
MASTER AGREEMENT

Between

SAUK RAPIDS-RICE
INDEPENDENT SCHOOL DISTRICT NO. 47

and

THE SAUK RAPIDS-RICE EDUCATION ASSOCIATION

For the 2023-2025 School Years

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 47, Sauk Rapids, Minnesota, hereinafter referred to as the District, and Sauk Rapids-Rice Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II DEFINITIONS

Section 2.1 Terms and Conditions of Employment. “Terms and conditions of employment” shall mean the hours of employment, the compensation therefore 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 but does not mean educational policies of the District. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2.2 Teacher. “Teacher” shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB) but shall not include the Superintendent, assistant superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time teachers whose services do not exceed fourteen (14) hours per week, teachers who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year, and emergency employees. Early childhood teachers who work less than fourteen (14) hours per week are covered under this Agreement except as later noted (See ARTICLE XXVIII).

Section 2.3 Agreement. The “Agreement” shall mean the negotiated, legal document between District and the Association.

Section 2.4 Contract. A “contract” shall mean the legal employment document between the District and an individual teacher.

Section 2.5 School Board. The “School Board” shall mean the elected governing body of the District.

Section 2.6 District. For purposes of administering this Agreement, “District” shall mean the School Board or its designated representative(s).

Section 2.7 Association. “Association” shall mean the local teacher organization recognized as the exclusive bargaining representative.

Section 2.8 Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE III RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 3.1 Recognition. In accordance with the P.E.L.R.A., the School District recognizes the Sauk Rapids-Rice Education Association as the exclusive representative of the teachers employed by the District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 3.2 Appropriate Unit. The Association shall represent all the teachers of the District as defined in this Agreement and in the P.E.L.R.A. The District shall not meet and negotiate or meet and confer with any teacher or group of teachers who are, at the time, designated as a member or part of an appropriate employee unit, except through the Association.

Section 3.3 Notification of Membership. The Association agrees to notify the District of all members of the Association in good standing at the beginning of the school year as changes occur, and to furnish information needed by the District to fulfill the provisions of this article and not otherwise available to the District.

Section 3.4 Use of District Facilities and Equipment. Duly authorized representatives of the Association shall be permitted to transact official Association business on District property at all times that shall not interfere with or interrupt classroom activities or normal District operations, and no more than five (5) such representatives shall be permitted in District buildings at any one (1) time without prior, written consent of the Superintendent.

The Association shall also have the right to use, for Association business, District buildings, facilities, and equipment when such equipment is not otherwise in actual use, provided such use does not interrupt usual District business; the Association shall pay for all consumable supplies, and any additional janitorial services, and shall be responsible for loss or damage to buildings, facilities, and equipment. Use of the District premises by the Association for non-business activities shall be on the same conditions and on the same rental basis as for other groups.

Section 3.5 Use of Bulletin Boards and Mail Service. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in faculty areas only, which includes the school or department staff workroom; at least one bulletin board shall be provided in each school building. The Association may use the District interdepartmental mail service, the District e-mail system, and teacher mailboxes for communication to teachers.

Section 3.6 Public Records. All public records in the files of the District Business Office shall be available to the Association, and the District will furnish one copy of such records to the Association upon its request; more than one copy will be furnished at the Association's expense. Public records are those matters, which have been brought to the School Board's attention in the usual course of its business and do not include "working papers" of the School Board or its administration or information, which may be classified as private data according to the Data Privacy Act and other state and federal regulations.

Section 3.7 Advice to the School Board. The Association shall be given the opportunity to advise the School Board with respect to any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, proposed or under consideration. To implement this section, the president of the Association shall have access to an agenda at the time it is made available to the School Board.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 4.1 Inherent Managerial Rights. The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel.

Section 4.2 School Board Responsibilities. The Association recognizes the right and obligation of the School Board to manage and conduct the operation of the District within its legal limitations, and with its primary objective being to provide educational opportunities for the students of the District.

Section 4.3 Effect of Laws, Rules, and Regulations. The Association recognizes that teachers covered by this Agreement shall perform the teaching and the non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, policies, and orders issued by properly designated officials of the District. The Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policies, and orders, from time to time, as deemed necessary by the School Board and nothing in this Agreement shall prevent the School Board from exercising this right insofar as such rules, policies, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Board of Teaching. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4.4 New Positions. During the term of this Agreement, the School Board may, in the sole exercise of its discretionary, managerial function, decide to create new positions or assignments, which require the employment of teachers. The School Board may establish terms and conditions of employment until conclusion of negotiations for the succeeding Agreement.

Section 4.5 Reservation of Managerial Rights. All managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V TEACHER RIGHTS

Section 5.1 Right to Views. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the teacher's 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 full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

Section 5.2 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 5.3 Teacher Responsibilities. Only fully licensed teachers or those with an appropriate permission granted by the Professional Educator Licensing and Standards Board (PELSB) may teach or perform other teaching responsibilities. Failure to have a fully approved license may result in the teacher being placed on an unpaid leave of absence until such time they obtain full licensure. The District has the discretion to offer alternative temporary non-licensed employment, at the corresponding rate of pay, in lieu of an unpaid leave of absence. Failure by the teacher to obtain a fully approved license within 90 days of the license expiration date shall be considered a resignation, and the employment of the teacher shall be terminated.

Section 5.4 Reservation of Teacher Rights. All teacher rights expressed in this Agreement or decided by the Minnesota Supreme Court decisions, Minnesota Attorney General rulings, or Benton County court decisions are reserved to the teacher.

Section 5.5 Dues Checkoff. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues which shall include membership in Education Minnesota and the National Education Association (N.E.A.) and the American Federation of Teachers (A.F.T.). Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-eighteenth (1/18) of such annual dues from the regular salary checks of the teacher each month for nine (9) months, beginning in September and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following May.

ARTICLE VI BASIC SALARY SCHEDULES

Section 6.1 Salary Schedules. The wages and salaries listed in SALARY SCHEDULE A, attached hereto, shall be a part of this Agreement for the 2023-2024 school year. The wages and salaries listed in SALARY SCHEDULE B, attached hereto, shall be a part of this Agreement for the 2024-2025 school year.

Section 6.2 Methods of Payment. A teacher's yearly salary shall be paid in twenty-four (24) payments. Teachers will be paid on the fifteenth (15) day and the thirtieth (30) day of each month unless said dates fall on a Saturday, Sunday, or holiday in which case payday shall be the last business office day preceding this occurrence. The daily rate for purposes of calculating deductions will be as listed in Section 16.8 and Section 6.6.

Section 6.3 Placement on Salary Schedule. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

6.3a Germane. Credits, to be considered for application on any lane of the salary schedule, must be germane to the teaching assignment and directly related to improving instructional expertise or primarily focused toward operation of public elementary and/or secondary education systems.

6.3b District-Funded Credits. Credits for lane change may be allowed when earned at workshops or other activities funded in whole or in part by the District if authorized in writing by the Director of Human Resources and Administrative Services or his/her designee. All of the following criteria shall be considered by the Director of Human Resources and Administrative Services or his/her designee when exercising this discretion:

1. Participation at the workshops is at the District's request.
2. The workshop is taken when the teacher is not on duty.
3. Credit is granted supplementary to the workshop.
4. The additional cost to obtain credit is paid by the teacher.

6.3c Grade and Credits. To apply on the salary schedule all approved credits must carry a grade of "B" or better. No more than twenty-five percent (25%) of the credits earned toward a given lane change may be earned in an undergraduate program. Lane change credit shall be granted for student teaching or internship experiences only if they are germane to the teacher's current teaching assignment. One semester credit is equal to one-and-one-half quarter credits.

6.3d Eligible Courses. Credits for eligible courses are those courses sponsored by a school in Minnesota or in a state contiguous to Minnesota and shall be allowed for lane change. The Director of Human Resources and Administrative Services, however, may, at his/her discretion, allow credit for an eligible course from a school not in any of said states.

6.3e Accreditation. Credits for lane change shall be earned at a college or university, which is accredited by the Council for the Accreditation of Educator Preparation or is regionally accredited.

6.3f Prior Approval. All credits, in order to be considered for application on the salary schedule, must be approved by the Director of Human Resources and Administrative Services in writing prior to the taking of the course.

6.3g Effective Date. Starting with the 2024-2025 school year, contracts will be modified to reflect qualified lane changes twice per school year by providing an official transcript to the Director of Human Resources and Administrative Services Office no later than September 15 and February 1 of each year. Credits submitted by transcript after February 1, even though otherwise qualifying, shall not be considered until the following school year. Lane changes submitted by September 1 and approved will result in a salary/lane change for the entire school year; and those submitted by February 1 and approved will result in a one-half (1/2) year salary/lane change.

6.3h Advanced Degree Program. A teacher shall be paid on the master's degree or higher degree lane only if the degree program is germane to the teaching assignment and approved in writing by the Director of Human Resources and Administrative Services in advance.

6.3i Prior Experience. A teacher who has had experience in other school systems or other prior experience in the District which ended with termination or resignation, or experience in other fields as provided by law will be placed on the salary schedule as agreed between the District and the teacher. If a part-time teacher in the District is hired for a full-time position, the teacher's placement for a salary experience step increment shall be as follows:

- 6.3i1. teaching more than half the hours in a school year shall be counted as a full year;
- 6.3i2. teaching less than half the hours in a school year, the hours taught in each year shall be accumulated to determine placement, but the District may grant additional experience credit.

6.3j Adding Credits for Lane Changes. Approved credits will be compiled for lane changes in a cumulative manner until an advanced degree is granted. To apply for lane changes beyond the master's lane, credits must be earned subsequent to completion of the master's program.

6.3k Lane Change Restrictions. Teachers shall be eligible for no more than two (2) changes in lane placement in any given contract year.

Section 6.4 Payment of Present Salary. The rules 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.

Section 6.5 Deductions from Salary. The District agrees to deduct from teachers' salaries payments for tax-sheltered annuities and any such other matters as agreed upon by the Association and the Director of Human Resources and Administrative Services in writing.

Section 6.6 Deductions for Absences. All deductions for partial absences will be made on the basis of the eight-hour (8) day and the forty-hour (40) week. The daily rate, for the purpose of calculating deductions, shall be 1/182 of the annual salary of the teacher. The hourly rate shall be one-eighth (1/8) of the daily rate.

Section 6.7 Committee Work Compensation. Teachers who engage in extra duty for District-approved committee work, which occurs outside the contract day, shall be compensated at the hourly rate as outlined in Section 7.7 if compensation for said work is included in the committee's budget.

ARTICLE VII EXTRA COMPENSATION

Section 7.1 Extra-Curricular Schedule. The wages and salaries for extra-curricular activities are set out in EXTRA-CURRICULAR PAY SCHEDULE C, which is attached and a part of this Agreement.

Section 7.2 Percentages. The percentages listed in EXTRA-CURRICULAR PAY SCHEDULE C are based on the salary schedule placement of the BA+10 degree lane according to the number of years the teacher has directed a similar or related activity. No placement shall exceed Step 12 of the BA+10 lane.

Section 7.3 Pay. The pay for seasonal extra-curricular assignments shall be made by the second pay period following completion of the activity or may be pro-rated. The pay for yearly extra-curricular assignments shall follow the provisions of Section 6.2.

Section 7.4 Issuance of Contract. Teachers directing extra-curricular activities may be issued a contract within thirty (30) days of the beginning of contracted work.

Section 7.5 Transportation Reimbursement. Teachers who are requested to use their private vehicles to transport him/herself in the performance of their duties shall be reimbursed at the Internal Revenue Service rate per mile.

Section 7.6 Career Increment. Teachers who meet the following criteria are eligible for an annual career increment of \$4,250. Increments are to be paid in one lump sum in October. Teachers shall be eligible for career increment compensation proportionate to the individual percentage of contract. Eligibility criteria are as follows:

1. Completion of one (1) year on the highest numbered step of the salary schedule; the teacher then becomes eligible for the career increment during the next and succeeding years;
2. Teachers in their eleventh (11) cumulative year the District.
3. As teachers earn more years of service and additional credits, the following career increments shall apply:

Teachers in their thirteenth (13) year or more of teaching in the District and who have attained lanes MA to MA+40 shall receive \$5,000.

