

INDEPENDENT SCHOOL DISTRICT NO. 2142

TEACHERS' CONTRACT

JULY 1, 2021

THROUGH

JUNE 30, 2023

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MASTER AGREEMENT

ARTICLE I PURPOSE

Section 1. This Agreement is entered into between Independent School District No. 2142, Virginia, Minnesota, hereinafter referred to as the School District, and the Education Minnesota St. Louis County, hereinafter referred to as the Union, pursuant to and in compliance with Minnesota Statutes Chapter 179A of 1985, hereinafter referred to as M. S. Chapter 179A, to provide the terms and conditions of employment for teachers for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The School District hereby recognizes the Union as the exclusive bargaining representative for all teachers employed by the School Board of Independent School District No. 2142, which exclusive representative shall have those rights and duties as prescribed by M. S. Chapter 179A, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all the teachers of the District as defined in this agreement and in said act.

ARTICLE III DEFINITIONS

Section 1. Teacher:

Subd. 1. The term "teacher" when used hereinafter in the contract shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the Department of Education, whether compensated annually as per Salary Schedule A and B, or on a per diem, hourly, or class rate basis, specifically including but not limited to:

1. classroom teachers
2. counselors
3. media generalists
4. vocational education teachers
5. teachers employed under federal programs
6. special education teachers
7. substitute teachers who work more than 30 days for a specific teacher in the district
8. adult vocational education teachers

Subd. 2. Categories, Teacher:

1. Full-time teacher: A full-time teacher shall be defined as a licensed employee under contract with the district for full employment.
2. Part-time teacher: A part-time teacher shall be defined as a licensed employee under contract with the district for less than full-time employment.
3. Long-term substitutes: A long-term substitute shall be defined as a licensed teacher under contract with the district whose employment is caused by conditions affecting any given school year. A long-term substitute is hired for more than 30 days and no longer than the end of the school year for an absent teacher. A long-term substitute may be considered full or part-time.
4. Program Teachers: A program teacher shall be defined as a licensed employee hired by the district to teach special classes not necessarily offered on a regular or an annual basis.
5. Title I Teacher: A Title I teacher shall be defined as a licensed employee hired by the District to teach in the approved federally funded Title I program. Terms and Conditions of Employment are found in ARTICLE XXVII.
6. ECFE Teacher: An ECFE teacher shall be defined as a licensed employee hired by the District to teach in the District ECFE program. Terms and Conditions of Employment are found in ARTICLE XXVIII.

Section 2. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

- Section 3. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district.
- Section 4. Teacher's Daily Rate of Pay: The teacher's daily rate of pay is calculated by dividing the teacher's base salary on the Salary Schedule by the number of contract days.

- Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by M. S. Chapter 179A.

ARTICLE IV NEGOTIATIONS

- Section 1. Release Time: Release time may be provided at the discretion of the School District to the Union's negotiating committee to permit the parties to meet during school hours for the purpose of reaching a successor contract as rapidly as possible.
- Section 2. Contract Copies: There shall be at least three (3) signed copies of the final contract for the purpose of record. One copy will be retained by the School Board, one by the Union, and one by the superintendent. A copy of the contract shall be provided by the School District to each member of the bargaining unit.

ARTICLE V SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Rights: The exclusive bargaining representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its over-all budget, utilization of technology, and the organizational structure, selection, direction, assignment, and number of personnel.
- Section 2. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the teaching services tentatively prescribed in writing by the School District. All the employees covered by this agreement shall be governed by the laws of the State of Minnesota, and the School District rules, regulations, directives and orders, issued by the properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the term of this agreement and recognizes that the School District, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules and regulations and orders of the State and Federal governmental agencies. Any provision 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 3. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

ARTICLE VI TEACHER RIGHTS

- Section 1. Right to Views: All conditions of this contract will be applied uniformly, fairly, and justly to all teachers in the system. The School District and the Union agree that in the course of employment all teachers shall be entitled to the full rights provided and guaranteed by the United States and Minnesota Constitutions and by all applicable laws. Such rights include, but are not limited to, equal employment opportunity, full political rights, freedom of expression, due process, freedom of association, and religious freedom.
- Section 2. Teacher Reprimands and Discipline: The School District and Union agree that a teacher shall at all times be entitled to have present a representative of the bargaining agent when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. The District's representative shall formally notify a teacher in writing of any meeting which contemplates reprimands and/or discipline. Such notification shall include a statement of the nature of the proposed meeting. When a request is made by the teacher for the presence of representation, no meeting shall take place until such representative of the bargaining agent is present. No teacher shall be disciplined or denied a salary increase that is scheduled or deprived of any professional advantage without proper cause. Any such discipline or denial, including adverse evaluation of teacher performance asserted by the School District or representative thereof, shall be subject to the grievance procedure herein set forth. All

information forming the basis for disciplinary action will be made available in writing to the teacher and shall be released upon authorization by the teacher to the bargaining agent. Meetings with the building principals which do not result in additions to the teacher's file shall be exempt from this Section.

Section 3. Personnel Files: Each teacher shall have the right, upon written request, to review the contents of the teacher's own personnel file. This review is to be during regular business hours in the presence of administration or designee. A representative of the bargaining agent may, at the teacher's request, accompany the teacher in this review.

Subd. 1. A teacher will have the right to respond to any material placed in his/her file. No material may be placed therein without allowing the teacher an opportunity to file his/her response thereto, and said response shall become a part of said file in accordance with the procedure of M. S. 122A.40, Subd. 9.

Subd. 2. A teacher shall have the right to reproduce any of the contents of the file at the teacher's expense. However, the School District may destroy such files as provided by law.

Subd. 3. Procedures for placing material in or releasing material from shall conform to Minnesota Statutes relating to school districts.

Subd. 4. The District shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure.

Section 4. Upon report of any attack by a student upon a teacher carrying out school responsibilities, the School District will provide legal counsel to initially advise the teacher of his/her rights and obligations with respect to such an attack.

Section 5. Vandalism to a teacher's personal vehicle on school property during school functions will be limited to \$250 on an individual claim.

ARTICLE VII EXCLUSIVE BARGAINING REPRESENTATIVE SECURITY

Section 1. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the state teacher organization, provided that dues check off, and the proceeds thereof shall not be allowed any teacher organization that has lost its rights to dues check off pursuant to M. S. Chapter 179A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be cancelled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

Section 2. Use of School Facilities: Duly authorized Union representatives shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Union shall have the right to post notices of activities and matters of Union concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Union may use the teacher mail boxes for communications to teachers.

Section 3. Information Availability: The School District agrees to make available to the Union, in response to reasonable requests in writing from the bargaining agent, all available information concerning the financial resources of the School District and such material as is necessary to process any grievance or complaint. Upon request, the District shall provide, in electronic form, to the Union the names, addresses, telephone numbers, e-mail addresses, birthdays (not including the year of birth), full-time equivalency (FTE) status, worksite locations and assignments of all bargaining unit members employed. Such requests shall be filled within fifteen (15) days. No charges will be made for one copy of reprinted information. If copies of information are not available for reprinting, the Union will assume these costs. All school board agendas and minutes shall be sent to the president of the Union. Self-addressed stamped envelopes will be provided to the School District office for this purpose.

Section 4. Release Time: The District shall afford reasonable time off to elected officers and appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representatives and shall, upon request, provide for leaves of absence to elected or appointed officers of the exclusive representative and the Union will assume costs of substitutes if the Superintendent grants release time. If the District requests the Union to meet during school hours, the School District will pay the cost of the necessary substitute.

ARTICLE VIII DEDUCTIONS

- Section 1. Requested Leaves without Pay: All deductions for leaves without pay will be made on the basis of the teacher's daily rate, which may include fringe benefits. Deductions shall be calculated as follows:
- Full-day deduction will be the daily rate.
Less than a half-day deduction will be calculated by dividing the teacher's daily rate by 7 and multiplying by the hours absent.
- Section 2. Credit Union Deductions: The School District agrees to deduct from the teacher's salaries payments to the teacher organization's credit unions upon proper authorization from the teacher.
- Section 3. Tax-Sheltered Annuity: The School District agrees to deduct upon proper authorization for tax-sheltered annuities provided that teachers participating in the tax sheltered programs submit their applications to the administration on or before October 1 in each year in which participation is desired. Ten (10) or more teachers must apply for authorization for each company before such deductions will be made.
- Subd. 1. A new teacher employed by the School District may apply for a continuation of his/her tax sheltered program in situations where the School District does not presently provide a program with that company.
- Section 4. Other Deductions: The School District agrees to continue deducting amounts which they presently deduct for various programs upon proper authorization by the teacher concerned, subject to the payroll machine's ability to make such deductions.

ARTICLE IX GRIEVANCE PROCEDURE

- Section 1. Definitions:
- Subd. 1. Grievant: A grievant will mean a teacher or group of teachers or the exclusive bargaining representative.
- Subd. 2. Grievance: A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this contract or that an employee has been treated inequitably or that there exists a condition which jeopardizes employee health or safety.
- Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period.
- Subd. 4. Days: Reference to days regarding time periods in this procedure shall refer to working days excluding weekends and holidays except as otherwise indicated.
- Subd. 5. Time Limitation and Waiver: If the stipulated time limits are not met, a grievant will have the right to appeal the grievance to the next step of the procedure. Failure to appeal a grievance from one step to another within the time periods herein provided shall constitute a waiver of the grievance.
- Section 2. Rights of Representation:
- Subd. 1. Recognition: At least one representative of the Union may be present for any meetings, hearings, appeals, or other proceedings relating to the grievance which has been formally presented.
- Subd. 2. Procedure Variation: If the exclusive bargaining representative and the Superintendent mutually agree that a grievance affects a group of teachers or the exclusive bargaining representative, the grievance may be initiated and submitted in writing directly to the Superintendent and the processing of such grievance will be commenced at Step 3 of this procedure. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the teachers or by the exclusive bargaining representative at Step 2 of this procedure.
- Section 3. Individual Rights:
- Subd. 1. Individual Representation: Nothing contained herein shall be construed as limiting the right of any

teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the exclusive bargaining representative. In such cases, the exclusive bargaining representative shall be notified in writing as to the disposition of the matter.

