

2021-2022 and 2022-2023

MASTER AGREEMENT

Independent School District

No. 2310

And

Sibley East Education Minnesota

Adopted: March 17, 2022

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ARTICLE I

PURPOSE

SECTION 1 - PARTIES: THIS AGREEMENT is entered into between Independent School District No.2310, Sibley East School District, Arlington, Minnesota, hereinafter referred to as the School District, and Sibley East Education Minnesota, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1 - RECOGNITION: In accordance with the PELRA the School District recognizes Sibley East Education Minnesota as the Exclusive Representative of teachers employed by Independent School District No. 2310. The Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2 - APPROPRIATE UNIT: The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and in said act.

SECTION 3 - EXCLUSIVE REPRESENTATIVE: The School District agrees not to negotiate with or recognize any teachers' organization other than the Exclusive Representative so long as the Exclusive Representative is the duly authorized, exclusive bargaining agent of the teachers of this School District.

ARTICLE III

DEFINITIONS

SECTION 1 - TERMS AND CONDITIONS OF EMPLOYMENT: The term "Terms and Conditions of Employment" means the hours of employment, the compensation thereof including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employee. In the case of professional employees the term does not mean educational policies of the School District. Terms and conditions of "employment" are subject to the provisions of PELRA.

SECTION 2 - TEACHER: The term "teacher" shall mean any person employed by the School District in a position for which the person must be licensed by the State of Minnesota. "Teacher" shall not include Superintendent, principals and assistant principals (who devote more than 50% of their time to administrative or supervisory duties); confidential employees, supervisory employees, essential employees, nor daily substitute teachers who do not replace the same

teacher for more than 30 consecutive working days, and other such employees excluded by law. Any teacher who has been listed on the seniority list and leaves his/her classroom position, at the request of the School District, to fulfill another position in the School District shall retain their seniority on the teacher's seniority list.

SECTION 3 - SCHOOL DISTRICT: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its Designated Representative.

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

SECTION 1 - INHERENT MANAGERIAL RIGHTS: SEEM recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and number of personnel.

SECTION 2 - MANAGEMENT RESPONSIBILITIES: SEEM recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3 - EFFECT OF LAWS, RULES AND REGULATIONS: SEEM recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. SEEM also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, 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, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void, and without force and effect.

ARTICLE V

TEACHER RIGHTS

SECTION 1 - RIGHT TO VIEWS:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as it is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative if there be one; nor shall it be construed to require any teacher to perform labor or service against their will.

SECTION 2 - RIGHT TO JOIN: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such unit.

SECTION 3 - REQUEST FOR DUES CHECK OFF: SEEM shall be allowed dues check off for its members, provided that the dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 24 equal installments, beginning with the first pay period in September.

SECTION 4 - FAIR SHARE FEE: In accordance with PELRA any teacher included in the appropriate unit who is not a member of SEEM may be required by SEEM to contribute an annual fair share fee for the services rendered by SEEM. The annual fair share fee for any teacher shall be in an amount equal to the regular membership dues of SEEM, less the cost of benefits financed through the dues and available only to members of SEEM, but in no event shall the fee exceed 85% of the regular membership dues. Any dispute as to the amount of such fee shall be solely between SEEM and the teacher involved. SEEM shall provide written notice of the amount of fair share fee assessment to the School District and to each teacher to be assessed the fair share fee. The annual fair share fee required of any teacher shall not exceed the pro rata share of the specific expenses incurred for services rendered by SEEM teachers in the appropriate unit. Upon thirty days (30) notice in writing to the payroll officer of the name of the teacher and the amount of the annual fair share fee certified by SEEM, the School Board will deduct such fair share fee in installment from such employee's pay check each month, and will forward such fees to SEEM, and no further fair share fee deductions for such teacher will thereafter be made. Any fair share challenge shall not be subject to the grievance procedure. SEEM warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, and judgments, or other forms of

liability which any person may have to claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by SEEM.

SECTION 5 - PAC CONTRIBUTIONS: Upon receipt of a duly authorized voluntary deduction card, the school district agrees to a payroll deduction for a federally registered PAC designated by the Exclusive Representative. This voluntary deduction shall be conducted once per year at a mutually agreeable date.

SECTION 6 - PERSONNEL FILES: Pursuant to M.S.A. 122 A. 40s.19, all evaluations and files, relating to each individual teacher shall be available during school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion to the file written information in response to any material by law therein. However, the School District may destroy such files as provided by law.

SECTION 7 - CREDIT UNION: The School District agrees to deduct from teachers' salaries, payments to the Minnesota Education Association Credit Union, upon receipt of a signed authorization from teachers requesting such service.

SECTION 8 - DUE PROCESS: The School District and SEEM agree that a teacher shall not be reprimanded, warned, or disciplined without just cause. A teacher will have the right to request a representative of the Association present whenever he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. Such discipline shall be conducted in private. If the District decides to remove a teacher from the classroom, the teacher will be notified, in advance, in writing of the specific reasons of the removal, if practicable.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

SECTION 1 - ~~2019-2020 SALARY SCHEDULE:~~ 2021-2022 SALARY SCHEDULE: The wages and salaries reflected in Appendix A shall be part of the Agreement for the 2019-2020 2021-2022 school years. Additional duty days shall be paid at a rate of 1/182 of the regular salary amount as stated on the salary schedule.