Teachers in their nineteenth (19) year or more of teaching in the District and who have attained lanes MA+20 to MA+40 shall receive \$5,750.

Teachers in their twenty-fifth (25) year or more of teaching in the District and who have attained lane MA+40 shall receive \$6,500.

Section 7.7 Hourly Teacher Compensation. Effective January 1, 2024, the hourly rate of pay for teachers performing additional duties outside of their contracted assignment will be based on the hourly rate associated with BA+10, Step 10, of the current year salary schedule.

ARTICLE VIII GROUP BENEFIT COVERAGE

Section 8.1 Group Health and Hospitalization Insurance.

8.1a Single Coverage. The District shall contribute toward the premium for individual coverage for all full-time teachers employed by the school district who qualify for and are enrolled in the school district group health and hospitalization plan. The District shall contribute a maximum of \$9,000 for the 2023-2024 school year and \$9,250 for the 2024-25 school year. The District policy shall be the current fee for service health care coverage. To the extent the employer contribution described in this paragraph is not sufficient, the teacher will be responsible for any remaining cost of coverage under the District's group health and hospitalization plan. If the cost of a HSA High Deductible plan is lower than the annual district contribution to premium, the District will contribute the difference to the employee's HSA up to the IRS maximum.

8.1b Dependent Coverage. The District's contribution toward the premium for dependent insurance coverage shall be the amount contributed for the individual coverage noted in Section 8.1a. The amount shall not be less than \$18,000 for 2023-2024 and \$18,500 for the 2024-2025 school year. To the extent the employer contribution described in this paragraph is not sufficient, the teacher will be responsible for any remaining cost of coverage under the District's group health and hospitalization plan. If the cost of a HSA High Deductible plan is lower than the annual district contribution to premium, the District will contribute the difference to the employee's HSA up to the IRS maximum.

8.1c Employees Not Enrolled. For teachers who did not select the group medical insurance offered by the District, an annual Health Care Savings Plan (HCSP) contribution of \$2,500 shall be made in monthly installments. As of June 30, 2020, this benefit is no longer offered to new participants.

8.1d Premium Payment Period. The group insurance contract term commences on September 1 and is a yearly contract. Insurance deductions shall be made over 12 months for those teachers who have elected to be paid on a 12-month basis. Resigning teachers may continue their group health insurance for the last quarter but, if so, their monthly payments shall be deducted from their salary at the end of the school term; otherwise their insurance lapses at the end of the third quarter.

8.1e Specifications. The group health and hospitalization insurance policy provided by the District for all District No. 47 teachers will carry specifications substantially the same as those in place during the last contract period. Significant changes in specifications shall be made only by the mutual agreement of both parties to this contract. Said specifications may be substantially met by the successful low bidder for a fee for service provider and/or a Health Maintenance Organization. The District and Association agree to participate in a committee that annually reviews health insurance specifications. This committee will represent District 47 teachers that participate in the district's group health and hospitalization insurance policy. The SRREA reserves the right to appoint its own representatives. Teachers will be represented proportionate to the total number of employees participating in the group health and hospitalization program.

8.1f Health Reimbursement Arrangement.

This section only applies to staff hired prior to January 1, 2014, with funds remaining in the District HRA account.

Notwithstanding the foregoing, any contributions made to the District's Health Reimbursement Arrangement prior to January 1, 2014, shall remain in the employee's account under the Health Reimbursement Arrangement until used for reimbursements or transferred to the Post-Employment Health Care Savings Plan as described in Section 8.1f1.

8.1f1. Where continuation coverage is not otherwise required under COBRA, the following provisions shall be provided under the HRA. Any HRA account balance remaining at the time of the employee's termination of employment from the District shall be retained by the District during which time the separated employee may access the HRA balance in accordance with the HRA provisions. Upon retirement from the District, the HRA balance shall be retained by the District for a period of one (1) year during which time the separated employee may access the HRA balance in accordance with the HRA provisions. At the end of the one (1) year period, any remaining balance will be surrendered to the District. The School District will then contribute an amount equal to the surrendered balance to the Minnesota State Retirement System Health Care Savings Plan (HCSP) on behalf of the retired employee. If death of the employee occurs while contributions are owed to the HCSP but are not yet paid, the School District will then contribute an amount, equal to the surrendered balance to the deceased employee's estate as a taxable event in accordance with the provisions of the applicable tax code.

8.1f2. Reimbursement to the employee for certain approved medical care expenditures shall occur on at least a quarterly basis from the District's HRA account of the eligible employee on at least the following dates: September 30, December 30, March 30, and June 30. Original receipts for approved medical expenses will be required in order to receive reimbursement from the account according to IRS regulations. These original receipts must be turned in to the Business Office by the 10th of each month slated for reimbursement in order to be reimbursed for that quarter. The employee shall be reimbursed from the account the lesser of the amount of original receipts turned in for reimbursement or the balance in the account. The unreimbursed balance will be reimbursed in future quarters of a given plan year as sufficient contributions are credited to the account. For newly hired employees, only those expenses incurred on or after the official date of hire will be eligible for reimbursement during the plan year. Expenses incurred after June 10th of the calendar year shall be reimbursable on the next following September 30th reimbursement date. This section only applies to funds remaining in the District's Health Reimbursement Arrangement (HRA)

8.1f3. It is understood by both parties to this agreement that all provisions of this section shall be subject to the terms and conditions of the HRA. In addition, the parties agree to negotiate changes necessary to assure compliance with any and all applicable IRS rules and regulations, and applicable State laws.

Section 8.2 Group Life Insurance. The District will pay the premium of a \$50,000 life insurance policy for each full-time teacher.

Section 8.3 Income Protection Insurance. A program of income protection will be provided for full-time teachers to a maximum salary amount of two-thirds (2/3) of \$65,000 with the district contribution set at \$200 per teacher each year of this agreement. Eligibility for catastrophic leave, as defined in section 9.1a, is contingent upon the teacher's enrollment in the Income Protection Program. Staff members who are denied enrollment into the Income Protection Program will be eligible for Catastrophic Leave.

Section 8.4 Dental Insurance. The District will contribute for full-time teachers up to \$500 per year toward the cost of the premium under the District's group dental insurance plan. In order to receive any dental insurance benefits, the teacher must pay the remaining portion of the cost of the monthly premium for single or family coverage, and the teacher must timely enroll in and qualify for the insurance plan selected by the District. The eligibility and coverage of the teacher and any dependents will be governed entirely by the terms of the applicable insurance policy. Married couples will be allowed to combine their dental benefits toward the purchase of family coverage.

Section 8.5 Vision Insurance. The District agrees to participate in a voluntary eyewear insurance program funded wholly by the employees who choose to enroll. Said participation shall include providing enrollees access to payroll deduction for the payment of premiums.

Section 8.6 Part-Time Insurance Coverage. Teachers who work part-time shall be entitled to all group insurance programs. The District's payment shall be in the same ratio as the hours of employment bear to that of a full-time teacher (i.e. 4/7 of a contract equals 4/7 of the District's group insurance payment). Eligibility shall be subject to the restrictions of the insurance carrier.

Section 8.7 Married Couples Health Benefit. Married couples will be allowed to combine their health policy benefits toward the purchase of dependent coverage. If the cost of a HSA High Deductible plan is lower than the annual district contribution to premium, the District will contribute the difference to the employee's HSA up to the IRS maximum.

Section 8.8 Limit of Liability. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. It is also understood that no claim will be made against the District as a result of a denial of insurance benefits by an insurance carrier for reasons beyond the control of the District.

Section 8.9 Tax Exempt Employer Contribution. Teachers selecting fringe benefits beyond the amount contributed by the District shall be eligible for tax exempt contributions through the variable flexible benefit plan as provided in Section 125 of the Internal Revenue Code and as available to all teachers.

ARTICLE IX LEAVES OF ABSENCE

Section 9.1 Discretionary Leave.

9.1a Earning. Each full-time teacher shall be credited with thirteen (13) days (104 hours) of discretionary leave. Teachers with less than a full-time contract will be credited with a pro-rated amount of leave. Any discretionary leave used, but not earned, shall be deducted from the salary due to the teacher at termination of service.

The number of discretionary leave granted will decrease from thirteen (13) days (104 hours) to twelve (12) days (96 hours) if the average amount of discretionary leave used by all teachers in the previous school year was more than ten (10) days (80 hours). Said allocation will increase back to thirteen (13) days (104 hours) if the average amount of discretionary days used by all teachers in the previous school year was less than ten (10) days (80 hours).

The District and Association will monitor and verify the average discretionary leave use by January 31 and June 30 of each year.

9.1b Usage and Limitations. Discretionary leave may be used at the discretion of the teacher to cover any personal absence not described in Sections 9.4 Unpaid Child Care Leave, 9.6 Judicial Leave, 9.7 Extended Leave, 9.8 Association Officer Leave, 9.9 Public Officer Leave, 9.10 Military Leave, 9.11 Bereavement Leave, 9.12 Association Leave, 9.15 Association Contingency Leave, 9.17 Catastrophic Leave, and 9.18 Unpaid Leave.

Discretionary days must be exhausted prior to using accumulative sick leave and/or in accordance with language in this section.

There will be a five (5) consecutive day (40-hour) limit for discretionary leave use.

Teachers may make a request to use more than five (5) discretionary days (40 hours) consecutively, but shall not do so more than one (1) time in any consecutive five (5) year period. Requests in excess of five (5) consecutive leave days (40 hours) shall be made to and approved by the Director of Human Resources and Administrative Services. Each request shall stand on its own merit and shall not establish past practice.

The use of pre-approved discretionary leave on a parent / teacher conference day during the scheduled parent contact time, or on the first or last day of school will incur a 2-for-1 deduction.

No more than six percent (6%) of the total FTEs teachers shall be granted discretionary leave per day for personal reasons during the school year. Additional teachers, in excess of six percent (6%) of the total FTEs during the school year and beyond shall be granted approval to use discretionary leave for personal illness and/or the illness of an immediate family member, which may require a medical certificate.

Absences due to approved school business will not incur a discretionary or accumulative leave deduction.

9.1c Accumulative Sick Leave Bank Defined. Once discretionary days are scheduled and/or used, a teacher may access his/her accumulative leave days in non-discretionary situations for personal illness, illness of a family member, and for up to two (2) additional days (16 hours) for bereavement (See Section 9.11).

9.1d Accumulation and Payout. Discretionary days not used will be placed in the teacher's accumulative sick leave bank, which may accrue to a maximum of 120 days (960 hours).

Any unused discretionary leave, in excess of 120 days (960 hours) in the accumulative sick leave bank, shall be compensated at \$100 per 8-hour day. Said compensation will be placed in the teacher's Post Retirement Health Care Savings Plan unless the teacher completes and qualifies for a waiver of participation based on the Health Care Savings Plan's criteria. This fully executed waiver must be presented to the District thirty (30) days prior to teacher eligibility for contingent benefits, at which time the remaining balance will be paid in one lump sum directly to the teacher.

The District shall furnish to each teacher a written statement at the beginning of each school year setting forth the total number of discretionary days credited to the teacher and the total number of days in the teacher's accumulative sick leave bank.

9.1e Examples of Valid Use of Accumulated Sick Leave Bank Days. The following absences shall be considered to be sick leave:

1. absences because of personal illness, physical disability, or exposure to contagious disease requiring quarantine; and
2. attendance upon a seriously ill member of the immediate family.

The term "immediate family," is interpreted to mean spouse of teacher, child of teacher, parent of teacher, parent of spouse, brother or sister of teacher, or dependent living in the immediate household. The term, "immediate household," is interpreted to mean those who dwell under the same roof and comprise a family or domestic establishment.

Notes: Accessing leave from the accumulative sick leave bank shall not be allowed for things such as routine health examinations and/or dental appointments.