- Subd. 2. Optional Representation: A grievant may be represented at all steps of the grievance procedure by himself/herself, his/her agent, and/or at the grievant's option, by a representative selected by the exclusive bargaining representative. If the grievant is not represented by the exclusive bargaining representative, the exclusive bargaining representative will have the right to state its views at all steps of the grievance procedure.

Section 4.

Procedure:

- Subd. 1. Step One (1). The parties recognize that it is most desirable for an employee and his/her immediately involved supervisor, who has District authority to provide remedy to situations within his/her purview, to resolve problems through free and informal communications. As soon as possible, but within thirty (30) days following knowledge of the act or condition which is the basis of a complaint, the grievant(s) will make the problem known to his/her their immediately involved supervisor and schedule a mutually agreeable time to discuss the matter of concern. If no agreeable resolution to the matter is reached at this informal meeting, and within the original 30 day period unless mutually extended between the grievant(s) and the immediately involved supervisor, the grievant(s) must present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) days after the receipt of the formal grievance. Failure to file said grievance within the time limit shall be deemed a waiver of said grievance. The grievant and/or the exclusive bargaining representative and the supervisor or his/her designee and/or the School District's designee may be present for the meeting. The supervisor will provide the aggrieved party and the exclusive bargaining representative with a written answer to the grievance within five (5) days after the meeting. Such answer will include the basis upon which the decision was decided.
- Subd. 2. Step Two (2): If the grievance is not resolved at Step 1 or if no decision has been rendered within five (5) days after presentation of the grievance, the grievant must appeal within ten (10) days thereafter to the Superintendent or his/her official designee or the grievance shall be deemed waived. Upon such an appeal, the Superintendent or his/her official designee will arrange for a hearing with the grievant and/or the Union to take place within five (5) days and provide his/her decision together with the basis for his/her decision to the grievant within five (5) days after the hearing.
- Subd. 3. Step Three (3): If the grievance is not resolved by the Superintendent or his/her designee or if no disposition has been made within five (5) days of such meeting, the grievant must appeal in writing to the School Board within ten (10) days thereafter or said grievance shall be deemed waived. The School board, or in its discretion, a subcommittee consisting of the superintendent, or his/her official designee, and a minimum of two (2) Board members, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, will meet with the grievant and/or his/her representative and/or the exclusive bargaining representative. The School Board will render its decision in writing within five (5) days thereafter. A copy of such decision will be furnished to the exclusive bargaining representative.
- Subd. 4. Step Four (4): If the grievance is not resolved at Step 3 or if no decision has been rendered within five (5) days, the grievant must appeal to arbitration within ten (10) days thereafter or said grievance shall be deemed waived. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the grievant and/or the exclusive bargaining representative will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Bureau of Mediation Services by either party. The parties will be bound by the rules and procedures of the Bureau of Mediation Services. The arbitrator will have no power to alter, add or to subtract from the terms of this contract. The arbitrator selected will confer with the representatives of the Superintendent and the grievant and/or the exclusive bargaining representative and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator subject to the right of either party to appeal to the courts pursuant to M. S. Chapter 179A. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost

of any hearing room, will be borne equally by the School District and the grievant and/or the exclusive bargaining representative. All other costs will be borne by the party incurring them.

- Section 5. Exceptions to Time Limits: The time limits provided in this Article will be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District will use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- Section 6. No Reprisals: No reprisals of any kind will be taken by the School Board or the school administration against any teacher because of his/her participation in this grievance procedure.
- Section 7. Cooperation of the School Board, Administration and Union: The School Board, Administration and Union will cooperate in the investigation of any grievance, and further will furnish each party such available information as is requested for the processing of any grievance.
- Section 8. Released Time: In the event that formal grievance hearings or meetings require that a teacher or a Union representative be released from his/her regular assignment, he/she will be released without loss of pay or benefits.
- Section 9. Personnel Files: All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- Section 10. Grievance Forms: Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Union so as to facilitate operation of the grievance procedure. The cost of preparing such forms will be borne by the Union representing the grievant. The forms will be provided by the School District.
- Sect. 11. BMS Grievance Mediation: Both parties acknowledge the value of the BMS process for Grievance Mediation and recognize the potential for dispute resolution short of costly arbitration. Therefore, the parties agree that when, through mutual agreement, a dispute is submitted to Grievance Mediation with the BMS, timelines of this Grievance Procedure will be extended until seven (7) days after the session with a BMS mediator have been held. The parties further agree that submission to the BMS Grievance Mediation process will automatically place the disputed issue at Step 3 of the Grievance Procedure if the issue remains unresolved at the conclusion of the BMS mediation session(s).

ARTICLE X MEET AND CONFER

- Section 1. Meet and Confer: A representative of the School District and the Union's representative will meet if requested by either party no more than once a month for the purpose of discussing any problems needing airing and resolution, at a time mutually acceptable to both parties.

ARTICLE XI LEAVES OF ABSENCE

- Section 1. Exchange Teaching Leaves: A leave of absence of one (1) year may be granted by the School District to any teacher upon application and recommendation by the Superintendent, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries. This will be at the School District's discretion. The returning teacher shall participate in the "transfer day" in accordance with Article XIII.
- Section 2. Court Appearances:
- Subd. 1. Court appearances: A teacher called to give testimony before any judicial or administrative tribunal shall be granted leave of one (1) day for the performance of such obligation. Additional days may be requested from the Superintendent. Allowance for such days shall be at the Superintendent's discretion.
- Subd. 2. Jury Duty: A teacher called to serve jury duty shall be granted released time for the performance of such obligation. The difference between statutory jury duty pay (exclusive of mileage allowance) and the teacher's salary shall be borne by the School District.
- Section 3. Military Leave: Military leaves shall be granted pursuant to applicable laws.
- Section 4. Child Care Leave:

- Subd. 1. A childcare leave may be granted by the School District subject to the provisions of this section. Childcare leave may be granted because of the need to prepare and provide parental care for a child or children of a teacher for an extended period of time.
- Subd. 2. A teacher making an application for childcare leave shall inform the Superintendent in writing of his/her intention to take the leave at least 60 days before commencement of the intended leave unless the childcare leave is for adoption. For adoption, notice shall be 2 weeks.
- Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a childcare leave. (This may be altered in case of complications through a conference between the physician, teacher, and administration). A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.
- Subd. 4. The School District may adjust the proposed beginning or ending date of childcare leave so that the dates of the leave are coincident with some natural break in the school - i.e.: Winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.
- Subd. 5. 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.
 2. Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.
- Subd. 6. If the childcare leave extends to or through the end of the school year, said teacher shall participate in the "transfer day" in accordance with Article XIII.
- Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the teacher and School District may mutually agree to an extension in the leave.
- Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on childcare leave shall be counted as part of the completion of the probationary period.
- Subd. 9. A teacher who returns from childcare leave within the provisions of this section shall be placed at the same position of the salary schedule as he/she would have been had he/she taught in the District providing he/she has taught at least one-half (1/2) year.
- Subd. 10. The teacher shall maintain tenure, the right to pay full cost of insurance benefits at the group rate, accumulated sick leave and all other accrued benefits provided for in this contract.
- Subd. 11. Leave under this section shall be without pay or fringe benefits except as provided by the Family Medical Leave Act (FMLA) and all such leaves shall be considered leave under the provisions of FMLA.

Section 5. Sabbatical Leave: The School District may allow sabbatical leaves for one (1) teacher per year. Sabbatical leaves will be considered for tenured teachers who have served in the district for seven (7) years or more as a full-time teacher. Interested teachers must apply on or before March 31 of the year in which such leave is to begin. They must present a planned program that meets the approval of the School District. The Administration will consider applicants on their merits and seniority. Payment for sabbatical leave shall be \$15,000 for one (1) teacher paid by regular payroll during the sabbatical leave. The leave shall be without fringe benefits. The teacher shall have the right to participate in the district insurance programs by paying for the group premium rate for said insurance. A teacher shall return for at least one (1) year service to the School District from a sabbatical unless mutually agreed otherwise by the teacher and the School District. The returning teacher shall participate in the "transfer day" in accordance with Article XIII. Any teacher who has been granted a sabbatical leave shall retain all tenure and seniority rights in the district. Sabbaticals will only be given if the program of study applies to present or future

teaching assignments as determined by the School District.

Section 6. Personal Leave:

- Subd. 1. Each teacher will be granted two (2) days of personal leave during the school year. No reason need be given by the teacher for these days. A teacher may purchase two additional personal days per year from the district, in which the teacher will pay the full cost of the sub. Prior approval must be given to the teacher, and a personal check or cash must be received by the District Office before the leave is taken. Teachers shall notify in writing the building principal at least five (5) days prior to the leave day. The five day notice period shall be waived for emergencies. Notification of emergency situations shall be made to the building principal. No more than ten percent (10%) of the teachers at any building site may use personal leave on any given day; however, situations necessitated by emergencies will be determined by the building principal.
- Subd. 2. Teachers may choose to accumulate personal leave days to a maximum of four (4) days. A teacher who chooses not to accumulate leave days may sell back to the District his/her unused leave days at the highest daily sub rate of pay as established by the District.

Section 7. Sick Leave:

- Subd. 1. Description: At the beginning of each school year each full-time teacher will be credited with a fifteen (15) days sick leave allowance to be used for absences caused by personal illness, physical disability, or the need for dental, medical, or psychological examinations and/or treatment that cannot be done on weekends, after school, or during vacations.
- Any teacher working more than fourteen (14) hours per week or sixty seven (67) days per year but less than full-time, will earn sick leave on a pro-rated basis.
- Subd. 2. Use of Sick Leave: A teacher in the School District Shall be permitted to utilize the annual fifteen (15) day accrual in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, the teacher shall be liable to the School District for any sick leave pay advanced beyond his/her accrual.
- Subd. 3. Accumulation of Sick Leave: Accumulation of unused sick leave shall be limited to a maximum of 175 days per teacher, and teachers who have accumulated more than 175 days shall be credited with the number accumulated, but shall not add to the accumulation until his/her accumulated days drop below the 175 day limit.
- The School District shall furnish to each teacher a written statement setting forth the total of sick leave credit.
- Subd. 4. Exhaustion of Sick Leave: A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness and disability up to the end of the school year in which said sickness occurs. The leave may be renewed each year upon written request by the teacher who is absent due to injury or illness but said additional leave shall be at the School Board discretion.
- Subd. 5. Catastrophic Situations – Employee and Spouse Illness: In situations of catastrophic illness of a teacher or his/her spouse, during the teacher's last two (2) years of service, after a minimum of 18 years of service, and having 175 days of accumulated sick leave, the District will grant paid leave for a maximum of 45 days of said teacher's absence without deduction from accumulated sick leave.
- Subd. 6. Medical Certificate: If a teacher is absent for illness for more than three (3) days, the School District may require the teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.
- Subd. 7. Pay Request Forms: Sick leave pay shall be approved only upon submission of a signed request. The School District shall furnish to each teacher a written statement setting forth the total of sick leave

credit in August.