SECTION 2 - ~~2019-2021 EXTRA CURRICULAR SCHEDULE:~~ 2021-2023 EXTRA CURRICULAR SCHEDULE: The wages and salaries reflected in Appendix B, attached hereto, shall be part of the Agreement for the ~~2019-2021~~ 2021-2023 school years. Additional duty days shall be paid at a rate of 1/182 of the regular salary amount as stated on the salary schedule.

SECTION 3 - SALARY SCHEDULES: The salary schedules are not to be construed as a part of a teacher's continuing contract, and the School District reserves the right, with just cause, to withhold increment advancements, lane changes, or any other salary increases as the School District shall determine. If said increment advances, lane changes or any other salary increases

are to be withheld, the teacher shall be notified of said possibility by his/her respective school building principal. This notification will be presented to the teacher no later than the first school day following the completion of the first semester of school to be applied for the succeeding school year. In the event that a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

SECTION 4 - 18+ STIPEND: A teacher who is at Step 17 qualifies for the 18+ stipend at the beginning of year 18. The 18+ stipend will be \$750 per year. This is in addition to the career increment pay.

SECTION 5 - PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

SUBDIVISION 1 - Credits (semesters) to be considered for application on any lane of the salary schedule are germane to the teaching assignment as determined by the School District. Once a teacher is placed on a lane, any changes in assignment will not alter this placement on the salary schedule.

SUBDIVISION 2 - For credits to be acknowledged on the salary schedule beyond the Bachelor's Degree, a minimum grade of a "B" or better shall be applied for graduate credit; a minimum grade of a "C" or better shall be applied for undergraduate credits.

SUBDIVISION 3 - All credits, graduate or undergraduate, must receive prior approval of the Superintendent to be considered for application to the contract. The request and reply shall be in writing.

SUBDIVISION 4 - Individual contracts will be modified only twice per school year to reflect qualified lane changes providing a transcript, or other documented proof by college authorities, or qualified credits are submitted to the Superintendent's office no later than September 15th and February 15th of each year. Credits submitted by transcript after September 15th or February 15th even though otherwise qualifying, shall not be considered until such proof is given showing that said course work was completed by that date. Compensation for credits not turned in to the Superintendent's office before said dates will not be retroactive.

SUBDIVISION 5 - A teacher shall be paid on the Masters Degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School District if the degree program is approved in writing in advance. Once placed on a given lane, a change in teaching assignment will not result in a loss of a previously earned lane.

SUBDIVISION 6 - The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the school year.

SUBDIVISION 7 - CREDIT FOR PRIOR EXPERIENCE:

- A. A teacher who has teaching experience in other school systems may receive up to ten (10) years credit as negotiated between said teacher and the School District.
- B. A teacher who has had experience in other fields of endeavor outside of education may receive up to ten (10) years credits as negotiated between said teacher and the School District.
- C. A teacher who has experience in the military service may receive up to two (2) years credit as negotiated between said teacher and the School District.
- D. A teacher who has coaching experience in other school districts may receive up to three (3) years credit as negotiated between said teacher and the School District.
- E. The maximum allowed for all prior experience shall not exceed ten (10) years.

SUBDIVISION 8 - LANGUAGE: It shall be understood by both parties that the Continuing Education Committee should update all such proper language and such language is to be approved by both SEEM and the School District.

SUBDIVISION 9 - PAY DEDUCTIONS: Whenever a pay deduction is made for a teacher's absence, the annual salary divided by 182 (the number of teacher duty days) shall be deducted for each absence.

ARTICLE VII

EXTRA COMPENSATION

SECTION 1 - EXTRA CURRICULAR SCHEDULE: The wages and salaries reflected in the Appendix B attached hereto, shall be a part of this Agreement.

SECTION 2 - EXTRA CURRICULAR PAY: Salaries paid for extracurricular assignments for fall activities will be paid in September, October, and November. They may be paid in a lump sum at the end of the season. Salaries for winter season activities will be paid in January, February, and March. They may be paid in a lump sum at the end of the season. Salaries for the spring season will be paid in April, May, and June. They may be paid in a lump sum at the end of the season. Those activities which are year around may be paid throughout the year or in a lump sum at the end of the year. The employees will elect the method of payment at the start of the school year.

SECTION - DEPARTMENT CHAIR: The teachers assigned as department chairperson in the elementary, junior high school level, and the senior high school level shall be reimbursed at the annual rate of \$500. The department chair shall coordinate programs and materials and shall

serve as instructional liaison between the teachers of the department and the school administration. Such chairperson shall not be considered a supervisory employee as defined in PELRA.

SECTION 4 - EXTENDED EMPLOYMENT: All teachers or school counselors who by the nature of their assignment have their employment extended beyond the normal duty year shall be compensated at a daily rate of 1/182 of their placement on the salary schedule. Counseling positions may be contracted for no more than 10 extra contract days. Those days may be divided as needed with building administrators consent.

SECTION 5 - INFORMATION AND TRAINING WORKSHOPS:

SUBDIVISION 1: Attendance at workshops authorized by the School District shall be voluntary.