9.1f Medical Certification. The District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness/disability, indicating such absence was due to illness/disability, in order to qualify for paid sick leave from the accumulative sick leave bank. Such certification may be required of a seriously ill/disabled member of the immediate family or illness of a member of the immediate household if the teacher's absence is due to such illness/disability. In the event that a medical certificate will be required, that teacher will be so advised.

9.1g Deduction. Leave used beyond the exhausted discretionary leave shall be deducted from the accumulative sick leave bank earned by the teacher.

9.1h Notification and Approval. Leave shall be granted only upon successful submission and approval.

The teacher shall submit leave requests a minimum of two (2) days in advance of the absence. In emergency situations, including additional days for bereavement, a building principal may approve a request with fewer than two (2) day notice. In all cases, teachers are encouraged and expected to inform their building principal of planned leave as far in advance as possible, but not before August 1 of the school year for which leave is to be taken. Discretionary leave brought on by personal illness or illness of an immediate family member does not require a two (2) day notice.

9.1i Part-Time Teachers. Part-time teachers working a full school year, as set out in ARTICLE XI (182 Days), shall earn thirteen (13) discretionary leave days. These days are to be the same length as their workday. Part-time teachers working less than a full school year will earn a ratio of the thirteen (13) discretionary leave days in accordance with the following formula:

$$\left(\begin{array}{c} \text{number of days contracted} \\ \text{i.e.} \end{array} \right) \div 182 \text{ days} = \frac{X}{13}$$

9.1j Advancement of Leave. The District shall have the discretion to advance leave days to newly hired teachers on an individual basis. Newly hired teachers with less than seven (7) years of teaching experience may be advanced up to thirty-six (36) days (288 hours); said teachers shall begin to accumulate additional sick leave, according to the provisions of this section, beginning in their fourth (4) year of teaching with the District. Newly hired teachers with seven (7) or more years of teaching experience may be advanced up to sixty (60) days (480 hours) of sick leave; said teachers shall begin to accumulate additional sick leave according to the provisions of this section beginning in their sixth (6) year of teaching experience with the District.

Section 9.2 Unpaid Illness/Disability Leave. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated earned sick leave shall be granted an additional leave of absence without pay for the duration of such illness or disability but not to exceed the balance of the school year during which such illness or disability occurs or begins. This leave shall be extended to include one (1) additional school year.

Section 9.3 Workers' Compensation. In case of absence due to injury incurred in the course of the teacher's employment, the teacher shall be paid the difference between the teacher's salary and benefits received under the Workers' Compensation Act with such absence to be charged, proportionately to percent of salary paid, to sick leave.

Section 9.4 Childcare Leave.

9.4a Use. A childcare leave may be granted by the District, subject to the provisions of this section, to one teacher-parent of a natural born or adopted child, provided such parent is caring for the child or children on a full-time basis.

9.4b Request. A teacher making application for childcare leave shall inform the Director of Human Resources and Administrative Services in writing of the intention to take the leave at least two (2) calendar months before commencement of the intended 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. In an adoption case, the teacher shall inform the Director of Human Resources and Administrative Services in writing of the intention to adopt and attempt to comply with the notification timelines, although the beginning date of child care leave may not be known. In cases in which the teacher is unable to meet the two-month (2) notification requirement, the teacher shall notify the Director of Human Resources and Administrative Services as soon as the date of in-home placement is determined. This leave shall commence on the first day of home placement.

9.4c Date of Leave. The District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year -- i.e. winter vacation, spring vacation, trimester break, end of a grading period, end of the school year, or the like. The District shall grant a childcare leave without pay to any teacher who makes written application for such leave provided the District can replace the applying teacher with a replacement acceptable to the District.

9.4d Duration. In making a determination concerning the commencement and duration of a childcare leave, the District shall not, in any event, be required to: 1) grant any leave more than twelve (12) months in duration; or 2) permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.

9.4e Reinstatement. A teacher returning from childcare leave shall be reinstated to the teacher's original position or to a position of similar status and pay unless previously discharged or placed on unrequested leave of absence.

9.4f Failure to Return. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.

9.4g Probationary Teachers. In accordance with Minnesota Statute 122A.40, Subd.5, d, a probationary teacher must complete at least 120 days of teaching service each year during the probationary period. Days devoted to parent-teacher conferences, teachers' workshops, and other staff development opportunities and days on which a teacher is absent from school do not count as days of teaching service under this paragraph.

9.4h Previous Experience Credit. A teacher who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave except that a teacher who has completed at least one-half of a school year of paid service shall be advanced a step on the salary schedule in the subsequent year of employment.

9.4i Salary and Fringe Benefits. Leave under this section shall be without pay, fringe benefits, or sick leave, except as may otherwise be provided in this Agreement.

Section 9.5 Family and Medical Leave Act (FMLA). In accordance with the FMLA, teachers who apply and are eligible will be granted leave pursuant to that act.

Section 9.6 Judicial Leave. A teacher called for jury duty or under subpoena to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation except in cases involving litigation initiated by the teacher against the District.

Section 9.7 Extended Leave. An extended leave of absence, without pay, of up to two (2) years, may be granted by the School Board to any teacher, upon written application, for the purpose of engaging in study at an accredited college or university, foreign or military teaching programs, and full-time participation in the Peace Corps, Job Corps, or a cultural or work program related to the teacher's professional position, or any other purpose that the School Board, in its discretion, determines. Requests for extended leave must be made by February 15 and the leave granted or denied by April 1. The teacher shall retain all seniority, tenure, salary placement, and fringe benefits, which the teacher had accrued prior to taking such leave.

Section 9.8 Association Officer Leave. A leave of absence without pay or fringe benefits for a period of time mutually agreed between the School Board and teacher shall be granted to a teacher, upon written notification to the School Board, for the purpose of serving as an officer of the Association, Education Minnesota, AFT, or NEA, or for working on its staff. The teacher shall retain all seniority, tenure, salary placement, and fringe benefits, which the teacher had accrued prior to taking the leave. The leave shall be limited to two (2) teachers at any one (1) time. Requests for such leave must be submitted by February 15 of the year the leave is to commence. The School Board will, should extenuating circumstances exist, consider leaves submitted after February 15. A teacher who is granted an "Association Officer Leave" may continue to participate in District-sponsored fringe benefit programs at his/her own expense.

Section 9.9 Public Officer Leave. A leave of absence without pay, not to exceed four (4) years, shall be granted to any teacher upon written notification for the purpose of campaigning for or serving in a public office. The teacher shall retain all seniority, tenure, salary, and fringe benefits, which the teacher had accrued prior to taking such leave.

Section 9.10 Military Leave. Military leave shall be granted pursuant to applicable law.

Section 9.11 Bereavement Leave. All teachers shall be allowed up to a maximum of three (3) days (24 hours) of bereavement leave with pay at the time of a death in the family of a teacher or the teacher's spouse; Teachers may request and be granted an additional two (2) leave days (16 hours) with deduction from his/her discretionary days available. In the event the teacher has exhausted his/her discretionary leave, he/she may access the additional two (2) days (16 hours) from his/her accumulative sick leave bank.

For the purpose of bereavement leave, "family" means spouse, registered domestic partner, child, grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, cousin, niece, and nephew. In the event of a death of a teacher, the Superintendent or his/her designee shall meet with an Association representative to determine which teachers may be excused for funeral attendance.

In the event of a death not included in the above stated relationships, the need for bereavement leave does not coincide with the required two-day notice for requesting discretionary leave and/or discretionary leave cap has been met, the Director of Human resources and Administrative Services, in mutual agreement with the SRREA President, will make decisions on a case-by-case basis. This bereavement leave will be deducted from the teacher's discretionary leave. In the event the teacher has exhausted his/her discretionary leave, he/she may access this additional time from his/her accumulated sick leave bank. The appropriate absence request is either discretionary bereavement or sick leave bank bereavement respectively.

Section 9.12 Association Leave. At the beginning of every school year, the Association shall be credited with ten (10) days (80 hours) of paid Association leave to be used only by teachers who are officers or agents of the Association, and such use is to be at the discretion of the Association. The Association shall be accredited with an additional ten (10) days (80 hours) of paid Association leave with the Association to pay the cost of the substitutes. The Association shall notify the appropriate supervising principal(s) in writing at least two (2) working days prior to the date for intended use of such leave.

Section 9.13 Leave Insurance Coverage. A teacher on an approved extended leave of absence may, at the teacher's expense, remain in the District's group insurance programs. This section applies to Sections 9.4, 9.5, 9.7, 9.8, and 9.9. Eligibility shall be subject to the restrictions of the insurance carrier(s).

Section 9.14 Return to Work Notification. Teachers on leave shall notify the Director of Human Resources and Administrative Services or his/her designee no later than February 15 of their intent to return for the next school year. All teachers on an extended leave shall be notified by the District of their contract and salary status for the ensuing year no later than January 1. At this time, the teacher will also be informed that the teacher has until February 15 to notify the District as stipulated above.

Section 9.15 Association Contingency Leave. Contingent upon approval by the Association, leave with pay may be allowed for a ceremony, emergency, or when a teacher's leave has been exhausted. This access is limited by the availability of "Association Contingency Leave" days. These days are to be administered by the Association. The Association shall be credited with seven (7) days (56 hours) annually to be used for such leave. The Association shall notify supervising principal(s) in writing prior to the date of such leave.

Section 9.16 Part-Time Teacher Mobility. Teachers who qualify may participate in the "Teacher Mobility: Part-Time Employment Program" (M.S. 354.66) under the following conditions:

1. The School Board reserves the right to approve or deny requests based upon the best interest of the District.
2. The District shall pay only its obligation for the part-time contract.
3. The School Board reserves the right to assign the teacher to a position for which he/she is qualified that is in the best interest of the District.
4. For up to ten (10) years, the teacher may return to a full-time status if:
 - a. he/she notifies the Director of Human Resources and Administrative Services in writing by February 15 preceding the school year of requested return to full-time status and if a position is available for which the teacher qualifies, and
 - b. the part-time teacher mobility program is discontinued, or
 - c. part-time hours are not assigned consecutively unless otherwise mutually agreed. The District will not be required to realign positions to accommodate the teacher, nor terminate probationary teachers, nor place any teacher on unrequested leave of absence.

Section 9.17 Catastrophic Leave. A pool of one hundred (100) days (800 hours) shall be established by the School Board to be used by teachers who, as a result of some crisis, have the need to be absent for an extended period of time. The teacher must first exhaust all other applicable leave before catastrophic leave can be considered. The Director of Human Resources and Administrative Services shall have the right to grant catastrophic leave for up to three (3) days (24 hours). For leaves of more than three (3) days (24 hours), the catastrophic leave pool shall be managed by a committee comprised of a School Board member, a member of the Association's executive committee, a teacher from the building in which the teacher requesting the leave works, a building principal appointed by the Director of Human Resources and Administrative Services, and the Director of Human Resources and Administrative Services. Requests to use more than three (3) days (24 hours) of catastrophic leave shall be made in writing to the Director of Human Resources and Administrative Services who shall convene the committee, which shall act on the request. Committee decisions must be made by at least a 4-to-1 majority.

Catastrophic leave is to be used in those situations involving death and/or a potentially fatal illness. Catastrophic leave is not to be used for pregnancy-related absences.

In rare instances when a teacher has used all available sick leave and is facing an extended absence due to a personal or family emergency, that teacher may make application to use the catastrophic leave pool; said application shall be considered by the committee in accordance with the provisions identified in the first paragraph above.

Teachers may periodically be asked by the committee to contribute portions of their unused accumulated sick leave to the pool to replace used days. Only teachers with at least forty-five (45) days (360 hours) in their accumulative sick leave bank may donate to the Catastrophic Leave Bank, which will be administered by the Association. The District will administer the crediting and deduction of days. Teachers may not donate more than three (3) days (24 hours) per year from their accumulative sick leave bank. Each donated day shall have a value of one (1) 8-hour accumulative leave day. The committee shall have no authority to approve catastrophic leave for more days than are available in the pool. To be eligible for catastrophic leave, the teacher making the request must be covered by the District's income protection insurance program. Teachers who are denied income insurance protection coverage by the District's income protection insurance carrier will remain eligible for catastrophic leave. Approved catastrophic leave shall cease immediately upon eligibility for benefits under the District's income protection insurance program.