- Subd. 8. Extra-Curricular Activities: Teachers on extended leave of absence that have been assigned an extra-curricular activity will share a prorated amount of the stipend with their long-call substitute. This will be prorated based on the number of days the substitute held the position. Coaches and Advisors that resign employment in the middle of their assignment, or are replaced during that time period, will be paid the prorated amount of their stipend based on the number of days worked in the position.
- Subd. 9. Workers Compensation: The School District shall pay to any teacher who is absent due to injury or illness incurred during the course of the teacher's employment and who is eligible for benefits under the Minnesota Worker's Compensation Act the difference between the teacher's salary and benefits received under the Minnesota Worker's Compensation Act. Said payment will be deducted from accumulated sick leave and such payment will continue only until the teacher's accumulated sick leave is exhausted.

Section 8. Family Illness: The teacher shall be allowed up to five (5) days per year for illness in the immediate family. Such leave shall be deducted from the accumulated sick leave. Immediate family is defined as the teacher's spouse, child, stepchild, parents, grandparents, spouse's parents, grandparents, brother, sister, grandchild, step-grandchild, or son/daughter-in-law or other relative living in the same household as the teacher. The School District may require verification by a doctor.

Section 9. Bereavement Leave

- Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child, grandchild, brother, sister, parent, parent-in-law, or son/daughter-in-law), up to five (5) days leave per occurrence with full pay shall be allowed.
- Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in law, sister-in-law, grandparent, grandparent-in-law, uncle, aunt, niece, or nephew), up to three (3) days leave per occurrence with full pay shall be allowed.
- Subd. 3. Up to one day leave with full pay shall be granted for an employee to attend the funeral of a close friend or a relative, other than those relatives specified in Subd. 1 and Subd. 2 of this Section.
- Subd. 4. In all other cases, bereavement leave may be granted at the discretion of the Superintendent, however days granted under this subdivision will be costed against the employee's accumulated sick leave.
- Subd. 5. Days granted under this Section, except for days granted in Subd. 4 above shall not be deducted from accumulated sick leave. Additional days for travel or unforeseen circumstances may be granted at the discretion of the Superintendent.
- Subd. 6. Relationships classified as step or foster are immediate or close family relationships.

Section 10. Continuing Education Committee: The School District agrees to grant released time to teacher-members of the Committee on Continuing Education not to exceed six (6) half-days to conduct committee business.

Section 11. Business Convention: The School District agrees to grant one (1) day's released time to officially elected delegates of the Union upon written notification of such request by the President of the Union to attend its business convention. The cost of all substitutes shall be paid by the Union.

Section 12. Professional Visitations: Teachers shall be allowed to apply for one (1) day of released time to attend observation in other schools. This policy is directed toward local area visits only and is not intended to conflict with the policy relating to attendance at state, regional and national conferences and conventions. Such approval is at the discretion of the District Staff Development Committee. If approval is granted, substitutes, when necessary, shall be provided by the School District.

Section 13. Professional Development Leave: The School District agrees to provide upon verbal or written application by the teacher and approval of the District Staff Development Committee, the cost of the substitute teacher needed to relieve the teacher attending professional conferences, workshops, meetings, etc. This cost shall be paid out of the staff development budget allocated to each building.

- Section 14. Other Leaves: The recitation of the above leaves shall not be construed as limiting the School District's power and authority to grant other leaves of absence under such terms and conditions as the School District in its discretion may find necessary, with such leaves to be deducted from accumulated sick leave.

ARTICLE XII TEACHER ON SPECIAL ASSIGNMENT

- Section 1. Definition: Upon determination of need by the School District, teachers may apply or be nominated for Special Assignments. These assignments are professionally licensed non-teaching positions. Assignments may include (but are not limited to) mentorships, Program Chairpersons, program planning and resourcing, Deans of Students, technology resource personnel, and recruitment personnel. Teachers on a special assignment shall be employed in that position for a term no less than one semester and no more than two consecutive semesters, with review and option for renewal.
- Section 2. Criteria for Selection: Teachers applying for special assignments must be fully licensed teachers and have continuing contract status in School District 2142.
- Section 3. Selection and Appointment: The District shall post available special assignments as they occur, and teachers may apply for such positions. A faculty committee, consisting of each site's Union building representative or his/her designee, will screen applicants and recommend hires to be approved by the Superintendent. In a case where no teacher applies for a special assignment, the faculty committee may nominate persons for the positions.
- Section 4. Compensation: Due to the nature of special assignments, they may exist outside the parameters of a 7.5 hour contract day or 180 day contract year. Therefore, compensation for special assignments shall be equal to or greater than the assigned teacher's per hour contract rate as indexed on the current salary schedule.
- Section 5. Guarantee of Return Position: A teacher on special assignment shall retain the full protection of all provisions of the contract. A teacher returning from special assignment will be guaranteed return to his or her previous site and instructional assignment(s). Accrual of seniority will be unaffected by involvement in a special assignment.
- Section 6. Replacement Teacher: The teacher hired to temporarily replace a teacher on special assignment shall be recommended by the special assignment teacher and the building principal for approval by the Superintendent. Teachers on ULA have no right to recall under this Article; however, teachers on ULA may be considered as replacement teachers with no effect on their recall status.
- Section 7. Funding: Special assignments will be considered district-wide expenses. The cost for these programs will not be borne by any given site's fund appropriation.
- Section 8. Dean of Students. The School District may staff a school building with a Dean of Students that will be employed in that position for a period longer than two consecutive semesters. These positions will not be subject to the provisions of Article XII, Sections 1-7.
- Subd. 1. The District shall post available Dean of Student positions as they occur and teachers may apply for such positions. The administration shall screen all applicants and recommend hires to the school board.
- The administration will have the right to determine the qualifications for each individual position and will determine who shall or shall not be a candidate. The administration has the right to post the job to the general public after all internal postings have been completed.
- Subd. 2. Teachers hired for the Dean of Students position shall be paid the same salary they would receive as a teacher and will be subject to the provisions of Article XXVI. Additional compensation shall be provided under the following terms for an extended contract period and all salary compensation shall be based on the teacher's step, lane, and on a 180 day contract year.
1. Additional time outside of the 7.5 hour contract day will be paid, up to 12 days for 1.0 FTE Deans (pro-rated for part-time Deans) for duties pre-approved by administration such as:
- a. IEP meetings
- b. Meeting with parents

- c. Waiting with students who missed the bus or are waiting for parents to pick them up
- d. Meeting with Principal
- e. Other duties as pre-approved by Principal and/or Superintendent

2. Additional days outside of the 180-day contract will be paid for pre-approved workshops, trainings, and work days, as deemed necessary by the Director of Teaching and Learning and/or Principal or Superintendent.

3. Pay for additional time will be at the teacher's rate of pay per the salary matrix.

4. Should a Dean choose to not participate in any duties outside of the 7.5-hour contract day that are pre-approved by administration, they will waive their right to payment for that time.

5. Should a Dean choose to not attend any additional trainings or workshops outside of the 180-day contract year that are pre-approved by administration, they will waive any right to payment.

Subd. 3. The Dean of Students position shall not be considered an open position for the teacher transfer process. The teacher placed in that position shall not be subject to the "bumping" process during Transfer Day. A Dean who wishes to transfer back to a teaching position must do so by participating in the transfer process as defined in Article XIII, Section 3 of this contract. Deans of Students shall retain the full protection of all provisions of the contract with the exception of those provisions specified in this section of Article XII.

Subd. 4. Deans of Students shall retain their seniority rights as a teacher and accrual of seniority will be unaffected by taking this position. Movement on the salary schedule (steps and lanes) shall be uninterrupted while serving as a Dean of Students.

ARTICLE XIII TRANSFER PROCEDURE

Section 1. Sequence of Events:

- A. Staffing and program needs will be developed for the next school year by the Administration.
- B. Voluntary transfer requests are due the first business day in February, with preliminary schedules, impact lists, and school calendars due no later than five business days thereafter. Additional voluntary transfer requests are due one week after Transfer Day.
- C. The Administration and Union shall meet and review schedules and impact lists at least 10 days prior to Transfer Day. Voluntary transfers prior to Transfer Day will take place according to Article XIII Section 4, Subd. 2. Final schedules and the impact list will be available to all staff. Transfer Day will be held during the first full week in March.
- D. Realignment of teachers is accomplished through a "Transfer Day(s)" in accordance with Section 3 of this Article.
- E. Teachers not finding a position equal in time to their current position will be proposed to be placed on unrequested leave of absence (ULA).
- F. The ULA process is completed by May 15th.
- G. Deadline for teacher exchange requests is May 15th.
- H. Voluntary transfers accomplished.
- I. Voluntary teacher exchanges accomplished or denied by the Superintendent.
- J. Teachers recalled from ULA as openings occur.

