. The employee shall have the option to accept the transfer or decline. If declined, the transfer shall be offered to the next ranking certified and on down. If all preceding employees decline then the least senior qualified employee shall be obligated to take the transfer.

## **ARTICLE XII HOURS OF SERVICE**



SECTION 1. BASIC DAY: Teachers shall be in their classroom or assigned locations for a total of a continuous 7 hours and 15 minutes per day between the hours of 7:45 A.M. to 4:00.

SECTION 2A. STUDENT CONTACT TIME: A teacher shall be granted not less than 45 minutes or more than 60 minutes of prep time per day based on the individual buildings schedules- the preparation time may be scheduled in one uninterrupted time period or two uninterrupted time periods.

SECTION 2B. DUTY-FREE LUNCH: Teachers will have a thirty (30) minute duty free lunch at midday.

SECTION 3. Teachers will be expected to accept morning, noon and after-school duty supervision on a rotational basis. Teachers accepting noon cafeteria lunch duty shall be granted a free lunch. All teachers eating school lunch who are not specifically assigned to lunch or noon duty supervision shall present lunch tickets which shall be priced by District policy.

SECTION 4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Formal evaluation of a teacher shall be conducted with 24 hours advance notice to the teacher except that once per year each teacher may be formally evaluated without advance notice. In any school year during which an unannounced formal evaluation is used, a formal evaluation with 24 hours' notice must also be performed. Informal monitoring or observation does not require advance notice.

A teacher will be given a copy of any written material to be placed in his/her personnel file which is generated from a formal evaluation or informal observation.

Nothing in this SECTION shall be construed to prevent the placement of material in a teacher's file whether an observation is formal or informal.

Any material to be placed in a teacher's personnel file will be discussed with the teacher prior to it being so placed.

SECTION 5. Teachers will perform services as follows:  
184 duty days (No more than 178 student contact days, 1 workshop day before student contact day, 1 workshop day after student contact year, 2 workshop days within the student contact year and 2 days parent/teacher conferences).

SECTION 6. Parent/teacher conferences will be held at four (4) times during the school year.  
The first conference will be held on a teacher contract date, prior to the first student contact day from 8 a.m. -7 p.m.  
The remaining three (3) conferences shall be held from 1:00 p.m. – 7:00 p.m. following a student contact day.

SECTION 7. Class Overload Assignments: Should the District need a unit member to teach an overload assignment (which is a teaching assignment that exceeds the established number of instructional minutes per day); and it is mutually agreed upon by the district and the unit member; and is facilitated with the exclusive representative committee, the unit member will be paid additional pro-rata compensation for each day of the overload assignment.

The pro-rata formula will be determined as follows: (Teacher daily rate of pay/number of regular instructional minutes per day) \* number of minutes per day of overload assignment \* number of overload assignment instructional days.

SECTION 8. Should the District need to extend the contract of a unit member; and it is mutually agreed upon by the district and the unit member; and is facilitated with the exclusive representative committee, the District will compensate the unit member at their individual daily rate of pay.

## **ARTICLE XIII SEVERANCE PAY**

**SECTION 1.** A maximum of five full-time teachers per year who have completed fifteen (15) years of service with the District and who are a minimum of 50 years of age shall be eligible for severance pay pursuant to the provisions of this Article. Teachers granted severance benefits under this SECTION in any year shall be based on seniority in the District. At the discretion of the District, additional teachers may be granted severance benefits under this SECTION. Severance pay shall not be granted to any teacher discharged by the District.

**SECTION 2.** This Article shall apply only to teachers whose service has been full time, as defined by this Agreement.

**SECTION 3.** Eligible teachers shall receive an amount representing unused accumulated sick leave up to a maximum of one year's pay.