Section 9.18 Unpaid Leave. Teachers shall only be eligible for unpaid leave in situations related to personal illness / disability and/or the illness / disability of immediate family. Teachers who request and are granted unpaid leaves of absence, which may require documentation, shall have the loss of pay for the unpaid day(s) deducted from their payroll. Requests for unpaid leave shall be made in writing to the Director of Human Resources and Administrative Services or his/her designee in the manner provided by the District at least forty-eight (48) hours in advance except in the case of an emergency. The leave must have prior, written approval. No more than thirteen (13) teachers may use unpaid leave at the same time.

Section 9.19 Insurance Coverage During and After an Unpaid Leave. Teachers on leave may remain in the District's group insurance program at the teacher's expense. Eligibility shall be subject to the restrictions of the insurance carrier(s).

If a teacher, at the onset of leave, decides not to continue the benefit coverage during the period of the leave, he/she will be required to show evidence of insurability at the time of return to employment with the District.

ARTICLE X HOURS OF SERVICE

Section 10.1 Basic Day. The teacher's basic day, inclusive of lunch, shall be eight (8) hours. On the last regular school day of the week, teachers shall be allowed to leave after the buses have left the school grounds, except when a teacher is required to stay longer for a special activity.

Section 10.2 Building Hours. The specific hours at any individual building may vary according to the needs of the educational programs of the District. The District will designate the specific hours for each building.

Section 10.3 Additional Assignments and Duties. In addition to the basic school day, teachers shall be required to participate in District activities beyond the teacher's basic day as is required by the District to a maximum of four (4) duty hours per teacher per year non-inclusive of mandatory meetings. Teachers will be compensated for approved required duty beyond the four (4) hours at the hourly rate as outlined in Section 7.7. The District will attempt to equalize non-paid duty assignments among all teachers. In addition to duty hours beyond the maximum of four (4) unpaid hours, those duties listed in EXTRA-CURRICULAR PAY SCHEDULE C shall be compensated.

ARTICLE XI LENGTH OF SCHOOL YEAR

Section 11.1 Teacher Duty Days. The School Board shall establish the number of school days and teacher duty days for each school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The teacher duty days shall be a maximum of 176 student contact days, including conference time, and six (6) workshop and/or in-service days, for a total of 182 days for each year of this Agreement. The School Board may, at its discretion, assign two (2) additional duty days provided said days are scheduled as a part of the approved calendar. Said additional duty days may be scheduled on different dates for different teachers provided efforts are made to accommodate teacher preferences for such scheduling. Additional duty days, if scheduled, shall be paid on a pro-rated daily rate of pay and are subject to the standard leave provisions outlined in this Agreement.

Section 11.2 Emergency Closings.

11.2a Late Starts and Early Closings. On days when students are to report to school late, teacher reporting time shall be one-half (1/2) hour before the designated starting time for that day. On emergency closing days when students are sent home after twelve o'clock (noon), teachers shall be allowed to leave fifteen (15) minutes after the student buses have left.

11.2b Inability to Report for Duty. In the event a teacher is unable to report for duty from the teacher's regular residence as a result of inclement weather or impassable roads or as a result of other similar conditions when school is in session, the teacher's salary shall be deducted for the day.

11.2c Make-Up Days. In the event closing school on days when school would normally be in session is necessary, not including eLearning days, days lost beyond the one "snow day" built into the calendar shall be made up by having school in session on the days as determined by the District. At least two (2) days shall be designated as make-up days with order of use specified and noted on each school year calendar. If a teacher has a scheduled leave day on a day when school is canceled, the day will not be charged to the teacher.

11.2d Meet and Confer. In the event the District proposes to extend the school year for any reason, before making its decision, the District shall first meet and confer with the Association on the necessity of extending the school year and the length and duration of said extension.

ARTICLE XII PERSONNEL FILES

Section 12.1 The Teacher's File. Teachers shall have the right, upon written request, to review the contents of their personnel files and to have a representative accompany them during such review. All evaluation material concerning a teacher or the teacher's performance shall be kept in the teacher's personnel file, and no separate personnel file shall be established.

Section 12.2 Right to Respond. A teacher who believes that the content of an evaluation of the teacher's performance is unjust, incorrect, or represents poor evaluation shall have the right to place a response to the evaluation in the teacher's personnel file.

ARTICLE XIII PRODUCTION OF MATERIALS

Section 13 Residual Rights. In accordance with Minnesota Statute 181.78, any teacher who participates in the production of tapes, publications, or other produced educational material on his/her own time and without using school district equipment, supplies, or facilities shall retain residual rights to such material should they be protected by copyright or sold by the District; provided, however, that if such matters have been developed and used in teaching students of the District, their continued use by the District may not be denied.

ARTICLE XIV ASSIGNMENTS AND QUALIFICATIONS

Section 14.1 Assignment. Teachers shall only be assigned within the scope of their teaching license or appropriate permission granted by the Professional Educator Licensing and Standards Board (PELSB).

Section 14.2 Notification of Assignment. Teachers shall be given written notice of their tentative classroom schedules for the forthcoming year no later than May 15 of each school year. In the event that a change in a teacher's classroom schedule is proposed for the forthcoming year, teachers so affected shall be consulted regarding the nature and extent of the change and shall be notified at least ten (10) calendar days prior to the proposed change, except for emergency situations.

Section 14.3 Non-Teaching Assignments. Teachers shall be consulted and given preference in any assignment that is in addition to the normal teaching schedule during the regular school year, including adult education, extra duties, and summer school courses. Job assignments will be made based on several qualifications including licensure, expertise, program seniority, and District seniority.

Section 14.4 Community Education Classes. Community education classes that are going to be offered should be posted to allow teachers to apply for the teaching positions. The District's Director of Community Education may hire any qualified teacher. Community education classes taught for high school graduation credit, if offered, shall be taught by licensed teachers or those with an appropriate permission granted by the Minnesota Board of Teaching, who will be paid a pro-rated portion of their regular teaching salary.

Section 14.5 Special Assignment. The District may place a teacher on special assignment to work on non-teaching but teaching-related matters in the District. Upon completion of the special assignment project, including those funded by grants, the teacher will resume regular teaching duties or a position of like status, pay, and accrued benefits. A teacher on special assignment shall receive the same salary and all tenure and fringe benefits and shall receive pro-rated pay for any length of time beyond the regular school term. Additional compensation may be provided for additional responsibility. Additional compensation shall include extra days of work to be paid at pro-rated daily rates and/or a responsibility factor to be determined by the School Board of Education or its designee and applied equitably toward those on special assignment.

ARTICLE XV TEACHER TRANSFERS

Section 15.1 Requests. Requests by a teacher for transfer to a different class, building, or position shall be made in writing to the Director of Human Resources and Administrative Services.

Section 15.2 Involuntary Transfer. An involuntary transfer may be made in cases such as emergencies, decreased enrollment, or to prevent disruption of the instructional program. If requested in writing, the Superintendent shall notify a teacher affected by an involuntary transfer and the Association of the reasons for such transfer.

Section 15.3 Transfer from Administrative to Teacher Status. Any teacher who was transferred to an administrative or executive position and who later returns to teacher status shall be entitled to retain such rights as the teacher may have had under this Agreement prior to such transfer or supervisory or executive status.

ARTICLE XVI TEACHING LOAD AND SUBSTITUTE PAY

The parties of this Agreement acknowledge and agree that the District may adopt the student instructional course schedule of its choosing. Both the District and Association will negotiate the terms and conditions of the teacher's workload in the schedule. Furthermore, it is the intent of both parties to incorporate language relating to the schedule, and agreed upon terms and workload.

Section 16.1 Teaching Load. The teaching load in the middle school will be twenty-five (25) student contact periods, five (5) periods of other contact (i.e. study hall or homeroom), and five (5) preparation periods. The teaching load in the high school will be eleven (11) out of fifteen (15) student contact periods, one (1) period of duty during one (1) trimester, and three (3) preparation periods. In order to offer additional classes, teachers may be assigned additional teaching periods per week in lieu of other contact time and will be scheduled on the following basis:

1. Researched student needs;
2. Joint District meetings with the department members and teams with regard to the method of researching student needs;
3. Attempts to meet the researched student need with qualified teacher volunteers;
4. Absent sufficient, qualified teacher volunteers, assignment of qualified teachers on a rotating basis in order to meet the needs.

If, instead of a preparation period, a teacher agrees to have a sixth (6) period of student contact scheduled, the teacher will be paid an additional daily sum of one-sixth (1/6) of the teacher's daily base rate. If an additional class is taught in lieu of a duty, the teacher will be paid an additional daily sum of seventy-five percent (75%) of one-sixth (1/6) of the teacher's daily base rate. Preparation time may be provided in two usable blocks of at least twenty-five (25) minutes each.

No high school teacher will be scheduled additional teaching periods during his/her preparation period more often than once every five (5) trimesters. If, instead of a preparation period, a teacher agrees to have a twelfth hour (12) of student contact time scheduled, the teacher will be paid an additional daily sum of one-fifth (1/5) of the teacher's daily base rate. During a teacher's duty-tri, an additional class may be assigned in lieu of a duty once every nine (9) trimesters. Teachers may agree to teach a twelfth (12) period more frequently. No additional compensation will be paid for teaching during the duty-tri.

Section 16.2 Traveling Time. For teachers who have to travel from building to building, traveling time shall be deducted from "other contact" time as described in Section 16.1.

Section 16.3 Lunch Period. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.

Section 16.4 Preparation Time. Within the student contact day, for every thirty (30) minutes of instructional time, a minimum of five (5) additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student contact day. Exceptions may be made by mutual, written agreement between the District and the teacher. In addition, elementary teachers shall be provided with one (1) fifteen (15)-minute relief period during the student contact day.

Section 16.5 Participation in Committee Meetings. The District agrees to hire substitute teachers to replace teachers who must leave school before it closes to attend committee meetings called by the District.

Section 16.6 Meeting Attendance. After providing a forty-eight (48)-hour notice, building principals may require teachers to attend meetings and/or workshops, which alter the basic day as defined in Section 10.1. Said meetings shall not occur more often than two (2) times per month and may not shift the teacher's day more than a quarter (1/4) of an hour. On the days these meetings are held, the building hours will be adjusted accordingly.

Section 16.7 Teacher-Substitute. The substitute pay for a teacher who is engaged as a substitute during the teacher's preparation period shall be based on the hourly rate as outlined in Section 7.7 and pro-rated on actual time worked. Teachers shall not be required to accept such duty during their preparation periods, nor shall classes be combined with any one (1) teacher assigned to two (2) classes.

Section 16.8 Part-Time Teachers' Work Day. Teachers who work part of a year will have their contracts pro-rated by multiplying the number of days worked and the rate per day. The rate per day will be calculated by dividing the salary at step and lane placement on the salary schedule by 182 days.

Teachers who work part of a day will have their contracts based on the pro-rated part of the eight hours worked. All major parts of the work day will be included in the pro-rated decimal equivalent calculation such as student contact, preparation time, lunch, etc.

Section 16.9 Part-Time Teacher Contract Calculation.

16.9a High School Teacher. Part-time high school teachers' contracts will be calculated by dividing the number of classes taught for the part-time teacher by the number of classes taught for the full-time teacher.

$$\text{Part-Time Percent} = \frac{A}{Z}$$

- A = The number of classes for the part-time teacher
- Z = The number of classes for the full-time teacher

The resulting percent will then be applied proportionately to preparation time, lunch duty, and other time on duty.