Section 2. Transfers to a different class, building, or position may occur in any of the following four (4) ways:

- A. Involuntary Transfer
- B. Voluntary Transfer
- C. Teacher Exchange
- D. Unrequested Transfer

Section 3. Involuntary Transfers:

- Subd. 1. Statement of Purpose: The parties agree that the Involuntary Transfer Policy and process listed herein shall control the method and order which determines who is proposed for placement on unrequested leave of absence (ULA).
- Subd. 2. Transfers from a specific building, necessitated by staff reduction, by program changes, by school closings, by school consolidation, by being displaced (bumped) by a more senior teacher, by returning from a long term leave, by being on ULA status, or transfers necessitated by emergency situations shall be made in accordance with Article XXI, Section 5 and such transfer shall become involuntary with the least senior staff member. The District shall notify the affected teacher(s) of their changed status for the next year and their rights in the transfer process. Teachers on leave of absence or ULA will have the notice sent by registered and 1st class mail. Teachers on leave of absence or ULA will be responsible for obtaining all necessary transfer information from the School District while on leave or ULA.
- Subd. 3. Involuntary Transfers shall be accomplished by order of seniority and licensure at a scheduled "Transfer Day." The order shall begin with the most senior teacher qualifying for involuntary transfer, who may assume the position(s) of any less senior teacher(s) or any open position if a proper Standard Entrance or Continuing License has been presented to the district on or before the "Transfer Day."
- Subd. 4. Any less senior teacher that is displaced by a more senior teacher shall have his/her name and license(s) added to the involuntary transfer list in the proper place according to seniority. Said less senior teacher shall, in turn, have the right to assume the position(s) of any other less senior teacher(s) or any open position if they present a proper Standard Entrance or Continuing License to the District on or before the "Transfer Day." Said process will continue until no positions are available to displaced teachers within their licensure.
- Subd. 5. Realignment caused by involuntary transfers shall be accomplished under the following guidelines at a scheduled "Transfer Day" established by the District:
 - 1. All teachers qualifying for involuntary transfer and all teachers that could potentially be affected by involuntary transfer will be invited to a "Transfer Day(s)." Teachers on Leave of Absence will be considered potentially affected and will be included in the transfer process. If the changes in assignment are within a teacher's site or sites and the FTE does not change, then the teacher is not eligible for the impact list.
 - 2. Building assignments will use the current year's assignments to help determine whether a teacher qualifies for an involuntary transfer.
 - 3. Seniority and licensure are the controlling factors for all transfers. Seniority lists adopted in December of each year shall be used along with all valid teaching licenses or valid verification from the Department of Education presented to the District up to and including the "Transfer Day."
 - 4. Transfers will begin with the most senior teacher on the seniority list who has contractual rights to transfer. The most senior teacher will select from a position(s) that are open or the position(s) of any less senior teacher(s) for which he/she holds a license. The process will continue by going to the next most senior teacher on the seniority list who has contractual rights to transfer and allowing him/her to make his/her selection. The process will end when there are no more positions available. Those teachers who have not selected a position for which they are licensed or have no position to choose will be the teachers proposed to be placed on unrequested leave of absence (ULA).
 - 5. In the area of elementary licensure, class assignments for specific grade levels are managerial rights and are the responsibility of the building principal. No transfer will be allowed if it is

shown to negatively impact students.

- 6 In the area of secondary licensure, scheduling of specific course offerings, programs and individual classes are managerial rights and are the responsibility of the District. Course offerings are determined by student needs and desires and are placed in specific time periods to accommodate maximum participation by students. Before a change in a schedule is allowed, it must be clearly demonstrated that the change will not negatively impact students (restrict a student from participating in a class he/she signed up for). Any changes in schedules will be the responsibility of the Superintendent.
- 7 Teachers who wish to challenge a decision must do so through a process other than at the "Transfer Day."
- 8 No teacher will have the right to increase his/her FTE beyond his/her level of hire entitlement.
9. Once all selections, discussion and transfers have been made on Transfer Day and it has been determined by the Superintendent that the Involuntary Transfer Process has been completed, no other involuntary transfers will be allowed unless mutually agreed upon between the Superintendent, teacher and the Union.

Subd. 6. Transfer Day Procedure:

- 1 The Superintendent will call the most senior person who qualifies for transfer.
- 2 The teacher called must pick the position(s) of the less senior teacher(s) he/she wishes to displace.
3. If the teacher wishes to alter a schedule in any way, the principal and the Superintendent must approve the change and the transfer. The principal and the teacher will initial the master schedule once agreement is reached.
- 4 Any less senior teacher displaced by a more senior teacher will be placed on the list of teachers who qualify for transfer and will have an opportunity to transfer. Seniority will determine the order of transfer.
- 5 Transfers and displacements will be announced to all the staff present as they occur.
6. Teachers who do not find a position or find only a partial position will be informed that they will be proposed to be placed on ULA.

Section 4. Voluntary Transfers/Voluntary Teacher Exchanges:

- Subd. 1. Notification of Vacancies: Whenever a vacancy arises, the Superintendent shall, within ten (10) days, give written notification to the President of the exclusive bargaining representative. During the instructional school year, the Superintendent will also email all openings to each school site for posting on the official bulletin board. Openings that occur after the first day of school shall be considered temporary and open at the end of the school year. Said temporary openings may be filled from outside the district on a temporary basis providing properly licensed individuals on unrequested leave of absence have been recalled to the opening and have refused said opening.
- Subd. 2. Request for Voluntary Transfer. Voluntary transfers will be considered at two (2) different times during the school year. Transfer requests to be considered prior to Transfer Day must be submitted prior to February 1st of each year. These transfers will be acted upon prior to Transfer Day and will be valid for the second round of transfers.

The second voluntary transfer requests will be acted upon after the ULA process has been completed. In order to be considered for voluntary transfer, after Transfer Day, a teacher must submit a request for transfer whether prior knowledge of a vacancy exists or not. Such requests shall be submitted no later than one (1) week after Transfer Day.

Requests by a teacher for a transfer to a different position shall be in writing on forms furnished by the District and sent to the Superintendent and to the President of the exclusive bargaining unit. Such

requests must be renewed once each year to assure active consideration by the School District. A teacher shall have no right to any transfer without proper licensure and shall specify the school and position(s) desired.

Subd. 3. Voluntary Transfer Time Lines and Sequences: The following sequence will be followed:

- 1 Requests for transfers prior to Transfer Day are submitted and acted upon.
- 2 ULA process completed
- 3 Voluntary transfers completed
- 4 Teacher exchanges completed
- 5 ULA recalls to open positions

Subd. 4. The District agrees that a staff member applying for transfer to a teaching opening shall be assigned to that position of his/her licensure. If more than one teacher applies, assuming proper licensure as called for in the teaching opening, the filling of the vacancy shall be done in the following order:

1. Tenured teachers by seniority having made application as outlined above.
2. Individual teachers recalled from ULA.
3. Non-tenured teachers by seniority having made application as outlined above.
4. Applicants new to the district.

For an opening that occurs after the 1st day of school: If the senior teacher who has requested voluntary transfer accepts the open position, the teacher may:

- 1 Immediately fill the opening if acceptable to administration.
- 2 Fill the opening at a natural school break if acceptable to administration, or
3. Request to fill the opening at the beginning of the next school year if position is still in existence.

Subd. 5. The Superintendent may deny the selection of the most senior applicant in not more three (3) of the open positions between July 1 of one year and June 30 of the following year. When the Administration exercises an option under this provision, the teacher and the President of the exclusive bargaining representative shall be so notified.

Subd. 6. Voluntary Exchanges:

1. Criteria for teacher exchanges: When two or more teachers voluntarily agree to switch assignments between buildings, with the following assumptions:
 - a. Licensure must accommodate the assignments involved.
 - b. The switch does not involve a promotion for either party.
 - c. The positions involved shall not be considered an opening.
- 2 All letters of application for a teacher exchange must be on file no later than May 15th before the affected school year. The District shall notify the President of the exclusive bargaining representative of all proposed teacher exchanges.
- 3 Procedure: When two or more teachers voluntarily agree to an exchange, the parties shall jointly notify the district in writing of their intentions by May 15th before the affected school year.
4. The Superintendent must approve all teacher exchanges.

Section 5.

Unrequested Transfers:

Unrequested transfers due to administrative requests may occur after the completion of the following procedure:

- 1 Teacher recommended for unrequested transfer must have been appraised in writing of the reasons for the proposed transfer.
- 2 If the reasons for transfer entail alleged educational deficiencies, repeated in nature, an opportunity for correction of such alleged deficiencies shall have been made available. Due process must be accorded under current administrative procedure. A minimum of 90 days must be given before a re-evaluation of alleged deficiencies is made by the administration.
- 3 All communication relevant to the proposed transfer shall be in writing.
- 4 An unrequested transfer shall be subject to the grievance procedure.
- 5 The District may apply an unrequested transfer to no more than one teacher per year.

Section 6.

Job Description: The School District retains the right to establish the job description for each position in this District consistent with statutes and this Agreement.

ARTICLE XIV 403b ANNUITY MATCHING CONTRIBUTION PLAN

Section 1.

Eligibility: Effective July 1, 2000, all continuing contract teachers (*including Title I teachers effective September 1, 2013*) pursuant to M.S. § 122A.40 in District No. 2142 shall be eligible for a School District contribution to a 403b matching contribution plan in accordance with M.S. § 356.24, as amended, provided that:

- Subd. 1. The teacher has authorized at least a matching contribution to an approved 403b annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.
- Subd. 2. A teacher shall notify the School District in writing no later than August 1 of his/her intention to initiate participation in this 403b annuity matching plan and the amount of his/her contribution. Such participation shall continue year to year at the specified amount unless the teacher notifies the School District to the contrary. Modifications to an individual's existing contribution must be submitted in writing to the School District by February 1 for a March 15 implementation or by August 1 for a September 15 implementation.
- Subd. 3. Part-time continuing contract status teachers who work at least half-time shall be entitled to a pro-rata contribution by the School District.

Section 2.

School District Match Contribution: The School District will make a matching contribution for a teacher with full-time continuing contract status towards an approved matching annuity plan subject to the requirements of M.S. § 356.24 in an amount not to exceed the following:

<u>Continuous Years of Contracted Service in the School District</u>	<u>Maximum District Matching Contribution</u>
Continuing Contract Status – 9 th year	\$500.00
10 th – 14 th year	\$1,000.00
15 th – 19 th year	\$1,500.00
20 th – 24 th year	\$2,500.00
25 th year - 29 th year	\$3,500.00
30 th year +	\$6,000.00
Lifetime Maximum District Contribution:	\$55,000.00

Section 3.