SUBDIVISION 2: Teachers designated by the School District as participants for whom information or training is intended shall be compensated at the rate of one hundred dollars (\$100) per day for attendance during the summer. (AVID Site Team)

SUBDIVISION 3: For training and /or information workshops during the school year which requires the teacher's attendance on a weekend, compensation will be at the rate of one hundred dollars (\$100) per day.

SUBDIVISION 4: Workshops of one-half day (equal to or less than 4 hours) will be compensated at one-half the daily rate.

SUBDIVISION 5: Teachers shall be reimbursed for expenses incurred (i.e. registration, travel, meals, lodging).

SUBDIVISION 6: The funds necessary to pay costs under Section 5 shall be paid from Staff Development money.

SECTION 6 - SUBSTITUTE CLASS PAY: The hourly rate of pay for teachers substituting during their preparation period for another teacher shall be \$30 per hour. (Pay for one block is \$41.50)

SECTION 7 - MILEAGE ALLOWANCE:

SUBDIVISION 1: Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

SUBDIVISION 2: The same IRS rate shall be given for use of personal cars for field trips or other business of the School District. The School District shall provide liability

insurance protection for teachers when their personal automobiles are used as provided in this section. Liability Policy coverage will be the same coverage as exists for school vehicles.

SECTION 8 - OVERLOAD PAY

SUBDIVISION 1: Based on the eight period day / 4 block schedule, a teacher teaching one extra class period in a semester would be compensated $\frac{1}{8}$ of their salary in the semester in which they teach the overload.

ARTICLE VIII

GROUP INSURANCE

SECTION 1 - SELECTION: The selection of the insurance carrier and policy shall be made by the School District in accordance with state laws. Any change in the policy must be mutually agreed upon between the Association and the School District.

SECTION 2 - PREMIUM PAYMENT:

SUBDIVISION 2: For the **2021-2022** school year, the School District shall pay the following amounts for single, two (2) person family, and family insurance for each full-time teacher who is enrolled in the School District's health plan.

Single: 100% coverage, not to exceed not to exceed \$7,590.00,.

Two (2) person family: 90% coverage, not to exceed \$12,630.60.

Family: 80% coverage, not to exceed \$15,153.60.

2Fam / 2Fam: 100% of 2 person family, not to exceed \$14,034.00

Family / Family: 100% of family, not to exceed \$18,942.00

The School District shall pay on a prorated basis the premium for each part-time teacher who is enrolled in the plan. In addition, if the new premium increases by more than 10%, the employee will be financially obligated to pay the additional premium cost beyond 10%

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Single: 100% coverage, not to exceed \$8,121.30.

Two (2) person family: 90% coverage, not to exceed \$13,514.74.

Family: 80% coverage, not to exceed \$16,214.36.

2Fam / 2Fam: 100% of 2 person family, not to exceed \$15,016.38.

Family / Family: 100% of family, not to exceed \$20,267.94.

The School District shall pay on a prorated basis the premium for each part-time teacher who is enrolled in the plan. In addition, if the new premium increases by more than 10%, the employee will be financially obligated to pay the additional premium cost beyond 10%.

SUBDIVISION 3: In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year. According to the FMLA rules and regulations and our long-term disability eligibility policy.

SUBDIVISION 4: In the event that an employee is placed on unrequested leave, resigns effective at the end of the school year, or retires effective at the end of the school year, the School District contribution shall continue until September 1st of that calendar year. If an employee is terminated for cause, the contribution of the School District shall cease and the employee will be removed from the contract for the health and hospitalization policy as of the date of termination.

SUBDIVISION 5: 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.

SUBDIVISION 6: Employees hired after September 1, 2015 are only eligible to enroll in a high deductible/health savings account (HSA) insurance plan, the School District shall pay ~~\$2,000~~ \$2200 of \$2,700 for single plan deductible and ~~\$4,000~~ \$4200 of \$5,400 for two (2) person or family plan deductible.

SUBDIVISION 7: Full-time employees who earn full-time insurance benefits and are married to a full-time employee who earns full-time benefits shall be eligible to receive a two (2) person or family insurance plan with the premium cost paid in full by the School District. The School District shall contribute ~~\$4,000~~ \$4200 of \$5,400 for two (2) person or family plan deductible to the married couple's HSA.

SUBDIVISION 8: During the ~~2019-2021~~ 2021-2023 contract years, HSA funds will be distributed on a monthly basis beginning on September 15th, of the contract year and concluding June 30th of that contract year (twenty pay periods).

SUBDIVISION 9: In the case of a medical emergency, an employee can apply for the hardship clause which would allow the School District to immediately contribute any remaining annual HSA deductible contribution to an employee's HSA account. The decision to approve a hardship clause application rests solely with the superintendent.

SUBDIVISION 10: In accordance with Affordable Care Act guidelines the district shall cap health insurance benefits based upon the maximum amount allowed per the Affordable Care Act.

SECTION 3 – LONG TERM DISABILITY: This premium will be paid in full by the School District for each full-time teacher, as defined by the insurance policy. Part time teacher insurance will be on a prorated basis.