16.9b Elementary Specialist or Classroom Teacher. Part-time elementary specialists and classroom teachers' contracts will be calculated by dividing the assigned student contact time by the normal student contact time assigned to a full-time elementary specialist or classroom teacher.

$$\text{Part-Time Percent} = \frac{A}{Z}$$

- A = The number of student contact hours per week for the part-time teacher
- Z = The number of student contact hours per week for the full-time specialist or classroom teacher. This percent is then applied to all other requirements, including time on duty (eight hours), and lunchtime (thirty minutes) and one (1) relief period (fifteen minutes).

16.9c Middle School Teacher. Part-time middle school teachers' contracts will be calculated by dividing the assigned student contact time by the normal student contact time assigned to a full-time middle school teacher.

$$\text{Part-Time Percent} = \frac{A}{Z}$$

A = The number of student contact minutes per week for the part-time teacher
Z = The number of student contact minutes per week for the full-time teacher

The resulting percent will then be applied proportionately to preparation time, lunch duty, and other time on duty.

16.9d Preschool Teacher. The FTE for a preschool teacher shall be the sum of four categories (student contact, prep, non-student contact, and curriculum/in service) divided by 1,456 hours. The four categories shall be calculated as follows:

Student Contact = annual student contact hours ÷ 860

Prep = annual student contact hours ÷ 30 x 5

Non-student contact = annual student contact hours ÷ 3

Staff Development/Inservice = 8 hours x 10 days

Section 16.10 Job Share. A "shared position" is defined as two appropriately licensed teachers performing duties required for one full-time position. A teacher may request to be employed in a shared position. Requests for such positions shall be made in writing to the teacher's immediate supervisor by March 15 prior to the school year the position is to be shared. The supervisor will forward the request to the Director of Human Resources and Administrative Services. Teachers with continuing contract rights employed in a shared position shall have the continuing contract remain in effect.

The sharing of a full-time position shall be subject to annual review of the immediate supervisor. The supervisor with consultation with the involved teachers shall determine the schedule. Any change to the schedule requires written approval by the supervisor. The supervisor will submit his/her recommendation for the continuance or discontinuance of the shared position to the Director of Human Resources and Administrative Services.

Teachers with prior full-time contracts in the District shall be reinstated upon an opening of their original positions or into positions of similar stature, conditions, and pay by giving written notice of their intent to return to full-time employment no later than March 15 prior to the school year in which they intend to return.

Teachers with no prior full-time contracts must make application for any full-time position as a vacancy arises and shall be considered with all other applicants for that position.

Shared position teachers shall advance one step on the salary schedule for each year of service regardless of the percentage of the individual contract.

The District shall provide pro-rated benefits as a percentage of each teacher's contract. Each teacher shall have the opportunity to pay the remaining balance for full benefits.

Shared positions shall be eligible for paid absences as defined in Section 9.1g on a pro-rated basis as determined by the percentage of their contracts. Shared position teachers shall be eligible for other leaves of absence as defined in ARTICLE IX.

Section 16.11 Mentorship. The mentorship program shall be mandatory for all teachers in their first year of service in the District.

ARTICLE XVII EXTENDED DUTY

Section 17.1 Salary Schedules. The salary schedule for teaching replacement classes, extended day classes, Saturday classes, or other classes which count toward graduation requirements is a pro-rated portion of SALARY SCHEDULE A. Daily pay is 1/182 of the teacher's salary, pro-rated on an hourly basis if applicable, as defined in ARTICLE XI. For the second year of the contract, the salary is a pro-rated portion of SALARY SCHEDULE B. The hourly rate shall be one-eighth (1/8) of the daily rate.

Section 17.2 Summer School.

17.2a Compensation. Teachers shall be compensated in accordance with Section 7.7.

17.2b Method of Payment. Summer school salaries shall be paid through the use of timecards.

17.2c Sick Leave Days. Teachers of summer school classes shall be granted two (2) sick leave days at the beginning of each summer school session. A summer school sick leave "day" covers the daily session time. Summer school sick leave days are non-accumulative.

17.2d No Mandate for Summer School. Nothing in this Agreement shall be construed to mean that the District must hold summer school classes.

Section 17.3 Teacher Assignment to Extended Duty.

17.3a Assignment. Teachers shall be assigned to available extended-duty positions based on the recommendation made by the applicable department/grade level within the affected building. The Board may make deviations from said recommendations based on teacher qualifications and/or student needs.

17.3b. No teacher will be forced to accept an extended contract.

17.3c. Assignment to summer school shall be made in accordance with the provisions of Section 14.3.

ARTICLE XVIII STAFF DEVELOPMENT

The District shall maintain a staff development committee to facilitate educational improvement efforts. The committee shall adopt a plan, which will include a recommendation for annual budget expenditures to be submitted to the School Board. A majority of this advisory committee will be teachers representing various grade levels, subject areas, and special education. The Association has the right to appoint its representatives to the District committee.

ARTICLE XIX STUDENT TEACHING SUPERVISION

In the event the college placing the student teacher offers an honorarium to the supervising teacher, the teacher shall be allowed to accept such honorarium.

ARTICLE XX EMPLOYMENT OPPORTUNITIES

In the event of employment opportunities within the District, the recruitment procedure below with the following minimum essentials must be followed:

1. Teachers who are presently employed in the District will receive notification of all employment opportunities by written, posted notification.
2. Notice of vacancies and openings will include, but are not limited to, the description of the position and the educational and professional prerequisites.
3. Notification during June, July, and August will be satisfied upon notifying the President of the Association.
4. Teachers shall be notified of the availability of special assignments.

ARTICLE XXI MEET AND CONFER

District shall meet with the representatives of the Association as requested to discuss items of a "meet and confer" nature as defined in the P.E.L.R.A.

ARTICLE XXII CITIZENS' ADVISORY COUNCILS

When the School Board utilizes a citizens' advisory council, it shall permit the Association to appoint its representative to membership on such council.

ARTICLE XXIII LEADERSHIP AND CURRICULUM DEVELOPMENT

For purposes of this article, leadership pay shall be available for high school department leadership, middle school house and department leadership, and elementary grade level leadership.

Section 23.1 Leadership Compensation and Released Time. The annual pay for leadership will be one-and one-half percent (1.5%) for those heading groups of one (1) to five (5) teachers, two percent (2%) for those heading groups of six (6) to nine (9) teachers, and two and one half (2.5%) for those heading groups of ten (10) and above. Said calculations shall be made on the BA lane, step 1-12, as determined by the teacher's current step placement on the salary schedule; plus each department shall receive one released duty day for department work per full-time-equivalent teacher in the department including the department head. Middle school department heads not receiving leadership pay shall otherwise be entitled to proportionate released duty days. Released duty days may be used by the department head or other teachers directly associated with the department at the written discretion of the supervising principal(s). The assigned principal(s) must properly supervise all work. Leadership assignments, including eligibility for leadership compensation, shall be in accordance with established School Board policy.

Section 23.2 Department Head Alternatives. With the written approval of the supervising principal, department heads or teachers directly associated with the department may conduct department work during other than duty time. The total amount of paid time and released duty days shall not exceed department allocations specified in 23.1.

Section 23.3 Curriculum Development Compensation and Released Time. Curriculum development work by teachers shall be compensated at an hourly rate as outlined in Section 7.7. The Superintendent or his/her designee will determine time for curriculum work.

Section 23.4 Department Head Assignments. Department heads shall be assigned for the fiscal year.

ARTICLE XXIV UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 24.1. Purpose. The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 24.2. Definitions. For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

24.2a. Teacher. "Teacher" shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB) but shall not include the Superintendent, assistant superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time teachers whose services do not exceed fourteen (14) hours per week, teachers who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year, and emergency employees. Early childhood teachers who work less than fourteen (14) hours per week are covered under this Agreement except as later noted (See ARTICLE XXVIII)

24.2b. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Section 24.3. ULA:

24.3a. 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 three (3) 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 Director of Human Resources and Administrative Services by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.

24.3b. Notice. Teachers placed on such leave shall receive notice by June 15th of the school year prior to the commencement of such leave with reasons for said placement.

24.3c. Placement. The School Board may place on ULA, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The ULA shall be effective at the close of the school year. In placing teachers on ULA, the School Board shall be governed by the following provisions:

1. No teacher who has acquired continuing contract rights shall be placed on ULA while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is certified.
2. Teachers who have acquired continuing contract rights shall be placed on ULA in fields in which they are licensed in the inverse order in which they were employed by the District. If a teacher obtains licensure in a new area after the teacher's initial employment by the District, the teacher's seniority in that area will be the licensure date for the new area and not the date of original employment. In the case of merger of classes caused by consolidation of districts or in the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on ULA in fields in which they are licensed shall be accomplished according to the tie-breaking language listed below.
3. Notwithstanding clauses 1. and 2. above, if either the placing of a probationary teacher on ULA before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing contract rights on ULA before another teacher who has acquired continuing contract rights but who has greater seniority would place the District in violation of its affirmative action program, the District may retain the probationary teacher or the teacher with less seniority.

4. Teachers placed on ULA shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the District in fields for which they are certified. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of teachers who have equal seniority and who are placed on ULA in the same school year shall be negotiable.
5. Teachers, other than probationary teachers, terminated under Minnesota Statute 122A.40 shall be reinstated to the positions from which they have been terminated or, if not available, to other available positions in the District in fields for which they are licensed. Reinstatement shall be in the order of seniority. The order of reinstatement of continuing contract teachers who have equal seniority shall be determined under the tie-breaking language listed below. These teachers shall also be subject to clauses (6), (7), (8), (9), and (11) of this subdivision.
6. No appointment of a new teacher shall be made while a teacher who is properly licensed to fill such vacancy is on ULA, unless the teacher fails to advise the District within 30 (thirty) days of the date of notification that a position is available to the teacher, that the teacher may return to employment, and that the teacher will assume the duties of the position to which appointed on a future date determined by the District.
7. A teacher placed on ULA may engage in teaching or any other occupation during the period of this leave.
8. The placement on ULA shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.
9. The ULA of a teacher who is not reinstated shall continue for a period of three (3) years after which the right to reinstatement shall terminate.
10. The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 3 and 4 shall apply to placement on ULA.
11. Nothing in this section shall be construed to impair the rights of teachers placed on ULA to receive unemployment compensation if otherwise eligible.

24.3d. Tie-Breaker. The following sequence shall be used in order of priority to break ULA ties:

1. The teacher who has the most licensed and contractual experience, in and out of the District, shall be senior. A tiebreaker for full-time teachers hired after June 30, 1983, shall first be determined by total teaching experience in the District. Teachers who take any type of leave, except disability leave, shall not gain District teaching experience that can be used as a tiebreaker.
2. The teacher whose retention, in the determination of the School Board, would result in a more efficient or flexible school program or schedule shall be deemed more senior than the other (an example: a teacher who holds the most licenses shall be senior).
3. The teacher who, in the year of the proposed ULA placement including a teacher on authorized leave of absence, occupies a full-time, full-school-year position, shall be senior to one on a part-time, full-school-year position.
4. The teacher who has the most teaching experience in the field of licensure shall be senior.
5. The teacher who has the most formal education in the field of licensure and in education (elementary and/or secondary) shall be senior.
6. The teacher whose initial date of licensure is earliest shall be senior.

24.3e. 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.

24.3f. Tie-Breaker. In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.

24.3g. Years of Service. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 24.4. Reinstatement:

24.4a. 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.

24.4b. Notices. When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

24.4c. Acceptance of Reemployment. If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

24.4d. Reinstatement Rights. Reinstatement rights shall automatically cease three (3) 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 24.5. Filing of Licenses. In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 24.6. 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 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 24.7. 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 or M.S. 122A.41 and, therefore, shall not be subject to the grievance procedure.