Expiration: In the event this plan is determined to be non-qualified in accordance with any laws or Internal Revenue

Service rules applicable to 403b plans, the parties shall meet and negotiate to correct this plan or find alternative plans.

ARTICLE XV PRE-RETIREMENT DISTRICT PLANNING INCENTIVE

- Section 1. Any teacher with a hire date prior to July 1, 2017 who notifies the school district in writing of his/her intention to retire may choose to receive the equivalent of two (2) full years of district-paid single health coverage, based on the premium of the district's lowest-cost single health coverage plan at retirement. Alternatively, the employee may choose to elect the total two (2)-year premium value of the district's lowest cost single health coverage plan to be placed into their Health Care Savings Plan with MSRS as a one-time deposit. In addition, with either choice, the district will deposit into the individual's account an amount equal to two (2) years of the district's VEBA contribution, if the lowest-cost single health coverage plan at retirement includes a VEBA contribution. The employee is eligible for these incentive benefits as long as he/she is drawing retirement from TRA and does not qualify for Medicare. The non-election of the retirement incentive by an eligible employee will be considered a waiver of this benefit. Any modification of this notice must be mutually agreed to by the individual and the district.
- Section 2. If the retiree dies before the federal age requirement for Medicare, an eligible spouse may elect to continue coverage as outlined under this section until the date the District's contribution on behalf of the deceased retiree would have been fulfilled.
- Section 3. Should the retiree, through re-employment, become eligible for health insurance benefits comparable to the District's plan, the District's contribution shall cease. The retiree qualifying under this section shall notify the District of any re-employment during the period covered in Section 1 above.
- Section 4. A retiree may choose to defer payment in health insurance coverage to a later date as long as the deferred payment is of the same face value of insurance calculated at the day of his/her retirement.
- Subd. 1. If the retiree chooses not to participate after his/her retirement, a contribution for health care shall be deposited into an individual health care savings plan for two years.
- Subd. 2. If the retiree chooses to participate at any time in the District health insurance plan, the teacher is responsible for all premiums.

ARTICLE XVI INSURANCES

- Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District and/or exclusive representative as provided by law.
- Section 2. Subd. 1: Employer contributions for health insurance: the employer shall make available a Health Plan to all qualified bargaining unit members and eligible employees who elect to participate in said plan.
- Employer shall contribute an amount of 87.5% of the monthly premium cost for single group health coverage, and 87.5% of the monthly premium cost for family group health coverage for the Advantage plan; 90% of the monthly premium cost for single group health coverage, and 90% of the monthly premium cost for family group health coverage for the Value plan; 92.5% of the monthly premium cost for single group health coverage, and 92.5% of the monthly premium cost for family group health coverage for the HSA compatible plan (high deductible).
- For a health flexible spending account (an 'FSA'), the Employer will specify in the Adoption Agreement for the Health Insurance Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the Plan second.
- Should the plans identified above cease to be the current health plans, the District's contribution to all participating employees/qualified bargaining unit members shall be no less than 89% of the premium cost.
- Subd. 2. Benefits provided through the HSA Compatible Plan (high deductible). Employer shall provide the following welfare benefit arrangement through the HSA Compatible Plan (high deductible) for active employees: A Voluntary Employee Beneficiary Association Account (VEBA).

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

Subd. 4. Employer Contributions to the VEBA Account for Active Employees

Employer will make an annual contribution to individual VEBA accounts for qualifying bargaining unit members and eligible employees in accordance with the following schedule:

\$1000 for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and \$1000 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made on January 1. If a participant in the HSA Compatible Plan (high deductible) is entitled to receive an annual contribution that is prorated or if a qualified bargaining unit member enters the HSA Compatible Plan (high deductible) as a participant on a date after the first day of the Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the actual FTE or the late entry.

A VEBA contribution on behalf of an HSA Compatible Plan (high deductible) participant shall cease on the date the participant is no longer covered under the high deductible health plan in subdivision 2.

- Section 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
- Section 4. Duration of Insurance Contributions: A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all School District contributions shall cease.
- Section 5. Eligibility: Benefits will be provided for any employee working more than fourteen (14) hours per week or sixty-seven (67) days per year but less than full-time on a pro-rata basis. The cost is pro-rated between the School District and the teacher - i.e. one-half (1/2) time teacher would pay one-half (1/2) the cost of benefits.
- Section 6. Life Insurance: The School District agrees to provide group life insurance protection in the amount of \$50,000 payable to the teacher's designated beneficiary, under the same conditions and terms as are presently in effect under group life insurance program, including the same rights for retired teachers as are presently in existence.
- Section 7. Dental Insurance: The School District shall provide single dental insurance benefits at no cost to the teacher. Such coverage shall be the 100% plan. This includes retirees at their expense. The school District shall apply the District's single dental insurance benefit contribution towards a family plan premium, at the request of the teacher, with the teacher paying for the remainder of the family premium.
- Section 8. Premium Payments: The School District shall make payment of insurance premiums for each teacher currently employed by the School District to provide insurance coverage for the full twelve (12) month period commencing on September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively and prospectively to assure uninterrupted participation and coverage. Teachers who resign before the school year ends will receive pro-rata insurance benefits.
- Section 9. Teacher New to the School District: A new teacher, upon entry to the District, will be provided all eligible benefits material. Teachers have the right to elect or waive benefits offered to them upon hire, and during open enrollment periods, following current regulations and carrier benefit contracts.
- Section 10. Flexible Benefit Plan: The School District shall offer a Flexible Benefit Plan - Bid specifications by School District will state that cost of administration of plan must be taken from School District savings created by the plan.

- Section 11. Insurance Committee: The Union will participate in an insurance committee consisting of members from all bargaining units and school board to study insurance plans and/or implementation of self insurance by School District.
- Section 12. Disability Insurance: The School District with input from the Union shall prepare bid specifications and accept a group contract for Disability Insurance that will provide coverage for all teachers that work the minimum hour required by the plan. The premium for the coverage will be paid by withholding of the monthly premium from the teacher's paychecks.
- Section 13. Employee Assistance Program: The School District shall prepare bid specifications and accept a group contract for an Employee Assistance Program that will provide coverage for all teachers. The premium for the coverage will be paid by the School District.
- Section 14. Retiree Participation in Group Health and Hospitalization Plans: A retiree electing to participate in the District's health and hospitalization group plan at his/her own expense shall make premium payment to the District business office no less than five working days prior to District premium payment.

ARTICLE XVII TEACHER FACILITIES, MATERIALS AND ACCESS

- Section 1. Facilities and Materials: The School District agrees that each school within the system will have space for each teacher within the instructional area in which he/she teaches to store his/her instructional materials and supplies. The School District also agrees to provide an appropriately furnished room, which shall be reserved for the exclusive use of teachers as a faculty lounge, where space is available. The School District will also provide a serviceable desk, chair, and file cabinet for the use of each teacher, providing no other file storage space is available in the room. A teacher rest room, separate from the student rest room, will be provided at all schools, if feasible. The School District agrees to provide copies of the basic curriculum text for the exclusive use of the teacher.

ARTICLE XVIII INTERACTIVE TELEVISION LANGUAGE

- Section 1. Qualifications and Training
To qualify for an ITV assignment the teacher must have a license in the field.
- Section 2. Assignment
Senior qualified teachers shall be given the right to refuse an ITV assignment. The refusal of an ITV course by a senior qualified teacher will result in a junior qualified teacher receiving the assignment. If there is no junior teacher, the senior qualified teacher must take this assignment.
- Section 3. Organizational Responsibility
The ITV teacher is expected to maintain usual classroom order as in a regular class situation, but shall not be held liable for behavior of students at remote sites. A teaching assistant will be required in all remote sites. Remote site administration will deal with behavior problems at a remote site.
- Section 4. Compensation

ITV year-long course --- No PA required; except upon a teacher's request

2 or more different year-long ITV courses --- No PA and .06 of base salary (BA-G)

The District will provide compensation for up to 35 hours of non-contract time for curriculum writing to prepare for a first time ITV or concurrent enrollment course.
- Section 5. Class Size
No ITV course shall be offered which would include students from more than three (3) sites, (one, the home site, and two others) unless by mutual consent of the parties of the contract. It is recommended that an ITV class not exceed 30 students per course. Nothing in this section nullifies Article V of this agreement. Student behavior contracts shall be required of all students in the receiving sites, with receiving site administrator responsible for implementation.
- Section 6. Videotaping
Videotapes made of the ITV instruction may be used only for purposes of make-up work for students who were absent from the original class. No other rebroadcast or use of such videotapes shall be permitted without the written consent of the teacher. These videotapes can be used within the District only.

ARTICLE XIX CONCURRENT ENROLLMENT

Section 1. Qualifications

To be fully qualified, a high school CEP teacher must meet all requirements set by the college in which he/she is working.

Section 2. Assignment

Assignment for concurrent enrollment courses will be consistent with ITV language (Article XVIII). The refusal of a concurrent enrollment course by a senior qualified teacher shall be permitted if a junior qualified teacher is available within the building to receive the assignment.

Section 3. Responsibility

The teacher who is assigned a concurrent enrollment course shall comply with the postsecondary enrollment agreement between the school district and the college.

Section 4. Compensation

C.E. year-long course	No PA required; except upon a teacher's request
2 or more different year-long C.E. courses	No PA and .06 of base salary (BA-G)

The District will provide compensation for up to 35 hours of non-contract time for curriculum writing to prepare for a first time concurrent enrollment or ITV course.

ARTICLE XX WORK LOAD

Section 1. Work Load: For purposes of this Article, a classroom teacher shall be defined as one who spends more than fifty (50) percent of his/her time in the classroom.

Subd. 1. Secondary Work Load: The normal teaching load in a six period day in the secondary schools will be twenty-five (25) pupil contact periods and five (5) unassigned preparation periods per week or not to exceed five (5) hours/periods of pupil contact per day. In a seven (7) period day, the normal teaching load in the secondary schools will be twenty-five (25) pupil contact periods, five (5) unassigned preparation periods, and five (5) "principal assignments" per week.