**SECTION 4.** In applying these provisions, a teacher's daily rate of pay shall be the basic rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

**SECTION 5.** Subject to IRS regulations and Minnesota State Statutes, the District will make payment of an amount equal to the value of the employee's severance pay, reduced by qualifying 403(b) matching contributions made by the District per Article IX, SECTION 4, upon retirement. Payments shall be made directly into the retiree's 403(b) account.

- a. Contribution limits: In accordance with Minnesota statute and IRS regulations concerning a retiree's severance conversion to a 403(b), the District shall deposit an amount in agreement with the IRS's regulation on an individual's maximum contribution limits to a tax shelter.
- b. Payment: The District shall make this payment into a retiree's 403(b) account the first week of January in the year following the employee's retirement.
- c. Vendors: The School District will only make contributions to 403(b) vendors that have provided the District a hold harmless agreement.
- d. Contribution information: The School District will provide the retiree contribution information for the previous twelve months. Once the total severance pay plan has been converted into the retiree's 403(b) account, this requirement will not be necessary.

If a retiree should die before the severance is paid out, the remaining payments shall be paid to the retiree's 403(b), until such time as the remaining balance is paid.

**SECTION 6. APPLICATION AND REIMBURSEMENT:** To be eligible for the benefits of this Article a teacher must submit a written request for severance pay and notice of intention to resign from active teaching service prior to March 1 of the school year at the end of which the resignation will take place and cooperate with the School District in the execution and submission of any forms which may be necessary for the School District to obtain any reimbursements available from the State. Actual written resignation must be received no later than March 1. Provided however, that the March 1 deadline shall be extended for any teacher who receives notice from the District of a proposal to place him/her on unrequested leave of absence to 21 days after receipt by the teacher of a notice proposing to place him/her on unrequested leave of absence. Any reimbursements obtained from the state shall be the property of the School District to offset the cost of this Article.

SECTION 7. In its sole discretion and for the good cause shown by the teacher, the Board may allow a retiring teacher severance pay under this Article even though the time requirements imposed by SECTION 6 of this Article have not been met.

SECTION 8. *EARLY RETIREMENT:* The Board will pay in full the premium for a medical insurance plan for each teacher that is granted early retirement upon submission of written resignation accepted by the Board. The teacher must have completed at least fifteen (15) years of service within Independent School District #38 and be at least 50. Upon request of the teacher said plan will be single or family and will be paid each year until the person becomes eligible for Medicare. Said plan will be the same plan negotiated in the Agreement for 1991-93. Only those teachers who commenced employment by the District as a teacher prior to March 1, 1989 are eligible for benefits under this SECTION.

SECTION 9. Teachers retiring shall be eligible to remain in the existing group Life Insurance and Dental Insurance program, if permitted by law and the company. To qualify for and to maintain this eligibility the teacher must notify the District in writing and must pay all premiums.

#### **ARTICLE XIV GRIEVANCE PROCEDURE**

SECTION 1. *DEFINITION:* A grievance shall mean a dispute or disagreement as to the interpretation or application of any terms of this Agreement required under PELRA.

SECTION 2. *PROCEDURE:*

Subd. a. The teacher or the Exclusive Representative on behalf of a teacher or teachers may raise a grievance. If raised by a teacher the teacher shall notify the Exclusive Representative in writing and the Exclusive Representative may associate itself therewith at any time except as hereinafter otherwise provided. If the Exclusive Representative declines the grievance it shall so notify the District in writing. If raised by the Exclusive Representative, the teacher may not thereafter raise the grievance himself, and if raised by the teacher, the teacher may not thereafter cause the Exclusive Representative to raise the same grievance independently.

Subd. b. Grievance shall be settled as follows:

A. Where the grievance is raised by the teacher:

Step 1. A discussion between the teacher and his/her immediate superior to the end that the dispute may be resolved expeditiously and informally. At the teacher's option there may be present at such discussions representatives of the Exclusive Representative or any other school employee selected by the aggrieved teacher. At the immediate superior's option, there may be present at such discussions additional persons selected by such immediate superior. The teacher shall identify the discussion as Step 1 of this grievance procedure.