ARTICLE XXV MATCHING ANNUITY PROGRAM AND RETIREMENT

Section 25.1 Matching Annuity Program. The "Matching Annuity Program" language contains provisions, which set the guaranteed payout at \$35,000 per full-time equivalent teacher for teachers hired prior to the 2000-2001 Agreement year. Part-time teachers shall have their maximum guaranteed payout pro-rated. Full-time teachers who retire under 9.17 shall receive the full remaining balance of the guaranteed payout. Part-time teachers who retire under 9.17 shall be paid a pro-rated portion of the remaining balance of the guaranteed payout provided they were hired prior to the 2000-2001 Agreement year. The guaranteed payout cap will not be negotiable. Teachers hired beginning in the 2000-2001 Agreement year shall receive no guaranteed payout at the conclusion of their service with the District.

25.1a Contingent Benefits. Yearly contributions made by the District, in accordance with the matrix in 25.1b, to a qualified teacher's matching annuity shall be deducted from the \$35,000 sum. A teacher hired prior to the 2000-2001 Agreement year shall have any balance remaining in this sum paid to him/her at the date of retirement in accordance with applicable IRS provisions. The remaining balance will be paid in one lump sum directly into the teacher's health care savings plan unless he/she completes and qualifies for a waiver of participation based on the health care

savings plan's criteria. This fully executed waiver must be presented to the District at least thirty days (30) prior to the teacher's eligibility for contingent benefits, at which time the remaining balance will be paid in one lump sum directly to him/her.

25.1b District Contribution. Teachers shall be eligible for "Matching Annuity Program" benefits, payable on a nine or twelve-month basis, when they elect to participate in a matching annuity program. The following matrix shall be used to determine District contribution levels:

<u>Years of Teaching Service in the District</u>	<u>Contribution</u>
At the beginning of year 1 through year 4	\$500
At the beginning of year 5 through year 10	\$1000
At the beginning of year 11 through year 20	\$1,250
At the beginning of year 21 +	\$2,250

25.1c Eligibility. Teachers, as defined in Section 2.2, who are employed by the District on a regular (not substitute) teacher contract, are eligible to participate in the "Matching Annuity Program." Part-time teachers shall earn pro-rated contribution benefits. Teachers on extra-duty assignments shall earn no more than the yearly District contribution corresponding to their respective years of teaching service.

25.1d Intent to Participate Form. By September 1, eligible teachers shall declare their intent to participate in the "Matching Annuity Program" by submitting a signed "Intent to Participate Form" to the Payroll Clerk.

Failure to change an "Intent to Participate Form" by September 1 shall exclude the teacher from changing the "Matching Annuity Program" during that year. An "Intent to Participate Form" shall be binding through August 30 of each year at which time a new "Intent to Participate Form" must be signed in order to make changes.

Eligible teachers hired prior to the 2000-2001 Agreement year who elect not to participate in the "Matching Annuity Program" shall have their contingent benefit defined in 25.1a reduced by the sum of one-half of the maximum District contribution available to that teacher pursuant to 25.1b during the year(s) of non-participation.

25.1e Early Severance of Employment. Teachers who, for whatever reason, leave the service of the District prior to eligibility for the balance of the guaranteed payout shall retain ownership of District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service. Teachers whose service ends before they have met the provisions of the contingent benefits provided for in 25.1a shall waive all rights to that benefit. A teacher eligible for the "Matching Annuity Program" as defined in 25.1a or his/her estate shall receive the contingent benefit in the accumulated sum of \$35,000 if the teacher dies or is otherwise eligible for permanent TRA disability.

25.1f Teacher Contributions. Eligible teachers who participate in the "Matching Annuity Program" may contribute any dollar amount up to or in excess of the maximum yearly District contribution defined in 25.1b.

25.1g District Contributions. The District and the teacher will direct their contributions to the same matching annuity company pursuant to M.S. 356.24 and the compensation matrix in 25.1b. The District will match a teacher's contribution dollar-for-dollar, up to the maximum yearly District contribution provided for in 25.1b.

25.1h Portfolio Management. Management of both the portfolio of individual investments and District contributions shall be solely the responsibility of the teacher in whose name these investments have been made. The District assumes no current or future liability for contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decisions, which are made by the teacher.

25.1i Investment Advice. Teachers are not to construe the plan or the District contributions to the plan or the opportunity of the teacher to match such contributions as legal, tax, or investment advice by the District.

Each teacher should consult his/her own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions in the plan.

The District has neither reviewed nor approved any investment programs, which the teacher may obtain by way of contributions under the "Matching Annuity Program."

The teacher agrees to indemnify and hold harmless the District from any adverse investment experience arising from or connected with contributions to the "Matching Annuity Program."

Section 25.2 Retirement. A teacher meeting the requirements of 25.1 may offer to withdraw from active teaching service in return for the remaining balance of the guaranteed payout of the matching annuity program by submitting a written resignation to the Director of Human Resources and Administrative Services prior to February 15 of the school year at the end of which the teacher wishes to retire. A teacher requesting to leave mid-school year must notify the District by February 15 of the previous year, must plan this retirement to occur at a natural break in the year, and must meet the District's transition plan for a replacement. Teachers with at least fifteen (15) years of continuous service with the District, who meet these retirement notification deadlines, shall receive a one-time payment of \$1000. After retirement, the teacher may continue health care coverage at the teacher's own expense.

Section 25.3 Health Care Savings Plan. All tenured members will receive an annual lump sum payment of \$1,000 into an HCSP held with the MN State Retirement System (MSRS). Payment will be made in June of each school year. Part time teachers shall be paid a prorated portion of the lump sum payment for each year.

For a teacher that turns 55 years of age or has completed 15 years of service in the district the annual HCSP contribution will be \$1,250.

ARTICLE XXVI DISCIPLINE

Section 26.1 Purpose. Teachers being considered for dismissal shall be covered by M.S. 122A.40, Subdivision 7.

Section 26.2 Disciplinary Action.

26.2a Disciplinary Actions. Any disciplinary action shall include the following, but not necessarily in this order:

1. oral reprimand, or
2. written reprimand, or
3. suspension with pay, or
4. suspension without pay.

The District reserves the right to discharge the teacher. The relative seriousness of the matter will determine at what level disciplinary action is commenced.

26.2b Notification.

1. A copy of a written reprimand shall be given to the teacher prior to having such reprimand placed in the personnel file.
2. Before or at the time of a suspension, the teacher shall be notified in writing by the District of the specific reason(s) for such action.

26.2c Association Representation. A teacher has the right to retain Association representation during formal questioning which may lead to disciplinary action. Prior to a suspension, the teacher shall be notified in writing by the District of the specific reason(s) for such action.

Section 26.3 Procedure for Suspension of Continuous Contract Teachers and Probationary Teachers. The District shall not suspend any teacher without just cause. If the District believes that just cause for suspension exists, the teacher shall be notified in writing.

The Association, with the consent of the affected teacher, has the right to take up the suspension at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure if requested by the Association. No suspension shall take place until a final determination has been made unless the suspension is the result of action taken under M.S. 122A.40, Subdivision 13.

Section 26.4 Personnel File. A teacher's personnel file shall contain only materials that are related to his/her employment. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the teacher and, if corrected, shall not be entered into the teacher's personnel file.

An oral reprimand may be noted in a teacher's personnel file.

Investigations, which do not result in disciplinary actions, shall not be entered into a teacher's personnel file.

Each teacher shall be promptly furnished with a copy of all disciplinary entries into the permanent personnel file. All entries shall be dated and signed. A teacher shall have the right to place in his/her personnel file a written response, which shall be attached to the relevant document. Such responses must be submitted in a timely fashion.

If a teacher believes disciplinary material in his/her file is incomplete, inaccurate, or false, the teacher may request review and expungement of said material by the Director of Human Resources and Administrative Services or his/her designee.

Section 26.5 Investigation Meetings. In order that no unwarranted disciplinary action will be taken against a teacher, the District will make an investigation of any alleged violation of the Agreement, rules and regulations, laws, or policies affecting the teacher(s) that could be sufficient cause for disciplinary action. Prior to imposition of a suspension, the involved teacher(s) will be informed of the charges against him/her and given an opportunity for an informal hearing before the Director of Human Resources and Administrative Services or his/her designee.

ARTICLE XXVII GRIEVANCE PROCEDURE

The grievance procedure will follow the May 18, 1987, BMS grievance procedure.

5510.5120 APPLICATION

Parts 5510.5110 to 5510.5190 applicable because the District and the Association were unable to reach agreement on grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

5510.5130 DEFINITIONS

Subpart 1. SCOPE. For the purposes of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.

Subpart 2. BMS. "BMS" means the Bureau of Mediation Services.

Subpart 3. DAYS. "Days" means calendar days.

Subpart 4. TEACHER. "Teacher" means any public employee who is employed by the District in a position that is part of the Association.

Subpart 5. GRIEVANCE. "Grievance" means a dispute or disagreement regarding the application or interpretation of the Agreement. If no Agreement exists, "grievance" means a dispute or disagreement regarding the existence of just cause in the discipline of any teacher or the termination of continuing contract teachers.

Subpart 6. CONTINUING CONTRACT. "Continuing contract" means a teacher who has completed an initial probationary pursuant to M.S. 122A.40, Subd. 5.

Subpart 7. PARTY. "Party" means either the Association and its authorized agent(s) or the School Board and its authorized representative (s).

Subpart 8. SERVICE. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the teacher or Association at its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

5510.5131 COMPUTATION OF TIME

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day, act, or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

5519.5140 STEP ONE

When a teacher or group of teachers represented by an Association has a grievance, the teacher(s) or an agent of the Association shall attempt to resolve the matter with the teacher's immediate supervisor within twenty-one (21) days after the teacher(s), through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the teacher(s) and the Association within five (5) days after the grievance is presented.

5510.5150 STEP TWO

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (STEP ONE), a written grievance may be served on the next appropriate level of supervision by the Association. The written grievance shall provide a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the School Board's representative within fifteen (15) days after the immediate supervisor's response was due under part 5510.5140 (STEP ONE).

The School Board's representative shall meet with the agent of the Association within five (5) days after service of the grievance. The School Board's representative shall serve a written response to the grievance on the agent of the Association within five (5) days of the meeting. The response shall contain a concise statement of the School Board's position on the grievance and the remedy or relief it is willing to provide, if any.

5510.5160 STEP THREE

If the grievance is not resolved under part 5510.5150 (STEP TWO), the Association may serve the written grievance upon the Superintendent or his/her designated representative within ten (10) days after the written response required by part 5510.5150 (STEP TWO) was due. An agent of the Association shall meet with the Superintendent or his/her designee within five (5) days of the service of the written grievance, and they shall attempt to resolve the matter. The Superintendent or his/her designee shall serve a written response to the grievance on the agent of the Association within five (5) days of the meeting.

5510.5170 ARBITRATION

Subpart 1. Referral to Arbitration. If the response of the Superintendent or his/her designee is not received within the period provided in part 5510.5160 (STEP THREE) or is not satisfactory, the Association may serve written notice on the School Board of its intent to refer the case to arbitration within ten (10) days after the response required by part 5510.5160 (STEP THREE) is due.

Subpart 2. Selection of Arbitrator. Within ten (10) days of the service of written notice of intent to arbitrate, the Superintendent or his/her designee shall consult with the agent of the Association and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the BMS. The parties shall alternately strike names from a list of five names to be provided by the BMS until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the BMS, the other party may serve written notice of this fact upon the Commissioner of the BMS, with a copy to the offending party. Unless the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the BMS shall designate one name from the list previously provided to the parties, and the person so designated shall have full power to act as the arbitrator of the grievance.

Subpart 3. Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of the Agreement. The decision and award of the arbitrator shall be final and binding upon both parties.

Subpart 4. Arbitration Expenses. The parties shall share equally the arbitrator's fees and necessary expenses. The party requesting the cancellation shall pay cancellation fees, and the party requesting the clarification shall pay any fees incurred as the result of a request for clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by part 5510.5180, subpart 1.

Subpart 5. Transcripts and Briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notices of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of ninety (90) days following the issuance of the award.