SECTION 4 - LIFE INSURANCE: The School District will provide a \$50,000 term life insurance policy for each teacher, subject to the reduction of coverage schedule according to the Master Term Life Policy. Premiums for full time teachers will be paid by the School District. The payment for premiums for teachers less than full-time shall be on a prorated basis. In order to qualify for term life insurance, the teacher must pay the difference between the School District payment and premium costs.

ARTICLE IX

SECTION 1 - SEVERANCE PAY/MATCHING ANNUITIES:

SUBDIVISION 1: Commencing with the 1996-97 school year, full-time teachers shall be entitled to a matching School District contribution to a 403B Tax Shelter Plan as provided for in M.S. 356.24. The School District shall match any such plan up to two percent (2%) of the teacher's individual salary excluding extra assignments.

SUBDIVISION 2: In addition, when full-time teachers employed prior to July 1, 1996, whose total years of teaching service to the School District (excluding time spent on unpaid leave) and age equal 70 shall be entitled to a severance payment upon separation from the School District. This severance payment shall be a combination of the School District's contribution to a qualified matching plan plus whatever dollar amount is required to reach a twenty five thousand dollar (\$25,000) guarantee. Any amounts due to the employee by the School District at the time of separation shall be paid in three (3) equal payments. The first payment shall be made on June 30 of the year in which the teacher separates service. The second payment shall be paid on January 15th next following the first payment. The final payment shall be paid on January 15th of the next year. Severance pay shall not be granted to any teacher who is discharged by the School District.

SUBDIVISION 3: Subdivision 1 of this Article will be prorated for part-time teachers whose service have been at least an average of fourteen (14) hours per week and shall not apply to teachers employed for a lesser period of time.

SUBDIVISION 4: For Subdivision 2, any teacher employed prior to July 1, 1996 whose total service would be equal or greater than fifteen (15) equivalent years of full-time service will not have the twenty-five thousand dollar (\$25,000) guarantee prorated. For other part-time teachers, the proration will be calculated by using the fifteen (15) years of service that have the greatest percentage of full-time employment. For purposes of this Subdivision, in order for a teacher to be paid any amount as provided herein, the teacher must also meet the Rule of 70 as set forth above in Subd. 2.

SUBDIVISION 5: Tax Deferral of Severance Pay

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and whereas, the exclusive representatives and the School District recognize the tax advantages of this new option for both the employer and the employees;

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

1. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the employee's 403(b) account. The employee will not receive any direct payment from the school district for severance pay.
2. The school district's annual contribution into the employee's 403(b) account must not exceed the IRS contribution limit. If the amount calculated in #1 exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the employee's 403(b) account in the following year(s).
3. The school district contribution(s) (into the employee's 403(b) account) will be made according to the same timeline as was provided for the direct payment of severance pay.
4. Employers will only make contributions to investment vendors that have hold harmless agreements on file. For purposes of calculating the maximum deferral limit, the employer will provide the employee with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.
5. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
6. This agreement does not set any precedent for any future issue.

SECTION 2 - SURVIVORS BENEFITS: If a teacher (separated from service or active) who qualifies under either Section 1, Subdivision 2 or 3 dies before all compensation due from the

School District under this Article is disbursed, the balance shall be paid to a named beneficiary or lacking same, to the deceased's estate.

SECTION 3 - INSURANCE OPTION FOR RETIRED TEACHERS: A teacher who separates from service whose total years of teaching service to the School District (excluding time spent on unpaid leave) and age equal 70 shall be eligible to continue participation in the School District group medical/hospitalization insurance plan with the School District paying in full the premium for single coverage pursuant to Article VIII Section 2 for the retiring teacher until that teacher reaches the age of qualification for Medicare. If an employee who separates from service chooses a high deductible insurance plan, the School District shall contribute \$2,000 to the employee's HSA account. The spouse of a retiring teacher shall be eligible to remain in the health/hospitalization group until he/she qualifies for Medicare. The entire premium for the spouse will be their responsibility.

ARTICLE X

LEAVES OF ABSENCE

SECTION 1 - DAYS OUT OF THE DISTRICT (DOOD):

SUBDIVISION 1: In the event that a teacher is absent from duty for any reason, the teacher shall register his/her absence through AESOP and/or inform the building principal at the earliest possible time.

SUBDIVISION 2: The maximum leave benefits of this Article will be available only to full-time regularly contracted teachers. Part-time regularly contracted teachers who are employed both for more than twenty (20) hours per week and one hundred fifty (150) days per school year shall be eligible for the leaves of absences provided in this Article on a pro rata basis.

SUBDIVISION 3: All full-time teachers shall earn DOOD leave at the rate of twelve (12) days for each year of service in the employ of the School District, accumulative with the first day of employment each school year. This subdivision will commence with the 2018-2019 school year.

SUBDIVISION 4: Part-time teachers shall earn DOOD leave on a prorated basis: a teacher having a fractional contract shall be credited with twelve (12) DOOD leave days of the same fraction as the contract. In the event that a teacher having a part-time contract uses twelve (12) fractional DOOD days, then any subsequent drawdown on accumulated days from prior years will be the fractional days of the full days of accumulated leave.