Step 2. If the dispute is not settled in Step 1 within two school calendar days, then within five school calendar days thereafter, the matter shall be reduced to writing including the grievance and redress and again considered by the same persons as referred to in Step 1. The decision made at this step shall be communicated to the teacher in writing. The specific written grievance presented at Step 2 shall be used solely and exclusively as the basis for Steps 3, 4, and 5.

Step 3. If the dispute is not settled at Step 2 within five school calendar days after reduction to writing, then the dispute shall be submitted in writing within another five school calendar days to the superintendent of schools. The superintendent or his/her designee, and those he/she may further name, shall meet with the persons referred to in Step 1 within ten school calendar days of such submission and the superintendent or his/her designee shall render a decision thereon in writing to the teacher within ten school calendar days of such meeting.

Step 4. If the teacher or Exclusive Representative is dissatisfied with such decision, then within ten school calendar days after its rendition, the Exclusive Representative may appeal same in writing to the chairman of the Board of Education, who shall schedule a hearing thereon within ten school calendar days after the said appeal is filed and the Board shall render a decision in writing at the next regular meeting of the Board after the conclusion of such hearing, the decision will be delivered within ten calendar days. The Board at this step may act through a duly constituted committee of the Board.

Step 5. If the Exclusive Representative is dissatisfied with such decision, it may request arbitration of the dispute as follows:

- a. The request for arbitration must be in writing, addressed to the Chairperson of the Board of Education and shall be served by certified mail upon the Chairperson and the Superintendent, within ten business days of receiving school board decision, in writing, in Step 4. Service by certified mail is complete upon mailing.
- b. The question in dispute shall then be referred to an arbitrator selected by the parties from a panel or panels submitted by the Minnesota Bureau of Mediation Services provided that the parties may mutually agree on a different method of selecting an arbitrator than that herein set forth.
- c. The arbitrator shall hear and decide only one grievance in each case. He shall not be bound by formal rules of evidence. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to delete or modify in any way any of the provisions of this agreement. He shall have the power to make appropriate awards. The arbitrator shall render his/her decision in writing within 30 school calendar days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all teachers during the life of this agreement. Fees and expenses of the arbitrator shall be borne equally by both parties.

B. Where the grievance is raised by the Exclusive Representative on behalf of a teacher or teachers:

If the dispute involves an individual teacher, the steps shall be the same as those outlined in Subd. b. A. above, except that the participants shall be the Exclusive Representative, the teacher, the latter's immediate superior, and also the additional persons, if any, selected by the immediate superior in Step 1. If the dispute involves a matter of general application, the initial step shall also be Step 3 in any case where the grievance has arisen from the action of an official other than the immediate superior. In all cases under Subd. b. B., the initiating party, if any, as outlined in Steps 4 and 5 shall be the Exclusive Representative.

C. General:

1. No matter shall be entertained as a grievance hereunder unless it is raised with the other party within ten school calendar days after the occurrence of the event giving rise to the alleged grievance.
2. All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the matter in dispute is not resolved within the period provided for in any step, the next step may then be invoked, provided that if a party fails to pursue any step within the time limit provided, he shall have no further right to press the grievance.
3. If the Exclusive Representative has declined a grievance under this Article, then the disposition of that grievance shall not be precedent with respect to it.

4. No hearing as provided in Steps 4 and 5 above shall be open to the public or persons not immediately involved unless all parties to the same agree.

5. The fact that a grievance is raised by a teacher, regardless of its ultimate disposition, shall not be recorded in the teacher's personnel file. Nor shall an employee be subject to reprisal by the District for having followed this grievance procedure.

6. Any hearing provided for in this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are held during school hours, the grieving employee and his/her witnesses shall be excused with pay for attendance at the hearing. Witnesses in the employ of the District shall be excused with pay for such time as is necessary to give their testimony.