Flex schedule: If a teacher has five periods a day on the flex schedule they will have 300 minutes per day or 1200 per week. If a teacher has four periods a day on the flex schedule (240 per day) and teaches Wednesday (240 minutes) they will have 1200 minutes per week. The 50 minute difference [from the traditional seven period day] would be the advisor period on Wednesday which is 50 minutes. All teachers would need to be involved in this. Teachers with 5 periods per day would have their prep hour on the off hour. They would do their principal assignment on Wednesday. Teachers with 4 periods per day and instructing on Wednesday would have their prep hour on one of their off hours and principal's assignment on the other off hour.

Assignment to supervise a study period, in a six (6) period day, shall be considered a teaching period for the purposes of this Article and the teacher shall receive full pro-rata pay for said study hall.

Assignment to supervise a study period, in a seven (7) period day, shall be considered a paid "principal assignment" and said teacher so assigned shall be paid \$1250 for supervision duties performed for a full year. The \$1250 will be pro-rated for less than a full year of supervising a study hall.

Subd. 2. Principal Assignments:

1. Each building principal shall provide descriptions of and expectations for principal assignments to his/her respective faculties. Principal assignments with descriptions shall include but not be limited to:

- supervision duties (not to include teaching)
- supervision of study halls (with compensation)
- travel between buildings
- calling parents
- Special Education Teachers P. A. will be their own paperwork

2. Principal assignments will be filled by seniority; i.e.: offered to most senior first; or then assigned to least senior first. The filling of principal assignments by seniority cannot interfere with District's need to fill all principal assignments.

Subd. 3. Lunch Period: All teachers shall be entitled to a twenty-five (25) to thirty (30) minute duty-free uninterrupted lunch period.

Subd. 4. Elementary Work Load: Full-time elementary teachers will be provided continuous minutes equivalent to the high school's scheduled prep with a pro-rata amount for those less than full-time. Preparation time will be given in 1 or 2 blocks of time per day with no block less than half of the amount of scheduled prep. The School Board will determine how the preparation time will be provided; however, it may be provided through the use of certified personnel, teacher aides, and other personnel. The Principal and teachers at each building level will be allowed to mutually agree upon a daily schedule using the personnel provided by the School Board. If an agreement cannot be reached between the principal and staff by the second day of school, the Superintendent shall make the appropriate assignments.

Subd. 5. Equal Preparation Time: Teachers of art, music, the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all other special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the School District.

Section 2. Teacher Aides: The School District and the Union recognize that teacher aides are useful and necessary. However, depending on the community resources available and school finances provided the School District will try to maintain the teacher aides in the School District. The primary purpose of teacher aides is to reduce the burden of elementary teachers, to ensure preparation time and to ensure duty-free lunch periods.

The teacher aides will be under the supervision of that teacher assigned in such manner that there will be no confusion between the role of the professional and the role of the teacher aide. Teacher aides shall not be assigned any instructional responsibility normally fulfilled by a certified teacher.

Section 3. Split Grades/Multi-Age Level Grouping: An elementary teacher is assigned to teach a group of students that are in two (2) grade levels for a majority of the subjects, excluding specialists. Teachers having split elementary classes or multi-age level grouping shall be reimbursed a \$2,000 stipend if not otherwise on MOU list of grandfathered teachers. The district will provide compensation for up to 35 hours of non-contract time for curriculum writing to prepare for a split- grade or a multi-age group.

ARTICLE XXI UNREQUESTED LEAVES OF ABSENCE (LAY-OFFS AND RECALL)

Section 1. Purpose: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts. It is the intent of the parties involved that the transfer language shall prevail in determining the ULA process.

Section 2. Definitions:

A Teacher: The term "teacher" when used hereinafter in this section of the contract shall mean all persons in the appropriate unit as defined in Article III.

B. Working Day: Reference to days regarding time periods in this section shall refer to calendar days excluding weekends and holidays.

Section 3. Consultation: In the event that unrequested leaves of absence are contemplated, the School District shall consult with the Union in an effort to minimize the impact of such leaves on the teaching staff and the education program of the School District.

Section 4. Prior Notification and Dispute Procedures:

A Teachers to be placed on unrequested leaves of absence shall be notified of layoff as required by law.

- B The School District may place on unrequested leave of absence for a period not exceeding three (3) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School District.
- C A teacher who believes he or she has been unjustly laid off may file a claim through the grievance procedure.
- D In the event of arbitration, the arbitrator shall have jurisdiction and power to award reinstatement and back pay less any unemployment compensation the teacher may have received during the layoff period.

Section 5. Determination of Seniority:

- A Seniority in the School District shall be set by using a seniority number based upon date of hire. The date of hire shall be construed to mean the first date of actual work.
- B Regular Education, Title I and ECFE teachers will remain on separate seniority lists determined by dates of hire within each category of employment.
- C The School District shall prepare from its records, in conjunction with the Union, a seniority list which shall contain the name, seniority status, file folder number and license(s) of each teacher.
- D The School District shall up-date the seniority list on or before December 15 of each year.
- E The seniority list shall be posted on the official bulletin board in a prominent place in each school building and a copy shall be provided to the Union in the month of February of each school year.
- F Teachers with identical seniority dates (meaning the same first day of work), shall have the determination of seniority made on the basis of file folder number with the greatest seniority given to the person with the lowest file folder number.
- G Seniority credit of one year shall be given to each teacher on the list.
- H In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M. S. 122A.40, but whose employment was subsequently reinstated by action of the School District and the teacher without interruption of regular service, shall retain his/her original seniority date.
- I Any person whose name appears on the seniority list and who may disagree with the findings of the School District and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.
- J Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District and Union deem warranted. A committee of 6 members (3 chosen by the Union and 3 chosen by the School District) will review documentation and make appropriate changes. A final seniority list shall thereupon be prepared by the School District and Union, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District and Union shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6. Status while on Leave:

- A. Teachers placed on unrequested leave of absence shall remain eligible for insurance benefits at personal expense, as determined under COBRA regulations.
- B. Under COBRA continuation, arrangements for payment of premiums in advance for those teachers electing to continue insurance benefits while on leave shall be made on the basis of quarterly, semi-annual, or annual payments at the teacher's option. Teachers must make the premium payment to the District business office no less than five working days prior to District premium payment.

Section 7. Recall Procedure:

- 1. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they are certified as such positions become available. The order of reinstatement shall be based on seniority provided:
 - A. No teacher shall be required to accept recall to a less than his/her ULA FTE.
 - B. A teacher holding a Standard Entrance or Continuing License shall be recalled before a teacher holding any other licensure.

2. Pending completion of the recall procedure, positions can be filled on a temporary basis.
3. The School District shall maintain a recall list. This list shall be updated every October 15 and a copy shall be forwarded to the Union.
4. Notification of recall shall be by registered or certified mail with return receipt requested.
5. Teachers on unrequested leave shall, by March 1 of each year, file his/her name and address and a statement of availability with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. 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 it shall be the responsibility of any teacher on unrequested leave 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 herein.
6. If a position becomes available for a licensed teacher on unrequested leave, 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 re-employment. Failure to reply in writing within such ten (10) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.
7. If a teacher waives his/her right to re-employment in the position offered, the position shall be offered to the teacher with the next greatest seniority provided that the teacher is licensed for the position.
8. Any teacher who refuses one (1) recall offer shall be considered to have voluntarily removed his or her name from the seniority list, provided, however, that a person may refuse recall to less than their full FTE recall rights. Such refusal shall not count as a refusal to recall for purposes of this subdivision.
9. Reinstatement rights shall automatically cease three (3) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each licensed teacher.
10. The School District reserves the right to require proof of physical and mental fitness.

Section 8. Termination of Rights: A teacher's recall rights shall terminate should any of the following events occur:

- A. Voluntary removal by a teacher of his or her name from the seniority list, provided, however, that no full-time teacher shall lose recall rights if he or she refuses recall to less than a recall to the extent of FTE ULA.
- B. Resignation of teaching position.
- C. Retirement.
- D. Discharge or termination of teacher.
- E. Failure to accept the offer of re-employment as specified in Section 7, H.
- F. The expiration of three (3) years from the commencement date of an unrequested leave of absence without having been recalled.
- G. The expiration or revocation of a valid teaching certificate.
- H. Failure to file notice of availability by March 1.

ARTICLE XXII HOURS OF SERVICE

Section 1. School Day: The basic teacher's day inclusive of lunch (not to exceed thirty (30) minutes) shall be seven-and-one half (7 ½) hours.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District. In no

event shall the work day exceed seven-and-one-half (7 ½) hours inclusive of lunch.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties shall include two assignments of supervisory activities at extra or co-curricular events. Elementary teachers may attend one Pride Night in place of one game duty event per year. Supervisory activities beyond the required two will be compensated at \$50.00 per assignment. Additional activities will be assigned by the Administration. The non-teaching services shall be prescribed in writing by the principal at the pre-school in-service workshop. Additional activities - by seniority offered most senior, assign least senior.

Section 4. School Closing: Each site's faculty and administration will develop plans for approval in case of necessary school closings. These plans might be several in number within each school and between schools. Each school shall submit plans by October 15 for the superintendent's approval.

In the event of a teacher duty day lost for any reason, the teachers shall conduct approved activities on that day or other such day, as required by the approved activity.

ARTICLE XXIII LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M. S. 122A.40, the School District shall, prior to March 1 of each school year, establish the number of school days and teacher duty days for the next school year and the teachers shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The school year shall consist of 180 duty days, including a minimum of 1 parent-teacher conference day equivalency, 2 teacher workdays and 2 teacher workshop days.

Section 2. Calendar Changes: In the event that the School District seeks to change the school calendar for any reason, the School District and the Union representatives shall meet within ten (10) days of the expressed need for such change and shall enter into negotiations over the necessity of the changing calendar. If the School District and the Union determine through negotiations that the calendar should be changed, the teachers shall teach on such days as have been agreed upon between the School District and the Union.

If the school calendar is changed, the teachers shall be notified of such changes within twenty-four (24) hours of the time the School District and the Union representatives sign the agreement. (A phone call to each school shall be deemed sufficient.) The number of days shall not exceed the total contracted number of workdays agreed to by the teachers.