SUBDIVISION 5: If all twelve DOOD are not used they will be placed in a bank for use in cases of medical, bereavement, and family medical leave. Unused DOOD leave days may accumulate to a maximum credit of 135 full days of DOOD leave per teacher. A teacher with more than 135 DOOD, may request up to eight days at a rate of \$110 per

day. Requests must come before June 15th of the current school year. This subdivision will commence with the 2018-2019 school year.

SUBDIVISION 6: Usage:

- A. Days Out of the District (DOOD) is the contractual agreement between the School District and SEEM unilaterally covering illness (self and family), bereavement, and personal absences which prevent an individual teacher's attendance at school and performance of duty, and guarantee that the School District will continue the teacher's salary and benefits if the teacher has earned DOOD leave equal to the period of time of illness and/or disability.
- B. For non-illness/bereavement related use of DOOD, the school District reserved the right to deny and/or limit requests for leave to be taken before or after holidays, during the first and last weeks of school, or when the request exceeds two consecutive days. Requests of more than two consecutive days must be made through the superintendent. Leaves of more than two days for non-illness/bereavement which are not approved by the superintendent will be unpaid. Requests for non-illness/bereavement related to the use of DOOD exceeding five consecutive paid days will not be granted. Staff may request extra days beyond the five paid days with the understanding that they will be non-paid. Requests must be made through the superintendent. Leaves for more than five days will only be granted once in a three year cycle.
- C. On a contract school day only 10% of the staff may use DOOD at each site. For example, if the Gaylord site has 55 certified staff, then six certified staff may use DOOD. If the Arlington staff has 42 certified staff, then four staff member could use DOOD. This is on first come first serve basis.
- D. If the twelve DOOD days have been used and leave is requested that is not categorized as extended illness, maternity leave, bereavement, or family medical care, then the employee will not receive pay unless the absence is approved by the administration.
- E. Unused days will go into an accumulated bank for extended illnesses, maternity leave, bereavement, or family medical care. The bank's maximum number of accumulated days is limit to 135.
- F. In the case of medical, bereavement, and family medical leave that extend beyond two days then the additional days will be subtracted from the bank. In addition, the administration has the authority to verify leaves beyond two days.
- G. If a staff member has DOOD days available, they must use them when taking a leave day and may not take a non-paid leave day.
- H. For non-illness related use of DOOD, the School District reserved the right to deny and/or limit requests for leave to be taken before or after holidays, or during the first and last weeks of school.

- I. DOOD leave may not be used during regularly scheduled Sibley East parent-teacher conferences and In-Service Days for reasons other than those relating to illness, bereavement, or emergency situations. Building principals and/or superintendent must approve. If a teacher does not attend evening conferences, then their DOOD will be reduced by 0.5 DOOD.

SUBDIVISION 7: The School District reserves the right to request a meeting with a teacher and a SEEM representative if there are legitimate concerns of suspected abuse of the professional responsibilities and inherent accountability with the DOOD provisions of this contract.

SUBDIVISION 8: In the event that a teacher does not earn a sufficient number of DOOD leave days to equal the number actually used, then that teacher's pay shall be reduced by an amount equal to the unearned but used DOOD leave days. The same shall apply for a teacher whose employment ends prior to earning sufficient DOOD leave days to cover absences.

SUBDIVISION 9: Pursuant to Minnesota Statute Chapter 176, a teacher injured on the job and in the service of the School District, and eligible for and collecting Workers' Compensation Insurance may draw DOOD leave and receive full salary from the School District. The salary will be reduced by an amount equal to the insurance payment and only that fraction of the days not covered by insurance will be deducted from accrued DOOD leave.

SUBDIVISION 10: Upon approval of a DOOD leave request, the employee's DOOD leave days will be reduced in accordance with the approval. DOOD leave shall be used only in time increments of one-quarter (1/4), one-half (1/2) three-quarters (3/4), or a full day.

SUBDIVISION 11: For so long as either the state or federal statutes require the School District to permit usage of DOOD leave for sick or injured child care leave or for the serious illness of a family member, the School District shall comply with the statutes. Pursuant to Minnesota Statute 181.940 Subdivision 2, an "employee" is defined as a person who performs services for hire for:

- (1) at least 12 months preceding the request; and

- (2) for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the employer's personnel policies or practices or pursuant to the provisions of a collective bargaining agreement, during the 12-month period immediately preceding the leave.

SUBDIVISION 12: In the event that a teacher is non-renewed or placed on Unrequested Leave of Absence, the teacher will be granted up to two (2) additional DOOD leave days to pursue other job opportunities (interviewing, traveling to visit possible places of

employment, etc.). These additional days will be granted only if the affected teacher does not have any accrued DOOD leave remaining. The request must be made in person or by written means to the Superintendent before the additional DOOD leave is granted.

SECTION 2 - JURY DUTY: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of DOOD leave. The compensation received for the jury service during school days and hours shall be remitted to the School District.

SECTION 3 - SABBATICAL LEAVE

SUBDIVISION 1: Upon application, a teacher who has been employed for seven (7) years may be granted a sabbatical leave for one (1) year for the purpose of professional growth. During said sabbatical leave, the teacher shall be considered to be in the employ of the School District and shall be paid one-half of his/her annual salary and related fringe benefits.

SUBDIVISION 3: A teacher, upon return from a sabbatical leave, shall be restored to his/her former position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits provided in this agreement. This leave will not jeopardize a teacher's years of continuous service for other benefits.