7. All parties shall have the right at their own expense to legal and/or stenographic assistance in Steps 4 and 5.

8. The employees in the unit, the Exclusive Representative, and the Board shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievance. If either side breaches this position, it shall there by forfeit the right to invoke the provisions of this Article as to the incident involved.

9. No recording device shall be utilized in Steps 1, 2, or 3 of this procedure, unless agreed upon by both parties. No person shall be present at any of these steps for the purpose of recording the discussion. If recorded, copy of the hearing will be provided within two business days of the request.

10. At Step 3 there shall be a single chief spokesman on each side, provided that this shall not preclude any participant at Step 3 from speaking thereat.

11. In all cases, in this grievance procedure, the words Exclusive Representative will mean the membership of Education Minnesota-Red Lake Local No. 2007, represented by a duly appointed representative.

12. Acceptable method of notification for both parties shall include, but not limited to, use of district e-mail or fax; in steps 2, 3 and 4.

**SECTION 3. *Election of Remedies and Waiver:*** A party instituting any action, proceeding or complaint in a federal, tribal 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 herein, 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.

## **ARTICLE XV SENIORITY**

### **SECTION 1. SENIORITY CALCULATION AND LIST:**

A. Seniority shall start the day upon board approval date and shall be the length of continuous service of a teacher in the school system. Continuous service shall be determined in reference to unbroken service to the District and with reference to the SECTIONS of this Agreement pertaining to leaves of absence. Teachers who were employed in districts later annexed in forming Independent School District #38 shall use their service in these districts in computing seniority, providing their service, thus computed, has been continuous as described in this SECTION.

B. A list shall be maintained by the School District showing the seniority of each member of the bargaining unit, by school system. Such a list shall be made available to the Exclusive Representative on or about October 15th of each year. The Administration shall provide this roster to the Exclusive Representative.

## SECTION 2. UNREQUESTED LEAVE

A. Whenever it becomes necessary to decrease the number of employed teachers by reason of pupil population within the School District or for any other reason, the employees shall be placed on unrequested leave in the inverse order of appointment in the District within the subject area of certification. Such teachers shall be reinstated in inverse order of their being placed on unrequested leave if qualified by certification, to fill vacancies. No new permanent or substitute appointments may be made while there are teachers on unrequested leave available who are qualified to fill vacancies. Such teachers may secure other employment during the period he/she is on unrequested leave.

B. The teachers on unrequested leave must notify the School District in writing, of their address, telephone number, and if they are still interested in a job by April 1st of each year.

The District shall notify a teacher on unrequested leave of any teaching position available to him/her. The teacher shall have 15 calendar days after the date of the mailing of the notice to accept the offered position. The teacher's acceptance must be in writing, directed to the Superintendent, and received by the District within the 15 day time period allowed. Starting with the 1991-92 school year, failure by a teacher to timely accept an offered position shall constitute a resignation of the teacher's position and a waiver of reinstatement rights of the teacher pursuant to the Minnesota Teacher Tenure Act.

C. Tie Breaker - If seniority is equal or identical, the teacher with the lower State of Minnesota teacher file number shall be deemed senior.

D. All benefits conferred by this SECTION shall cease after the expiration of thirty-nine (39) months subsequent to the original unrequested leave date.

## **ARTICLE XVI DRUG AND ALCOHOL TESTING**

SECTION 1. *Purpose:* The School District and Education Minnesota-Red Lake recognize the importance of a work and educational environment free of drug and alcohol use. In particular, the parties recognize the importance of a safe, healthy and productive work and learning environment, as well as teachers' influence as role models for students.

SECTION 2. *Applicable Law and Policy:* The drug and alcohol testing provisions of this Article are intended to comply with the Minnesota Drug and Alcohol Testing in the Workplace Act ("DATWA"), Minnesota Statutes §§181.950-181.957 and the School District's previously adopted Drug and Alcohol Testing Policy No. 416. The definitions and provisions in DATWA and Policy No. 416 are applicable to testing conducted under this Article.