5510.5180 PROCESSING OF GRIEVANCES

Subpart 1. Release Time. The processing of grievances under parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the District. Teachers designated by the Association shall be released from work without loss of earnings as a result of their necessary participation in meetings or hearings held pursuant to parts 5510.5110 to 5510.5190, whenever such release is consistent with the ability of the District to conduct its operations. No more than three (3) teachers shall be entitled to compensation for participation in a single meeting or hearing with respect to any one (1) grievance.

Subpart 2. Waiver of Steps. The parties may, by written, mutual agreement, waive participation in the grievance steps in parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by parts 5510.5140 and 5510.5170.

Subpart 3. Time Limits. A failure to raise a grievance within the time limits specified in part 5510.5140 or to initiate action at the next step of the procedure in parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the Association of the right to pursue the grievance. A failure of the School Board or its representative(s) to comply with the time periods and procedures in parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as requested in the last statement by the Association.

5510.5190 EFFECTIVE DATE

Subpart 1. No Existing Agreement. When no current Agreement exists, parts 5510.5110 to 5510.5190 are effective five (5) days after the date of publication of the notice of adoption in the "State Register."

If the Association and District have executed an Agreement before parts 5510.5110 to 5510.5190 became effective and the Agreement relies upon the grievance procedure adopted by the directive to satisfy Minnesota Statutes, section 179A.20, subdivision 4, parts 5510.5110 to 5510.5190 shall become effective only upon the termination of the Agreement. During the term of any Agreement executed before parts 5510.5110 to 5510.5190 become effective, the provisions of the grievance procedure contained in parts 5510.4600, 5510.4700, 5510.4800, 5510.4900, 5510.5000, and 5510.5100 shall prevail.

**ARTICLE XXVIII
EARLY CHILDHOOD FAMILY PROGRAM / ADULT BASIC EDUCATION**

Section 28.1 Minimum Hourly Pay Scale for Adult Basic Education (ABE). ABE teachers shall be paid the following hourly rates depending on their individual positions on the following salary schedules:

2023-2024 ABE Salary Schedule

STEP	BA	BA+20	MA
1	\$ 34.22	\$ 35.52	\$ 36.82
2	\$ 34.47	\$ 35.77	\$ 37.07
3	\$ 34.72	\$ 36.02	\$ 37.32
4	\$ 34.97	\$ 36.27	\$ 37.57
5	\$ 35.22	\$ 36.52	\$ 37.82
6	\$ 35.47	\$ 36.77	\$ 38.07
7	\$ 35.72	\$ 37.02	\$ 38.32
8	\$ 35.97	\$ 37.27	\$ 38.57
9	\$ 36.22	\$ 37.52	\$ 38.82
10	\$ 36.47	\$ 37.77	\$ 39.07
11	\$ 36.72	\$ 38.02	\$ 39.32
12 or more	\$ 36.97	\$ 38.27	\$ 39.57

2022-2023 ABE Salary Schedule

STEP	BA	BA+20	MA
1	\$ 35.22	\$ 36.52	\$ 37.82
2	\$ 35.47	\$ 36.77	\$ 38.07
3	\$ 35.72	\$ 37.02	\$ 38.32
4	\$ 35.97	\$ 37.27	\$ 38.57
5	\$ 36.22	\$ 37.52	\$ 38.82
6	\$ 36.47	\$ 37.77	\$ 39.07
7	\$ 36.72	\$ 38.02	\$ 39.32
8	\$ 36.97	\$ 38.27	\$ 39.57
9	\$ 37.22	\$ 38.52	\$ 39.82
10	\$ 37.47	\$ 38.77	\$ 40.07
11	\$ 37.72	\$ 39.02	\$ 40.32
12 or more	\$ 37.97	\$ 39.27	\$ 40.57

Section 28.2 Minimum Hourly Pay Scale for Early Childhood Family Education (ECFE). The hourly rate for ECFE teachers is arrived at by taking the annual salary per Salary Schedule A or Salary Schedule B and dividing by 1,456 hours per year. "BA+10" indicates 10 graduate semester credits beyond a bachelor's degree.

2023-2024 ECFE Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1	\$ 32.69	\$ 33.04	\$ 33.85	\$ 34.67	\$ 35.48	\$ 35.92	\$ 36.73	\$ 37.55	\$ 38.36	\$ 39.40
2	\$ 33.93	\$ 34.31	\$ 35.19	\$ 36.08	\$ 36.96	\$ 37.45	\$ 38.34	\$ 39.22	\$ 40.11	\$ 41.30
3	\$ 35.07	\$ 35.57	\$ 36.53	\$ 37.49	\$ 38.44	\$ 38.98	\$ 39.94	\$ 40.89	\$ 41.85	\$ 43.20
4	\$ 35.80	\$ 36.84	\$ 37.87	\$ 38.90	\$ 39.93	\$ 40.51	\$ 41.54	\$ 42.57	\$ 43.60	\$ 45.11
5	\$ 36.62	\$ 37.84	\$ 38.93	\$ 40.02	\$ 41.12	\$ 41.74	\$ 42.83	\$ 43.93	\$ 45.02	\$ 46.70
6	\$ 37.30	\$ 39.03	\$ 40.19	\$ 41.35	\$ 42.51	\$ 43.18	\$ 44.34	\$ 45.50	\$ 46.67	\$ 48.53
7	\$ 38.46	\$ 40.15	\$ 41.37	\$ 42.60	\$ 43.82	\$ 44.54	\$ 45.77	\$ 46.99	\$ 48.22	\$ 50.27
8	\$ 39.63	\$ 41.39	\$ 42.69	\$ 43.98	\$ 45.29	\$ 46.05	\$ 47.34	\$ 48.64	\$ 49.94	\$ 52.20
9	\$ 39.63	\$ 42.83	\$ 44.21	\$ 45.58	\$ 46.95	\$ 47.77	\$ 49.15	\$ 50.52	\$ 51.93	\$ 54.41
10	\$ 39.63	\$ 43.78	\$ 45.21	\$ 46.64	\$ 48.07	\$ 48.93	\$ 50.37	\$ 51.82	\$ 53.30	\$ 56.06
11	\$ 39.63	\$ 45.06	\$ 46.56	\$ 48.07	\$ 49.58	\$ 50.49	\$ 52.00	\$ 53.55	\$ 55.14	\$ 58.23
12	\$ 40.44	\$ 45.88	\$ 48.78	\$ 50.37	\$ 52.39	\$ 53.35	\$ 54.95	\$ 56.59	\$ 58.44	\$ 62.33

2024-2025 ECFE Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1	\$ 34.23	\$ 34.59	\$ 35.40	\$ 36.21	\$ 37.03	\$ 37.47	\$ 38.28	\$ 39.09	\$ 39.91	\$ 40.94
2	\$ 35.48	\$ 35.85	\$ 36.74	\$ 37.62	\$ 38.51	\$ 39.00	\$ 39.88	\$ 40.77	\$ 41.66	\$ 42.85
3	\$ 36.62	\$ 37.12	\$ 38.08	\$ 39.03	\$ 39.99	\$ 40.53	\$ 41.48	\$ 42.44	\$ 43.39	\$ 44.74
4	\$ 37.34	\$ 38.39	\$ 39.41	\$ 40.44	\$ 41.47	\$ 42.06	\$ 43.08	\$ 44.11	\$ 45.14	\$ 46.66
5	\$ 38.17	\$ 39.39	\$ 40.48	\$ 41.57	\$ 42.66	\$ 43.29	\$ 44.38	\$ 45.47	\$ 46.56	\$ 48.25
6	\$ 38.85	\$ 40.57	\$ 41.74	\$ 42.90	\$ 44.06	\$ 44.73	\$ 45.89	\$ 47.05	\$ 48.21	\$ 50.08
7	\$ 40.01	\$ 41.69	\$ 42.91	\$ 44.14	\$ 45.37	\$ 46.09	\$ 47.31	\$ 48.54	\$ 49.76	\$ 51.82
8	\$ 41.17	\$ 42.94	\$ 44.23	\$ 45.53	\$ 46.83	\$ 47.59	\$ 48.89	\$ 50.19	\$ 51.49	\$ 53.75
9	\$ 41.17	\$ 44.38	\$ 45.75	\$ 47.13	\$ 48.50	\$ 49.32	\$ 50.69	\$ 52.07	\$ 53.47	\$ 55.95
10	\$ 41.17	\$ 45.32	\$ 46.75	\$ 48.19	\$ 49.62	\$ 50.48	\$ 51.91	\$ 53.37	\$ 54.84	\$ 57.61
11	\$ 41.17	\$ 46.61	\$ 48.11	\$ 49.62	\$ 51.13	\$ 52.03	\$ 53.54	\$ 55.09	\$ 56.68	\$ 59.78
12	\$ 41.99	\$ 47.42	\$ 50.32	\$ 51.91	\$ 53.94	\$ 54.90	\$ 56.49	\$ 58.14	\$ 59.98	\$ 63.87

Section 28.3 Terms of Agreement.

Each year of employment in the District's ECFP and ABE programs will be recognized as a year of experience.

ECFP and ABE teachers will be placed on a separate seniority list based on the date of original employment.

Teachers will be recognized for the number of years they have already taught in the District's ECFP and ABE programs in determining their salary schedule placements.

Dues for hourly employees in Early Childhood Family Program (ECFP) and Adult Basic Education (ABE) teachers will be deducted in fourteen (14) equal amounts.

An annualized payment plan (24 payments) will be established for School Readiness teachers. ECFE and ABE teachers will be paid based on bi-monthly timecard submissions.

ECFP and ABE teachers shall have their basic days assigned in accordance with the needs of the program.

ECFP and ABE teachers who substitute within the program shall be paid in accordance with their regular hourly rate.

Due to the market driven nature of ECFP, teachers whose classes are cancelled will have the opportunity to recoup time lost with comparable work.

ECFP and ABE teachers shall make up days lost to emergency closings in accordance with a schedule generated by the program director.

Hours that exist as a result of grant funding can only be guaranteed for the duration and parameters of the grant.

**ARTICLE XXIX
SEVERABILITY**

The provisions of this Agreement relating to a teacher's employment shall be severable by mutual consent of both parties, and if the provisions thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**ARTICLE XXX
PUBLICATION OF THE AGREEMENT**

Copies of this shall be made available within thirty (30) regular teacher contract days after the agreement is signed. The District agrees to furnish twenty-four (24) copies of the Master Agreement to the Association for its use.

**ARTICLE XXXI
DURATION**

Section 31.1 Term. This Agreement shall remain in full force and effect for a period from July 1, 2023, through June 30, 2025, and thereafter unless modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations before March 1 of the year of expiration of this Agreement.

Section 31.2 Complete Agreement. This Agreement constitutes the full and complete Agreement between the District and the Association. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. If an individual contract between the District and a teacher contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 31.3 Review. Representatives of the District and the Association's bargaining committee may meet on the request of either party for the purpose of reviewing the administration of this Agreement and to resolve problems of interpretation and administration that may arise. These meetings are not intended to bypass the grievance procedure and shall be in accordance with Minnesota Statute 179A.20, Subd. 3.

**ARTICLE XXXII
TEACHER EVALUATION / PEER REVIEW**

In the event that teacher evaluation and peer review become state law, the District agrees to include SRREA representatives in the process of creating contract language to ensure compliance.

IN WITNESS WHEREOF, the parties cause this Agreement to be signed by their respective president or chairperson, attested by their respective chief negotiators, and their signatures to be placed below all on the day and year as written.