SUBDIVISION 3: A maximum of 5% of the teaching staff may be on sabbatical leave at any time.

SUBDIVISION 4: A teacher receiving a sabbatical leave must return to the School District for two years, or return the money received (except in event of the teacher's death or disability which would prevent this return).

SECTION 4 - MILITARY LEAVE: Military leave shall be granted pursuant to applicable law. This leave will not jeopardize a teacher's years of continuous service for other benefits.

SECTION 5 - MEDICAL LEAVE:

SUBDIVISION 1: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all DOOD leave available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may renew such a leave. Request for renewal shall also be accompanied by a doctor's written statement.

SUBDIVISION 2: A request for leave of absence under this section shall be accompanied by doctor's written statement outlining the condition of health and

estimated time at which the employee is expected to be able to assume normal responsibilities.

SUBDIVISION 3: At the time a teacher becomes eligible to receive long-term disability compensation, as provided in this Agreement; such teacher shall no longer be eligible for any leave pay pursuant to this compensation.

SUBDIVISION 4: This leave will not jeopardize a teacher's continuous years of service for other benefits.

SECTION 6 - INSURANCE APPLICATION: A teacher on unpaid leave is eligible to continue to participate in group insurance programs. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

SECTION 7 - CREDIT: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time of the leave.

SECTION 8 - PART-TIME ELIGIBILITY: Part-time teachers will have their leave benefits pro-rated.

SECTION 9 - EDUCATION CREDIT: Based on the needs of the School District for College in the Schools (CIS), Advanced Placement (AP), or other academic programs, a teacher may be asked to earn additional credit for certification to teach these classes.

- a. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the school district
- b. The teacher shall be compensated for the cost of tuition for the certification agreed upon by the teacher and the district. Teacher must reimburse the district for coursework that is not completed or results in a non-passing grade.
- c. The teacher agrees to teach for CIS, AP or other academic programs for a minimum of 5 years in the district.
- d. If the teacher leaves the district or declines the CIS, AP or other academic program assignment(s), the teacher shall reimburse the district an amount equal to 20% of the total certification amount per year for each year remaining of the 5 year period. The teacher will not be penalized if failure to teach the required class(s) during the 5 year period is caused by School District action.
- e. The teacher may use the credits earned towards a lane change.

A teacher will receive a maximum of one (1) school day off with pay during each semester he/she is enrolled in district approved graduate college courses for three (3) or four(4) credits.

SECTION 10 - ONE YEAR WITHOUT PAY LEAVE: One year in every ten consecutive years while employed by the School District, a teacher may take a one-year-without-pay leave by following the procedures outlined on the School District's specific leave form to be obtained from the office. The form contains the three steps necessary to receive this leave: the teacher's preliminary request, the Superintendent's action on this request, and the teacher's final notification to the School District that the leave will be taken by the teacher. The form contains the time guidelines to be followed in requesting the leave as well as the notification to the School District of the teacher's intent to return to employment. Notification of return to employment must be given by April 1 of the leave year.

SECTION 11 - SEEM LEAVE: At the beginning of the school year SEEM shall be credited with the following:

SUBDIVISION 1: Six (6) days to be used by SEEM for SEEM business other than negotiations and arbitration. Notification to the School District shall be at least forty-eight (48) hours prior to the date of the leave.

SUBDIVISION 2: Eighteen (18) days to be used by SEEM for mediation or arbitration. The School District shall pay for up to four (4) days for substitutes.

SEEM shall pay for all days used beyond the four (4) noted in Subd. 2 at the substitute rate of pay.

ARTICLE XI

MATERNITY LEAVE OF ABSENCE

Pursuant to the Family and Medical Leave Act, teachers shall receive insurance benefits and leaves under the Family and Medical Leave Act of 1993 or under the contract at the teacher's option.

SECTION 1 - NOTIFICATION: A teacher making application for maternity/child care leave shall inform the Superintendent in writing of intention to take the leave at least ninety (90) calendar days before commencement of the intended leave.

SECTION 2 - MATERNITY LEAVE: A teacher may utilize up to forty-five (45) days of accumulated DOOD leave pursuant to the DOOD leave provisions of the Agreement during a period of physical confinement. "Days" shall be considered consecutive duty days except after the end of the school year and before the start of the next school year. In this instance, "days" shall be consecutive business calendar days. No additional DOOD days may be taken beyond the

forty-five (45) days granted in maternity leave. A teacher can request 12 weeks of maternity leave, but they will only be paid for 9 weeks.

SECTION 3 - RULES:

SUBDIVISION 1: Start of Maternity Leave: A maternity leave shall begin no later than the first day of confinement.

SUBDIVISION 2: Maternity Leave:

- A. Employees selecting and completing a maternity leave during the school year shall be assigned the same position they left.
- B. Employees selecting and completing a maternity leave during the non-school months shall have the same rights of assignment as other returning teachers
- C. Part-time teachers will have their leave benefits pro-rated.

SUBDIVISION 3: Insurance Benefits: Teachers on maternity leave shall have continuous insurance coverage per this Agreement.

SUBDIVISION 4: Disability: Disability as determined by the teacher of more than ten (10) duty days prior to the date of confinement may require certification of the disability by her physician.