SECTION 3. *Reasonable Suspicion Testing:* Teachers and other employees in the bargaining unit are subject to reasonable suspicion testing pursuant to the School District's Drug and Alcohol Testing Policy No. 416.

"Reasonable suspicion" is an articulable basis for forming a belief based on specific facts and rational inferences drawn from those facts, that the employee:

(1) is under the influence of drugs or alcohol;

(2) has violated written work rules regarding the use, possession, sale, or transfer of drugs or alcohol

while the employee is working or while the employee is on School District premises or operating a School District vehicle, machinery or equipment;

(3) has sustained a personal injury at work, or has caused another employee to sustain a personal injury; or

(4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

#### SECTION 4. *Random Testing*

- A. Teachers and other employees in the bargaining unit are deemed subject to drug and alcohol testing on a random basis.
- B. The School District shall have the right to require up to fifty percent (50%) of all bargaining unit employees submit to random drug and/or alcohol testing each school year. The School District shall use a scientifically valid method to select employees for testing, such as use of a random-number table, or a computer-based random number generator match to a specific employee number.
- C. Random drug testing will occur on a teacher contract day, during teacher contract hours and in the teachers' assigned building.

SECTION 5. *Random Selection:* There will be an equal probability that any employee in the bargaining unit subject to the selection mechanism will be selected; and the School District will not have any discretion to waive the selection of any employee or add to employees selected under the mechanism.

SECTION 6. *Treatment Program Testing:* The School District may require an employee to undergo drug and alcohol testing if the employee has been referred by the School District for chemical dependency treatment or evaluation, or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be required to undergo drug and alcohol testing without prior notice during the evaluation treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

SECTION 7. *Testing Requirements:* The substantive and procedural requirements for testing and confirmatory testing as set forth in the School District's Drug and Alcohol Testing Policy No. 416, shall apply to employees tested under this Article.

SECTION 8. *Consequences for Refusing Testing:* An employee who refuses to undergo drug and alcohol testing based on reasonable suspicion, random testing or treatment program testing may be subject to disciplinary action, up to and including immediate discharge, except as limited in SECTION 9.

SECTION 9. *First Positive Test:* The School District may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee, unless the following conditions have been met:

- (a) The School District has given the employee an opportunity to participate in, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the School District after consultation with a certified chemical abuse counselor, or a physician trained in the diagnosis and treatment of chemical dependency; and
- (b) The employee has either refused to participate in the counseling or rehabilitation program or has

failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

SECTION 10. *Privacy, Confidentiality and Privilege:* The privacy, confidentiality and privilege safeguards set forth in the School District's Drug and Alcohol Testing Policy No. 416 apply to testing pursuant to this Article.

SECTION 11. *Notice and Posting:* A copy of this Article and the School District's Drug and Alcohol Testing Policy No. 416 shall be distributed to all affected employees on an annual basis and to all applicants upon hire. Employees will be expected to acknowledge receipt of notice in a form adopted by the School District. The School District shall also post notice in an appropriate and conspicuous location on School District premises that it has adopted a Drug and Alcohol Testing Policy and that copies of the policy are available for inspection during regular business hours in the District's personnel office or other suitable locations.

SECTION 12. *Grievance Procedure:* Actions taken pursuant to this Article shall be subject to the grievance procedure in Article XIV.

## **ARTICLE XVII DURATION**

SECTION 1. *TERM AND REOPENING NEGOTIATIONS:* This Agreement shall remain in full force and effect for a period commencing July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to PELRA.

SECTION 2. If any provision of this Agreement is or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced and substitute action if any shall be subject to appropriate consultation between the parties.

SECTION 3. In the event that any provision of this Agreement shall be contrary to law all other provisions of this Agreement shall continue in effect.