ARTICLE XXIV NON-BASIC PAYMENTS AND COMPENSATION

Section 1. Additional Classes or Duties:

Subd. 1. Payment Procedure: Teachers shall file a voucher immediately following the completed work, no later than June 30th of the fiscal year for which the work was completed. To ensure proper fiscal year end processing, approved vouchers must be signed by the principal and received at the District Office no later than June 30th. Vouchers received after June 30th for work performed for the fiscal year ending that June 30th will not be reimbursed (with the exception of marching band). The District and the Union will send a reminder message to staff regarding the fiscal year deadline for vouchers being turned in prior to June 30th.

Subd. 2. Additional Classes: Teachers shall be compensated at the rate of \$23.00 per hour for all classes outside of the regular school hours for programs approved previously by the School District. This includes adult instruction as well as students after their regular school day. A teacher required to teach a sixth regular class within the regular school day shall be compensated at the rate of an additional one-sixth (1/6) of his or her annual basic scheduled salary. In a six (6) period day a teacher who is assigned a sixth hour of study hall supervision shall be compensated at the rate of an additional one-sixth (1/6) of his or her annual basic rate for such assignment. In a seven (7) period day, a teacher who is assigned a period of study hall supervision for one school year shall not be assigned an additional "principal assignment" and shall be compensated at a rate of \$1250 per year. For assignments to study hall supervision of less than one year, said \$1250 will be pro-rated based on the days supervising. All

vouchers must be itemized and approved and signed by the principal.

In the event of summer programming only, teachers will be compensated at the rate of \$33.00 per hour for summer programming classes they are voluntarily willing to instruct for ISD 2142 students. Five (5) minutes of prep time for each 25 minutes of instruction will also be paid at the rate of \$33.00 per hour for summer programming.

- Subd. 3. Any Tower Elementary School teacher who is assigned to teach two classes of students (i.e. students who are normally taught in two different classrooms) during a single class period, not to exceed 5 hours per work, will receive additional compensation in the amount of \$1,750 per year. The affected teachers shall record their double-class periods on vouchers indicating the date and class period taught, and submit them to the Principal for approval.
- Subd. 4. Regular Teachers Substituting: Regular teachers who are called upon to teach other classes or to take the place of another teacher during the school day will be compensated at the rate of \$30.00 per hour for such service during the school year. The claim shall be submitted on a voucher and approved and signed by the principal showing the date, hours, subject taught, name of the teacher replaced and reason for replacement.
- Subd. 5. Educational Testing: Teachers who are assigned to administer or analyze educational tests outside of assigned class time will be paid \$23.00 per hour.
- Subd. 6. Home Bound Teacher: Home bound teachers will be paid at the rate of \$23.00 per hour and mileage at the rate listed in this Article, Section 1, Subd. 6.
- Subd. 7. Mileage: Teachers who are assigned more than one school per day will be reimbursed for travel at the IRS rate per mile at the time their voucher is submitted in the following manner:
- a Mileage from the first location the teacher begins work each day to all other locations assigned that day. Unless assigned by the administration, the teacher's workday will end at the last assigned school.
 - b Additional mileage will be paid to the teacher if the distance from the teacher's home to the last assigned location is greater than the distance from the teacher's home to the first assigned location. The teacher shall be reimbursed for the difference at the same rate paid for regular travel.
 - c Teachers who have the option, through the transfer process, to choose to travel to more than two school sites will be allowed mileage reimbursement only if said individual cannot find an equivalent (equal time) job between two sites. If this teacher can find an equivalent job between two other sites, and still elects to travel to more than two sites, the district will only pay mileage between the first and second site with additional mileage being paid as per Subd 6 (b)
 - d. Teachers who may be required by the Superintendent to use their personal cars for other business of the School District in the performance of their duties will be reimbursed for travel at the IRS rate.
- Subd. 8. Adult Education Teachers: Adult education teachers under the program will be compensated at the rate of \$23.00 per hour for adult instruction after regular school hours.
- Subd. 9. In the event that staff development/professional development opportunities are presented by the School District to the teachers for participation outside of their scheduled work day, the district agrees to pay \$23.00 per hour. These opportunities will be voluntary and pre-approved by the district staff development committee and Superintendent. The development opportunities offered by the School District pursuant to this subdivision may include assistance by teachers with staff development event planning, or instructional activities that are performed outside of the scheduled work day as approved by the district staff development committee and Superintendent.

Section 2.

Lane Changes and Credit Reimbursement:

- Subd. 1. Applicants for lane change or credit reimbursement must hold a Standard Continuing

or Entrance License.

- Subd. 2. All reference to credits is to semester hour credits. One semester hour equals one and one-half quarter hours.
- Subd. 3. Lane Change
In order to receive a lane change all credits or programs must be pre-approved by the Superintendent. Any teacher may earn credits toward a lane change. For teachers who qualify for salaries in the B.A.+10, B.A.+20, and B.A.+30, one-half (1/2) of the credits must be graduate credits. Up to 10 non-specific credits (credits not specific to their assignment) may be used toward a lane change.
- Subd. 4. Credit Reimbursement
The School District allocates \$20,000.00 per year as reimbursement for teachers who attend college and earn credits during the period September 1 to August 31 of each calendar year, in either summer school or during the school year. Teachers who return to the School District will be paid at the rate of \$83.00 per quarter-hour credit, or \$125.00 per semester-hour credit. There will be no limit on the number of credits each teacher may submit for reimbursement, but if the reimbursement applied for exceeds the \$20,000.00 limit, the sum paid for each credit will be pro-rated. Reimbursement will be made when the total number of teachers attending school during the period September 1 to August 31 is determined in each year. The credits earned must be applicable to the teacher's assignment, (excluding the 10 non-specific credits) and must have prior approval of the Superintendent. No teacher shall be reimbursed for any credits beyond the M.A.+20 lane.
- Subd. 5. Transcripts
Teachers qualifying for a lane change or reimbursement must provide an official transcript of the qualified credits and submit them to the Superintendent's Office no later than October 31 and shall be paid on December 15 payroll. If a transcript is not available by October 31, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript, however, any pay adjustment shall not be made until the official transcript is received.

ARTICLE XXV EXTRA AND CO-CURRICULAR ACTIVITIES

Section 1. Activities Directors, Head Coaches and Assistant Coaches will be posted, interviewed, and board approved. The Head Coach for Cross Country & Track will receive an extra \$100 stipend for each extra school they supervise.

Activities Directors	5,100
Head Coaches (football, volleyball, basketball, swimming, softball, baseball)	5,438
Head Coaches (track, golf, cross-country)	4,383
Asst. Coaches (football, volleyball, basketball, swimming, softball, baseball)	4,133
Asst. Coaches (track, golf, cross-country)	3,306

Section 2. Extra-Curricular Activities will be advertised within each school. Interested teachers may apply to those activities. Principals will select based on qualifications and seniority. In the event of no internal applicants, the district will advertise openings to the public. If no interest from a community member, the principal has the right to assign the least senior teacher.

Cheerleading	2,149
Annual Advisor	2,149
Class/School Plays	2,149
Sr. High Speech	1,816
Student Council	1,816
Newspaper Advisor	802
Jr. High Speech	650

Class Advisor(s) – Sr Class*	825
Class Advisor(s) – Jr Class*	825
*One-section class = 1 stipend, two-section class = 2 stipends	
Vocational Club Advisors	1,463
District Music Contest	353
Flag Coach	300
Building Tech A	3,300
Building Tech B	1,870
Knowledge Bowl	1,514
Math League	1,514
Science Fair	757
Pep Band	2,523
National Honor Society	550
Robotics	2,149
Marching Band	1,650 (if 5 weeks, 2 hours/day)
+110 per performance with Administrative approval	
Music Concerts	440 per year for one daytime elementary concert and
Cherry, NW, NE Rg, SR	one MS/HS evening concert in both fall and spring (4 total concerts)
Music Concerts – Tower	220 per year for a daytime concert in both fall and spring (2 total concerts)

- Section 3. Extra-Curricular Salaries: After completion of the above activities, the building principal will provide the coach, advisor, or director with a voucher to be submitted for payment of the stipend. The hours need not be listed.

ARTICLE XXVI SALARIES

- Section 1. Basic Compensation:

Subd. 1. Salaries: The teacher is referred to the attached salary schedule.

- Section 2. Status of Salary Schedules: The salary schedules shall not be construed as a part of the teacher's continuing contract. In the event a successor agreement is not entered into prior to the commencement of school in the last year of this contract, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time a successor agreement is executed. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

- Section 3. Beginning Teacher Salaries: The School District may determine their placement on this salary schedule.

- Section 4. Payment of Salaries: Teachers' salary checks will be paid semi-monthly on the 15th and last day of each month on a 12-month basis, or before those dates if such dates fall on weekends or holidays. Teachers will have the option of being paid 18 or 24 checks - summer checks on the last day of work. Teachers must notify the District if they want either the 18 check option or the summer payoff option at the beginning of the school year, otherwise they will receive 24 paychecks.

- Section 5. M.A. Qualification: The five (5) year qualification shall constitute thirty-six (36) graduate credits.

- Section 6. MA+10, MA+20, MA+30, and MA+40 Qualifications: Teachers who have obtained a Masters Degree plus ten (10) graduate credits, a Masters Degree plus twenty (20) graduate credits, a Masters Degree plus thirty (30) graduate credits, or a Masters Degree plus forty (40) graduate credits shall qualify for these lanes. Any graduate credits not used toward the M.A. may be used for these lanes.

- Section 7. Extended Contracts: Any teacher employed beyond the normal school year (180 days) shall be paid on a pro-rata basis, the teacher's daily rate (1/180) of the teacher's salary) times the number of extended days worked equals the dollar amount earned for extended contracts.

- Section 8. Vocational Teachers: Vocational teachers with vocational licensure teaching in a vocational program will receive a pro-rata payment (based on the number of vocational classes taught) for an additional lane, except those teachers on the MA+20 shall receive additionally a pro-rata amount of the difference between the MA+10 and MA+20: i.e., a vocational teacher with vocational licensure teaching three vocational classes shall receive 3/5 of the additional lane amount.