ARTICLE XII

CHILD CARE, PATERNITY AND/OR ADOPTION LEAVE OF ABSENCE

The School District shall comply with the provision of the Family and Medical Leave Act. Teachers shall receive insurance benefits and leaves under the Family and Medical Leave Act or under the contract at the teacher's option.

SECTION 1 - CHILD CARE LEAVE: A child care leave is defined as the period of time a teacher intends for the convenience and comfort of the teacher as well as the care of the child. This leave of absence shall not normally exceed twelve (12) months in length. Part-time teachers will have their leave of absence rights pro-rated. The return date for the child care leave shall be at the start of a school year, or by a mutually agreed upon date between the teacher and the School District. A teacher on child care leave may request in writing to the Superintendent, and shall be granted, midterm assignment to a position for which the teacher is licensed, if such a vacancy arises and the teacher accepts that assignment. Midterm returns from a leave granted under this provision shall be for the remainder of the school year only. Assignments for the following school year shall be in accordance with Section 2 Subd. 2 of Article XII.

SECTION 2 - PROCEDURES FOR CHILD CARE LEAVE:

SUBDIVISION 1: Employees selecting a child care leave, intending to return at the start of the school year, must notify the Superintendent of their intention to return by March 1. If the employee has not notified the Superintendent by March 1, the School District will notify the employee as soon as possible that they will be considered terminated fifteen (15) days after receipt of this notification if the employee fails to respond.

SUBDIVISION 2: Teachers returning from a child care leave shall be guaranteed a position contingent on the rules governing seniority.

SUBDIVISION 3: A teacher selecting a child care leave shall be allowed to use accumulated DOOD leave, as provided in Article X, Section 1, Subd. 3, for any duty days of disability due to pregnancy or childbirth, during the term of the leave.

SUBDIVISION 4: If a teacher opts to forego maternity leave, insurance will be provided during the first 30 days of child care leave. Teachers on child care leave may continue coverage beyond the first 30 days by paying the group rate cost. Teachers wishing to continue any other insurance plans may do so by paying the group rate cost. Teachers participating in any of the insurance plans available shall prepay the School District on a quarterly basis. Teachers who cancel their participation shall not be eligible for the insurance until they return to work.

SECTION 3 - PATERNITY AND/OR ADOPTION LEAVE OF ABSENCE: This leave may be requested through the Superintendent by either parent for a maximum of twelve (12) months. Employees granted this leave shall have the same rights to insurance benefits as provided to teachers on maternity leave or child care leave depending on duration of the leave.

SECTION 4 - CONDITIONS FOR RETURN TO EMPLOYMENT: Under this Article conditions shall be the same as provided to teachers on maternity leave or child care leave depending on duration of the leave.

ARTICLE XIII

HOURS OF SERVICE

SECTION 1 - HOURS OF SERVICE: The teacher's basic day, exclusive of lunch, shall be 7 1/2 hours. All teachers shall be guaranteed a duty-free lunch period of at least 30 consecutive minutes each day.

SECTION - BUILDING HOURS: The specific hours at any individual building 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.

SECTION 3 - PREPARATION TIME: All teachers shall be afforded preparation time within the student day. For every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers.

SUBDIVISION 1: Elementary teachers shall have their preparation time in one (1) block or at the maximum two (2) blocks of equal time in the student contact day.

SUBDIVISION 2: Secondary teachers shall have their preparation time in one (1) block equal to a class period. If the class period does not equal the entitled preparation time, the remainder of time shall accumulate to provide an additional preparation class period in lieu of a supervisory assignment during a quarter / semester in junior or senior high school.

SECTION 4 - SECONDARY TEACHING ASSIGNMENTS:

SUBDIVISION 1: Secondary teachers shall not have more than a total of 180 students in their teaching assignment, which is inclusive of both A and B blocks. This restriction on number of students does not apply to teachers of performing arts. This subdivision may only be waived by agreement of the teacher, administration, and SEEM.

SECTION 5 - WORKING AT ATHLETIC EVENTS: Teachers shall not be required to work at athletic events.

SECTION 6 - ASSIGNMENTS IN ANOTHER SCHOOL DISTRICT:

SUBDIVISION 1: The following stipulations pertain to teachers who are assigned to teach in another school district. Teachers who are employed by the School District shall retain all rights, privileges, pay increments, and other benefits as they would accrue if they were maintained in the same educational facility or field of instruction. The teacher assigned to teach in another school district shall be furnished round-trip transportation or shall be paid mileage according to established School District rates. The time spent on required travel between districts shall not be considered as preparation time or lunch time.

SUBDIVISION 2: After posting the position(s), if a sufficient number of appropriately certified teachers do not volunteer for a shared assignment, the School District may assign teachers on an involuntary basis by seniority. The least senior, appropriately licensed teacher shall be required to accept the shared assignment.

SECTION 7 - VOLUNTARY TRANSFER WITHIN THE SCHOOL SYSTEM: In the event there is an opening in that field of duty for which a teacher is qualified, he/she may follow these directions to make said application for that position. The teacher must first make this request to his/her building principal. The respective principal shall make that decision which in his/her opinion is best for the School District programs. If the teacher is in disagreement with this decision, he/she may approach the Superintendent. If the Superintendent continues to support the recommendation of the building principal, the teacher in question may make an appeal to the School Board.