SECTION 4. Any matters relating to current Agreement term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.



### 2017-19 Extra-Curricular Activities

Payment for all extra-curricular activities shall be according to this schedule and on a separate contract from the regular teaching contract. New programs or additional programs begun during the year will be paid at a rate agreed upon by the District and the teacher depending upon the length of the program involved.

#### SECTION A: Boys Athletic Director, Girls Athletic Director

Years of Experience	0	\$4100	8	\$5700
	1	\$4300	9	\$5900
	2	\$4500	10	\$6100
	3	\$4700	11	\$6300
	4	\$4900	12	\$6500
	5	\$5100	13	\$6700
	6	\$5300	14	\$6900
	7	\$5500		

#### SECTION B: Football, Baseball, Softball, Volleyball

		Head	Assistant
Years of Experience	0	\$3100	\$2300
	1	\$3300	\$2500
	2	\$3500	\$2700
	3	\$3700	\$2900
	4	\$3900	\$3100
	5	\$4100	\$3300
	6	\$4300	\$3500
	7	\$4500	\$3700
	8	\$4700	\$3900
	9	\$4900	\$4100
	10	\$5100	\$4300
	11	\$5300	\$4500
	12	\$5500	\$4700
	13	\$5700	\$4900
	14+	\$5900	\$5100

#### SECTION C: Boys' Track, Girls' Tract, Cross Country, Boys' & Girls' Golf, Danceline, Soccer

		Head	Assistant
Years of experience	0	\$2500	\$1900
	1	\$2700	\$2100
	2	\$2900	\$2300
	3	\$3100	\$2500
	4	\$3300	\$2700
	5	\$3500	\$2900
	6	\$3700	\$3100
	7	\$3900	\$3300
	8	\$4100	\$3500
	9	\$4300	\$3700
	10	\$4500	\$3900

11	\$4700	\$4100
12	\$4900	\$4300
13	\$5100	\$4500
14+	\$5300	\$4700

#### **SECTION D: Boys Basketball, Girls Basketball**

		Head	Assistant
Years of Experience	0	\$3700	\$2900
	1	\$3900	\$3100
	2	\$4100	\$3300
	3	\$4300	\$3500
	4	\$4500	\$3700
	5	\$4700	\$3900
	6	\$4900	\$4100
	7	\$5100	\$4300
	8	\$5300	\$4500
	9	\$5500	\$4700
	10	\$5700	\$4900
	11	\$5900	\$5100
	12	\$6100	\$5300
	13	\$6300	\$5500
	14+	\$6500	\$5700

#### **SECTION E.1 Advising Students, Clubs and Supervision of Students**

Special Olympics Advisor	\$2300
High School Annual Advisor	\$3500 by May 15 / \$1750 after May 15
Elementary Annual Advisors	\$1250 by May 15 / \$625 after May 15
Middle School Annual Advisor	\$2000 by May 15 / \$1000 after May 15
Department Heads	\$1500
Class Advisors: Junior/Senior	\$2000
Class Advisors: Others	\$1500
Club Advisors (Preapproval required by Board)	\$1500 (Minimum 32 hours or 16 hours ½ pay)
Student Council – High School & Middle School	\$2000
Student Council – Elementary	\$1500
Speech Contest Director	\$1700
Danceline: Middle School	\$200 per week (Max. of 12 weeks)
Danceline: Middle School Assistant	\$150 per week (Max. of 12 weeks)
Danceline: Elementary	\$200 per week (Max. of 12 weeks)
Danceline: Elementary Assistant	\$150 per week (Max. of 12 weeks)
School Paper - \$225 per paper up to	\$2250
National Honor Society	\$1500
One-Act Play	\$1500
Dance/Bus Chaperone	\$100.00 per event
Overnight Chaperone	\$150.00 per night