THE ASSOCIATION

THE DISTRICT

BY _____
President

BY _____
School Board Chairperson

AND _____
Lead Negotiator

AND _____
Lead Negotiator

Dated this ___ day of _____, 2023

Dated this ___ day of _____, 2023

**2023-2024
SALARY SCHEDULE A**

Step	BA	BA+10/ BA+15	BA+20/ BA+30	BA+30/ BA+45	BA+40/ BA+60	MA	MA+10/ MA +15	MA+20/ MA +30	MA+30/ MA +45	MA+40/ MA +60
1	47,596	48,108	49,290	50,476	51,661	52,305	53,485	54,668	55,854	57,365
2	49,403	49,953	51,241	52,528	53,815	54,533	55,817	57,110	58,403	60,138
3	51,063	51,793	53,189	54,582	55,974	56,760	58,148	59,542	60,932	62,892
4	52,118	53,641	55,138	56,634	58,133	58,987	60,481	61,978	63,476	65,685
5	53,322	55,101	56,685	58,272	59,864	60,779	62,365	63,957	65,544	67,996
6	54,309	56,824	58,520	60,207	61,898	62,875	64,562	66,255	67,948	70,666
7	56,002	58,452	60,233	62,021	63,802	64,853	66,637	68,417	70,207	73,197
8	57,699	60,269	62,151	64,042	65,935	67,046	68,934	70,825	72,715	76,007
9	57,699	62,362	64,366	66,364	68,365	69,554	71,558	73,560	75,603	79,220
10	57,699	63,739	65,822	67,911	69,996	71,248	73,335	75,451	77,599	81,627
11	57,699	65,613	67,793	69,996	72,189	73,510	75,709	77,965	80,281	84,787
12	58,886	66,800	71,019	73,337	76,287	77,680	80,001	82,400	85,084	90,749

**2024-2025
SALARY SCHEDULE B**

Step	BA	BA+10/ BA+15	BA+20/ BA+30	BA+30/ BA+45	BA+40/ BA+60	MA	MA+10/ MA+15	MA+20/ MA+30	MA+30/ MA+45	MA+40/ MA+60
1	49,846	50,358	51,540	52,726	53,911	54,555	55,735	56,918	58,104	59,615
2	51,653	52,203	53,491	54,778	56,065	56,783	58,067	59,360	60,653	62,388
3	53,313	54,043	55,439	56,832	58,224	59,010	60,398	61,792	63,182	65,142
4	54,368	55,891	57,388	58,884	60,383	61,237	62,731	64,228	65,726	67,935
5	55,572	57,351	58,935	60,522	62,114	63,029	64,615	66,207	67,794	70,246
6	56,559	59,074	60,770	62,457	64,148	65,125	66,812	68,505	70,198	72,916
7	58,252	60,702	62,483	64,271	66,052	67,103	68,887	70,667	72,457	75,447
8	59,949	62,519	64,401	66,292	68,185	69,296	71,184	73,075	74,965	78,257
9	59,949	64,612	66,616	68,614	70,615	71,804	73,808	75,810	77,853	81,470
10	59,949	65,989	68,072	70,161	72,246	73,498	75,585	77,701	79,849	83,877
11	59,949	67,863	70,043	72,246	74,439	75,760	77,959	80,215	82,531	87,037
12	61,136	69,050	73,269	75,587	78,537	79,930	82,251	84,650	87,334	92,999

**Note: Lanes in italics represents quarter credits*

EXTRA-CURRICULAR PAY SCHEDULE C

The percentages listed are based on the salary schedule placement of the BA+10 degree lane.

HIGH SCHOOL ACTIVITIES	
12.50%	
Head Basketball Head Football Head Hockey Head Wrestling	
12%	
Head Dance Head Swimming	
11.50%	
Head Gymnastics Head Soccer Head Volleyball	
11%	
Head Baseball Head Cross Country Head Lacrosse Head Nordic Ski Head Softball Head Speech Advisor Head Tennis Head Track & Field	
10%	
Head Vex Robotics High School DECA Yearbook Advisor	
9.5%	
Head Golf Musical Director Basketball Varsity Assistant Dance Varsity Assistant Football Varsity Assistant Hockey Varsity Assistant Wrestling Varsity Assistant	
9%	
Head Clay Target/Trap Gymnastics Varsity Assistant Swimming Varsity Assistant/Diving Coach	
8.50%	
Volleyball Varsity Assistant Wrestling Varsity Assistant Drama Director (Non Musical) Fall, Winter, and Spring Weight Strength Train Marching Band Director	
	8.00%
	Baseball Varsity Assistant Nordic Ski Varsity Assistant Soccer Varsity Assistant Softball Varsity Assistant Tennis Varsity Assistant Track Varsity Assistant Basketball Assistant (9th grade, JV2, B-Squad, etc.) Football Assistant (9th grade, JV2, B-Squad, etc.)
	7.50%
	Baseball Assistant (9th grade, JV2, B-Squad, etc.) Soccer Assistant (9th grade, JV2, B-Squad, etc.) Softball Assistant (9th grade, JV2, B-Squad, etc.) Tennis Assistant (9th grade, JV2, B-Squad, etc.) Volleyball Assistant (9th grade, JV2, B-Squad, etc.) Event Streaming Coordinator
	7.00%
	Cross Country Assistant Golf Assistant Instrumental Music Director Lacrosse Assistant Musical Assistant (Pit Orchestra Dir, Vocal Director) Speech Assistant Advisor Student Council Advisor Vocal Music Director
	6.50%
	Chamber Singers Director Culinary Advisor Drama Assistant Director FFA Advisor
	6.00%
	Jazz Band Director Knowledge Bowl Advisor
	5.50%
	Honor Society Advisor One-Act Play Photography Advisor Vocal Music Assistant
	5.00%
	DECA Assistant Coordinator Lead Link and Web Advisors Math League Advisor Pep Band

HIGH SCHOOL ACTIVITIES CONT.

4.00%	3.00%
Drama (Non-Musical) Assistant Advisor Prom Advisor	Project For Teens
3.50%	2.00%
Assistant Link and Web Advisor Prom Assistant Advisor	Art Club Advisor Homecoming Coord or Assistant Student Council Musical Tech (Costumer, Choreog, Tech, etc...)

MIDDLE SCHOOL/ELEM ACTIVITIES

6.50%	4.50%
Football Lead Wrestling Lead	Cross Country Lead Speech Lead Advisor Robotics (MS & ELEM)
6.00%	4.00%
Soccer Lead Track Lead Volleyball Lead Football Assistant Wrestling Assistant Instrumental Music	Student Council
5.50%	3.50%
Baseball Lead Basketball Lead Drama Lead Gymnastics Lead Softball Lead Swimming Lead Tennis Lead Soccer Assistant Track Assistant Volleyball Assistant	Jazz Band Director Knowledge Bowl Advisor Math Masters Advisor Robotics Assistant Elementary Spelling Bee Advisor Vocal Music Director (Middle School)
5.00%	3.00%
Golf Lead Drama Assistant Baseball Assistant Basketball Assistant Softball Assistant Tennis Assistant Yearbook	Math Counts
	2.50%
	Speech Assistant Advisor
	2.00%
	Art Club (Fall, Winter and Spring) Student Council Assistant Advisor Vocal Music Elementary (Per Buildings)
	1.50%
	Newspaper Advisor

OTHER

Hourly rate of pay based on BA10 Step 10 for work performed in addition to contract expectations

- Targeted Services (Summer and Regular Term)
- Curriculum Development (results in a work product)
- Staff Development
- Subbing During Prep Time
- Homebound Instruction
- Committee Work
- Additional Assignments and Duties
- Tutoring

Teachers who instruct AP classes shall be given an additional compensation of \$200 per trimester class.

MEMORANDUM OF UNDERSTANDING
Early Retirement Incentive 2022-2024

Between
Sauk Rapids-Rice Education Association
And
Independent School District 47

WHEREAS, the Sauk Rapids - Rice Education Association (“SRREA”) is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by Sauk Rapids - Rice Public School District 47 (“District”); and

WHEREAS, the District desires to provide an early retirement incentive during the 2022-2023 and 2023-2024 school years to reduce future district expenditures and to honor teachers that have served in the Sauk Rapids-Rice School District for many years.

WHEREAS, the Master Agreement between the District and the SRREA does not address this early retirement incentive, and this incentive does not otherwise impact any provision of the 2021-2023 Master Agreement.

NOW, THEREFORE, the District commits to the following during the 2022-2023 contract period:

1. The early retirement incentive offer is available to teachers who have completed at least twenty-five (25) years of teaching service in the Sauk Rapids-Rice School District and have reached age 55.
2. This incentive is in effect for teachers retiring after January 1, 2023. Teachers electing to participate must submit a letter of retirement to the district no later than February 15 of the year they plan to retire.
3. The incentive will consist of a one-time deposit into the retiree’s Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) in July of the year they retire. For teachers who receive HCSP catch-up payments pursuant to Article XXV Section 25.3, the dollar amount of these payments will be deducted from the HCSP deposit at the time of retirement as follows:

Year	Incentive	25.3 Catch-up Payment	Incentive Deposit
2021-2022	\$19,000	(\$1,100)	\$17,900
2022-2023	\$17,900	(\$1,250)	\$16,650
2023-2024	\$16,650	To be negotiated	TBD

4. This MOU is non-precedent setting and will not be renewed beyond the 2023-2024 school year.


For Sauk Rapids-Rice
Education Association



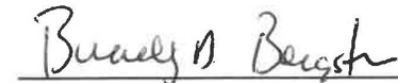
President


Steward

For Sauk Rapids-Rice School
District No. 47



Chairperson



Superintendent

Dated the 23 day of November, 2021.

Dated the 23 day of November, 2021.

MEMORANDUM OF UNDERSTANDING
Support for Special Education Teachers

Between
Sauk Rapids-Rice Education Association
And
Independent School District 47

WHEREAS, The Sauk Rapids - Rice Education Association ("SRREA") is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by Sauk Rapids - Rice Public School District 47 ("District"); and

WHEREAS, the parties have completed bargaining of the 2023-2025 Collective Bargaining Agreement ("CBA") that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in addition to the agreements reflected in the CBA, the district and the SRREA engaged in dialogue and problem solving to address the unique demands facing special education teachers in meeting the requirements of their positions; and

WHEREAS, the district clearly acknowledges and supports the need for all special education teachers to receive prep time and duty-free lunch time pursuant to the provisions of the CBA; and

WHEREAS, additionally, the SRREA and the district have worked collaboratively to establish guidelines and supports for the due process and student service requirements of special education teachers;

NOW, THEREFORE, the District commits to the following during the 2023-2024 contract period:

1. **Teacher Protected Time:** The District has designated the unassigned time at the beginning and end of the student instructional day as Teacher Protected Time and will work diligently to protect this time for special educators. The Director of Human Resources and Administrative Services will work with principals to remove supplementary duties such as bus duty, lunchroom supervision, and extra team assignments from special education teachers and service providers to allow additional time to meet due process and student service requirements unless this time is specifically related to students receiving special education services; and
2. **Clerical Support:** The district will work to provide clerical support, if requested, to assist in arranging meetings, creating meeting notices, copying documents and assisting with meeting preparation; and
3. **Due Process Time:** The district will provide the following supports to teachers to assist with the timely and proficient completion of due process responsibilities:
 - a. Each licensed Special Education classroom teacher will receive three days per year of due process time to be used throughout the year, but not more than two days per trimester. All probationary teachers and teachers on Formal Assistance Plans will be required to complete this time at the District Office to receive support to complete the due process requirements.
 - b. Time off for these days will be at the discretion of the building principal/director and contingent on securing a substitute teacher in advance of the requested time off.
4. **SPED Scheduling Time:** The parties agree that elementary and secondary SPED case managers who need to create student schedules will be provided up to eight (8) hours of time per year (4 hours in August and 4 hours in May). The scheduling of this time must be pre-approved by their supervisor and teachers will be paid the hourly rate for this time to complete schedules outside the duty day. Master Contract – 2023-2025

5. **Review:** The supports provided in paragraphs 1-5 above will be reviewed with the SRREA in March of 2023 to determine whether these measures have been effective in supporting the work of special education teachers and service providers. The district reserves the right to modify or discontinue any of these supports after June 30, 2024, at its sole discretion, based on the needs of students and the budgets of the district.

For Sauk Rapids-Rice
Education Association

For Sauk Rapids-Rice School
District No. 47

President

Chairperson

Steward

Superintendent

Dated the ____ day of _____, 2023.

Dated the ____ day of _____, 2023.