Section 9. Resignations: The teacher's right of resignation extends to April 1st if the School District has settled its negotiations prior to March 1st. However, the right of resignation will be extended 30 calendar days following the adoption of the Master Contract, but in no case, if not settled, does the date extend beyond July 15.

ARTICLE XXVII TERMS AND CONDITIONS OF EMPLOYMENT FOR TITLE I TEACHERS

Section 1. Terms and Conditions: Will be the same as those agreed upon in the teachers' Master Contract unless specified in ARTICLE XXVII.

Section 2. A tenured Title I teacher who is offered a regular classroom position and voluntarily relinquishes his / her continuing contract rights in Title I for one year, will retain his/her Title I seniority. If a successive contract for the regular classroom position is offered to the Title I teacher, he/she will be placed on the regular teachers' seniority list and given the first date of hire in regular education, and be removed from the Title I seniority list.

If the teacher does not become tenured in the classroom, he/she may return to a Title I position without loss of seniority.

Section 3. Mileage: The school district will not be required to pay any mileage to Title I teachers unless the District requests that a Title I teacher accept multiple positions requiring travel or that they request the teacher travel for training purposes.

ARTICLE XXVIII TERMS AND CONDITIONS OF EMPLOYMENT FOR ECFE TEACHERS

Section 1. Terms and Conditions: Will be the same as those agreed upon in the teachers' Master Contract unless specified in ARTICLE XXVIII.

Section 2. ECFE Probation and Continuing Contract Rights: An ECFE teacher shall receive continuing contract rights and serve a probationary period in the manner prescribed in MS 122A.40 Subd. 5.

Section 3. ECFE Seniority: ECFE teachers will be on a separate seniority list with rights only to ECFE positions.

Section 4. ECFE Assignment Day:

In the spring of each year, all ECFE teachers will participate in Transfer Day for the following school year, only if there is to be a reduction of positions within a building.

On ECFE Assignment Day, the District will provide a list of available ECFE positions by building. If there is to be a reduction on positions the ECFE teachers will be laid off in reverse order of seniority. Any open positions that exist will be filled by seniority from the ECFE seniority list only.

Any remaining open positions will be filled by application from other district teachers or advertisement to general public. No preference needs to be given to other district teachers.

ARTICLE XXIX DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to M.S. Chapter 179A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than April 1, 2023.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Union representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

- Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.
- Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

SALARY SCHEDULES

2021-2022

*All 1.0 FTE Teachers will receive a \$2,000 Stipend for the 2021-2022 School Year. Teachers less than 1.0 FTE will receive a prorated amount of the stipend.

STEP	BA	BA +10	BA +20	BA +30	BA +36/ MAEQ	MA +10	MA +20	MA +30	MA +40
F	45,321	46,768	48,270	49,829	51,444	53,120	54,855	56,658	58,526
G	46,768	48,270	49,829	51,444	53,120	54,855	56,658	58,526	60,463
H	48,270	49,829	51,444	53,120	54,855	56,658	58,526	60,463	62,471
I	49,829	51,444	53,120	54,855	56,658	58,526	60,463	62,471	64,553
J	51,444	53,120	54,855	56,658	58,526	60,463	62,471	64,553	66,715
K	53,120	54,855	56,658	58,526	60,463	62,471	64,553	66,715	68,955
L	54,855	56,658	58,526	60,463	62,471	64,553	66,715	68,955	71,279
M	56,658	58,526	60,463	62,471	64,553	66,715	68,955	71,279	73,687
N	58,526	60,463	62,471	64,553	66,715	68,955	71,279	73,687	76,185
O	60,463	62,471	64,553	66,715	68,955	71,279	73,687	76,185	78,776
P	62,471	64,553	66,715	68,955	71,279	73,687	76,185	78,776	81,462

2022-2023

STEP	BA	BA +10	BA +20	BA +30	BA +36/ MAEQ	MA +10	MA +20	MA +30	MA +40
G	47,703	49,235	50,826	52,473	54,182	55,952	57,791	59,697	61,672
H	49,235	50,826	52,473	54,182	55,952	57,791	59,697	61,672	63,720
I	50,826	52,473	54,182	55,952	57,791	59,697	61,672	63,720	65,844
J	52,473	54,182	55,952	57,791	59,697	61,672	63,720	65,844	68,049
K	54,182	55,952	57,791	59,697	61,672	63,720	65,844	68,049	70,334
L	55,952	57,791	59,697	61,672	63,720	65,844	68,049	70,334	72,705
M	57,791	59,697	61,672	63,720	65,844	68,049	70,334	72,705	75,161
N	59,697	61,672	63,720	65,844	68,049	70,334	72,705	75,161	77,709
O	61,672	63,720	65,844	68,049	70,334	72,705	75,161	77,709	80,352
P	63,720	65,844	68,049	70,334	72,705	75,161	77,709	80,352	83,091

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

FOR: EDUCATION MINNESOTA
ST. LOUIS COUNTY SCHOOLS

FOR: ISD 2142


Negotiations Committee Member


Negotiations Committee Member

 6/6/22
Negotiations Committee Member

 6/6/22
Negotiations Committee Member

Dated: 6-9, 2022


School Board Chair


School Board Clerk


Negotiations Committee Member


Negotiations Committee Member

Dated: 2022 May 24

MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATION MINNESOTA, ST. LOUIS COUNTY
AND
INDEPENDENT SCHOOL DISTRICT NO. 2142,
ST. LOUIS COUNTY SCHOOLS
Multi-Age Split Grades/Multi-Age Level Grouping
List of Teachers

It has been agreed to by Education Minnesota, St. Louis County and the School Board of ISD 2142 to continue the .06 of the teacher's salary for the following teachers:

Jennifer Panichi

Education Minnesota
St. Louis County Schools



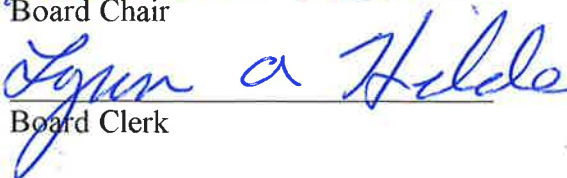
President

 6/6/22
Negotiator

Independent School District No. 2142
St. Louis County Schools



Board Chair


Board Clerk

Dated: 6-9 2022

Dated: May 24, 2022

Memorandum of Understanding between Local 1406 Education Minnesota -St. Louis County and Independent School District 2142, St. Louis County Schools

Whereas, Local 1406 Education Minnesota - St. Louis County is the exclusive representative for the teachers employed by Independent School District 2142 (St. Louis County); and

Whereas, Local 1406 Education Minnesota - St. Louis County and the School District have negotiated a collective bargaining agreement ("Master Agreement") for the period of July 1, 2021, through June 30, 2023;

Whereas, ISD 2142 and Local 1406 Education Minnesota - St. Louis County acknowledge that they have a shared interest in maintaining costs regarding health and hospitalization insurance:

Effective immediately, the parties shall form a committee, inviting the other district bargaining groups to participate, for the purpose of examining and assessing the costs and benefits of a variety of insurance programs and/or plans for the purpose of securing the best valued plan and coverage. The superintendent and the president of the local will meet and create the calendar which will govern the meetings; the calendar will allow for the RFP process and deadlines, and will include informational meetings from the various parties that will be invited to present different options.

Education Minnesota Local 1406
St. Louis County Schools Teachers



President




Grievance Chairperson

Date 6/6/22

St. Louis County Schools
ISD 2142



Chair



Clerk

Date May 24, 2022

**Memorandum of Understanding by and between St. Louis County Schools, ISD 2142
and Education Minnesota, St. Louis County**

WHEREAS the School District and Union are parties to a 2021-2023 collective bargaining agreement in which Article XXIV Section 1. Subd. 3 reads:

Any Tower Elementary School teacher who is assigned to teach two classes of students (i.e. students who are normally taught in two different classrooms) during a single class period, not to exceed 5 hours per work, will receive additional compensation in the amount of \$1,750 per year. The affected teachers shall record their double-class periods on vouchers indicating the date and class period taught, and submit them to the Principal for approval.


NOW, THEREFORE BE IT RESOLVED that the parties hereto agree to modify said Article/Section to read:

Any Tower Elementary School classroom teacher who is assigned to teach two grades of students (i.e. students who are normally taught in two different classrooms) during a single class period, will receive additional compensation of up to \$2000 per year. The affected teachers shall record their double-class periods on vouchers indicating the date and class period taught, and submit them to the Principal for approval within 10 days of the completion of the assignment. Assignments will be prorated as follows:

1-4 hours per week	\$1000 per year
5-10 hours per week	\$1500 per year
11-15 hours per week	\$1750 per year
Over 15 hours per week	\$2000 per year

A teacher with a semester assignment may voucher for one-half of the yearly stipend.

Education Minnesota Local 1406
St. Louis County Schools Teachers



President




Grievance Chairperson

Date 6/6/22

St. Louis County Schools
ISD 2142



Chair



Clerk

Date May 24, 2022

**Memorandum of Understanding
by and between
St. Louis County Schools, ISD 2142
and
Education Minnesota, St. Louis County**

WHEREAS the School District and Union are parties to a 2021-2023 collective bargaining agreement which includes an MOU agreeing to the following:

Any Tower Elementary School classroom teacher who is assigned to teach two grades of students (i.e. students who are normally taught in two different classrooms) during a single class period, will receive additional compensation of up to \$2000 per year. The affected teachers shall record their double-class periods on vouchers indicating the date and class period taught, and submit them to the Principal for approval within 10 days of the completion of the assignment. Assignments will be prorated as follows:

1-4 hours per week	\$1000 per year
5-10 hours per week	\$1500 per year
11-15 hours per week	\$1750 per year
Over 15 hours per week	\$2000 per year

A teacher with a semester assignment may voucher for one-half of the yearly stipend.

NOW, THEREFORE BE IT RESOLVED that the parties hereto agree to this MOU which provides for the same compensation for any Northeast Range School elementary classroom teacher who is assigned to teach two grades of students (i.e. students who are normally taught in two different classrooms) during a single class period.

Education Minnesota Local 1406
St. Louis County Schools Teachers



President



Date

St. Louis County Schools, ISD 2142



Chair



Clerk



Date