#### **Section E.2 After School Educational Programs**

Homebound Instruction	Teachers individual hourly rate
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Drivers Training	Teachers individual hourly rate
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Adult Education	Teachers individual hourly rate
ECFE	Teachers individual hourly rate
Extended School Year (Special Education)	Teachers individual hourly rate
Band, Pep Band, Concerts, After School Supervision	\$1,500

### SECTION E.3 Substitute Teaching/Workshops

Hour of Class	Elementary is 1/2 hour, Middle 1 hour, High 1 1/2 hours
Defined: Quarter, Semester, or year	
Contract Teacher Sub Pay (Prep Included)	\$35.00 per hour (\$17.50 per ½ hour)
Contract Teacher Split Class – RLMS,PES,RLES	\$35.00 per day / per class
Covering Two classes or more per day	Daily sub pay excluding mileage
Approved Workshop/In-service (in addition to the school Calendar – per day)	\$200.00 per day
Summer School	Teachers individual hourly rate
Teachers conducting workshops beyond contract Hours	Daily rate of pay for that teacher

### SECTION E.4 Misc. Compensation

Site/School Leadership Team	\$2,400
Responsive/Developmental Design Coach	\$1,500
National Board Certification for Psychologist, & Speech Pathologist (to be paid in lump sum at mid year)	\$5000
National Board Certification for General Classroom Teacher (to be paid in lump sum at mid-year)	\$750
Instructional Coaches	\$1500
Dean of Students	1 hour per contract day at Teachers individual hourly rate
Special Education Lead Teacher	\$2500 per year
Mentor (1 <sup>st</sup> year)	\$1500
Mentor (2 <sup>nd</sup> year)	\$750
Mentee (1 <sup>st</sup> year)	\$950
Mentee (2 <sup>nd</sup> year)	\$475

IN WITNESS WHEREOF, The parties executed this agreement as follows:

For Education Minnesota-Red Lake

Dawn Petersen  
President

Sarah L. [Signature]  
Secretary

[Signature] [Signature]  
Chief Teacher Negotiator

Dated this 14<sup>th</sup> day of August, 2017

For Independent School District No. 38 Red Lake

[Signature]  
Chairperson

Barbara Thorne  
Clerk

Willie Benson  
Chief Board Negotiator

Dated this 26 day of June, 17

Ratified by motion of Board of Education #38, 6-26-17  
Date

2017-18 Salary Schedule									
STEP	BA	BA10	BA20	BA30	BA45	MA	MA15	MA30	MA45
A	\$43,063	\$43,629	\$44,194	\$44,760	\$45,325	\$45,890	\$46,456	\$47,021	\$47,586
B	\$44,091	\$44,657	\$45,222	\$45,787	\$46,353	\$46,918	\$47,484	\$48,049	\$48,614
C	\$45,119	\$45,685	\$46,250	\$46,815	\$47,381	\$47,946	\$48,512	\$49,077	\$49,642
D	\$46,147	\$46,713	\$47,278	\$47,843	\$48,409	\$48,974	\$49,539	\$50,105	\$50,670
E	\$47,175	\$47,741	\$48,306	\$48,871	\$49,437	\$50,002	\$50,567	\$51,133	\$51,698
F	\$48,203	\$48,768	\$49,334	\$49,899	\$50,465	\$51,030	\$51,595	\$52,161	\$52,726
G	\$49,231	\$49,796	\$50,362	\$50,927	\$51,493	\$52,058	\$52,623	\$53,189	\$53,754
H	\$50,259	\$50,824	\$51,390	\$51,955	\$52,520	\$53,086	\$53,651	\$54,217	\$54,782
I	\$51,287	\$51,852	\$52,418	\$52,983	\$53,548	\$54,114	\$54,679	\$55,244	\$55,810
J	\$52,315	\$52,880	\$53,446	\$54,011	\$54,576	\$55,142	\$55,707	\$56,272	\$56,838
K	\$53,343	\$53,908	\$54,474	\$55,039	\$55,604	\$56,170	\$56,735	\$57,300	\$57,866
L	\$54,371	\$54,939	\$55,501	\$56,067	\$56,632	\$57,198	\$57,763	\$58,328	\$58,894
M	\$55,399	\$55,964	\$56,529	\$57,095	\$57,660	\$58,225	\$58,791	\$59,356	\$59,922
N	\$56,427	\$56,992	\$57,557	\$58,123	\$58,688	\$59,253	\$59,819	\$60,384	\$60,949
O					\$59,405	\$60,281	\$60,847	\$61,412	\$61,977
P						\$61,309	\$61,875	\$62,440	\$63,005
COLA:	\$ 500.00								

1. A career increment in the amount of 46.9033% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 48.7193%
2. For teachers hired after July 1, 2012, a career increment in the amount of 18% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 20%.
3. Years of service need not be consecutive.

2018-19 Salary Schedule									
STEP	BA	BA10	BA20	BA30	BA45	MA	MA15	MA30	MA45
A	\$43,563	\$44,129	\$44,694	\$45,260	\$45,825	\$46,390	\$46,956	\$47,521	\$48,086
B	\$44,591	\$45,157	\$45,722	\$46,287	\$46,853	\$47,418	\$47,984	\$48,549	\$49,114
C	\$45,619	\$46,185	\$46,750	\$47,315	\$47,881	\$48,446	\$49,012	\$49,577	\$50,142
D	\$46,647	\$47,213	\$47,778	\$48,343	\$48,909	\$49,474	\$50,039	\$50,605	\$51,170
E	\$47,675	\$48,241	\$48,806	\$49,371	\$49,937	\$50,502	\$51,067	\$51,633	\$52,198
F	\$48,703	\$49,268	\$49,834	\$50,399	\$50,965	\$51,530	\$52,095	\$52,661	\$53,226
G	\$49,731	\$50,296	\$50,862	\$51,427	\$51,993	\$52,558	\$53,123	\$53,689	\$54,254
H	\$50,759	\$51,324	\$51,890	\$52,455	\$53,020	\$53,586	\$54,151	\$54,717	\$55,282
I	\$51,787	\$52,352	\$52,918	\$53,483	\$54,048	\$54,614	\$55,179	\$55,744	\$56,310
J	\$52,815	\$53,380	\$53,946	\$54,511	\$55,076	\$55,642	\$56,207	\$56,772	\$57,338
K	\$53,843	\$54,408	\$54,974	\$55,539	\$56,104	\$56,670	\$57,235	\$57,800	\$58,366
L	\$54,871	\$55,439	\$56,001	\$56,567	\$57,132	\$57,698	\$58,263	\$58,828	\$59,394
M	\$55,899	\$56,464	\$57,029	\$57,595	\$58,160	\$58,725	\$59,291	\$59,856	\$60,422
N	\$56,927	\$57,492	\$58,057	\$58,623	\$59,188	\$59,753	\$60,319	\$60,884	\$61,449
O					\$59,905	\$60,781	\$61,347	\$61,912	\$62,477
P						\$61,809	\$62,375	\$62,940	\$63,505
COLA:	\$ 500.00								

1. A career increment in the amount of 48.7248% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 50.5199%
2. For teachers hired after July 1, 2012, a career increment in the amount of 18% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 20%.
3. Years of service need not be consecutive.

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## **Step Placement**

### **2011-12 Contract Year:**

1. Step placement for teachers hired prior to the 2010-11 contract year will be granted two (2) steps on the 2011-12 salary schedule.
2. Step placement for teachers hired during the 2010-11 contract year will be granted one (1) step on the 2011-12 salary schedule.
3. Step placement for teachers hired during the 2011-12 contract year will remain on the step they are currently on.

### **2012-13 Contract Year:**

1. Teachers will advance one (1) step from their 2011-12 step placement.