SECTION 8 - END OF SEMESTER WORKDAY: Teachers will be granted a workday without students at the end of each semester.

ARTICLE XIV

LENGTH OF SCHOOL YEAR

SECTION 1 - TEACHER DUTY DAYS: Pursuant to M.S.A. 120A.40, the School Board shall, prior to April 1 of each school year, establish the number of school days and teacher days for the next school year. These days are not to exceed one hundred eighty-two (182) for each school year.

SECTION 2 - EMERGENCY CLOSINGS: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. If a school is closed or dismissed for students due to emergency conditions beyond the control of the School District, teacher attendance will only be required for orderly dismissal of students and protection of School District property. There shall be no loss in teachers' salary. The Board reserves the right to make up any loss of student time due to emergency closing.

ARTICLE XV

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

SECTION 1 - PROCEDURES AND PROVISIONS: The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

(a) The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;

(b) Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed is negotiable except;

(c) Notwithstanding the provisions of paragraph (b), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses;

(d) Notwithstanding paragraphs (a), (b), and (c), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of paragraph (c) would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teacher with less seniority, or the provisionally licensed teacher;

(e) Notwithstanding paragraphs (a-d) no tier 4 teacher shall be placed on ULA while there is a tier 1 or tier 2 teacher in a position for which the tier 4 is licensed to teach

(f) Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is negotiable;

(g) Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 15 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board;

(h) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

- (i) The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;
- (j) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;
- (k) The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 5 and 7 must apply to placement on unrequested leave of absence;
- (l) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

SECTION 2 - SENIORITY TIE BREAKER: Each School District prior to consolidation must be considered to have started school on the same date each school year. If a tie in seniority should occur between two or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence or recall:

SUBDIVISION 1: In the event of a tie in seniority, a full-time teacher for the school year as defined in the master contract shall have seniority over other part-time teachers to the degree of their assignments (i.e. three-fourths over half-time).

SUBDIVISION 2: In the event of a tie in contract time, the teacher having the higher lane placement on the salary schedule as of October 31 shall be more senior.

SUBDIVISION 3: In the event of a tie in lane placement, the teacher having the higher current step placement on the salary schedule shall be more senior.

SUBDIVISION 4: In the event of a tie in step placement, the teacher with the most teaching experience at an accredited public K-12 school or college in the United States as provided in the teacher's original employment application on file in the teacher's personnel file shall be more senior.

SUBDIVISION 5: In the event a tie still remains, the teacher with the most academic areas of licensure shall be more senior.

SUBDIVISION 6: In the event a tie still remains, selection shall be at the discretion of the School District based upon criteria including: performance, training, experience, skills in special assignments, and other relevant factors.

SECTION 3 - REINSTATEMENT NOTIFICATION:

SUBDIVISION 1: When placed on unrequested leave, a teacher shall file his/her name and address 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.

SUBDIVISION 2: If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice by registered mail to all qualified teachers on the unrequested leave list. These teachers shall have fifteen (15) days from the date of such notice to indicate in writing their acceptance of the position. The School District shall then issue a contract to the senior teacher who has indicated their acceptance of the position. Failure to reply in writing within such fifteen (15) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and such teacher shall forfeit any future reinstatement or employment rights.

SECTION 4 - ESTABLISHMENT OF SENIORITY LIST:

SUBDIVISION 1: The School District will annually prepare a Seniority List by name, date of employment, area, and subject matter taught in current year. It shall thereupon post such list on or before November 1 in an official place in each school building of the School District.

SUBDIVISION 2: Any teacher whose name appears on the list and who may disagree with the list as presented annually shall have fifteen (15) calendar days from the date of posting to supply written documentation, proof, and request for the seniority change to the School Board. Within ten (10) calendar 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 as necessary.

SECTION 5 – REALIGNMENT: For purposes of placement on ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position in a subject matter or field in which the teacher has not successfully taught in within the past seven (7) years.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE DEFINITIONS: A “Grievance” is any dispute between the School District and SEEM or between School District and a teacher or group of teachers as to 1) interpretation of this Agreement 2) a charge of violation of this Agreement or 3) an alleged violation involving wages, hours, or working conditions resulting in unnecessary hardship.

SECTION 2 - REPRESENTATIVES: The teacher(s) or School District may be represented during any step of the procedure by any person or agent designated by such a party to act in their behalf.

SECTION 3 - DEFINITIONS AND INTERPRETATION:

SUBDIVISION 1: Time limits specified in this Agreement may be extended by mutual agreement.

SUBDIVISION 2: Days shall be considered “working” days as defined for the teacher except at the end of the school year. During the summer, days shall be defined as week days not designated as holidays.

SUBDIVISION 3: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

SUBDIVISION 4: 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. All notices must be sent to the office of the Superintendent.

SECTION 4 - PROCEDURE: Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed unless the parties mutually agree to alter the steps or waive the time lines. Failure by the School District to issue a decision at any step within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next step. Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SUBDIVISION 1: The grievance shall be orally presented to the employee’s principal within twenty (20) days after the employee knew or should have known of the violation.

SUBDIVISION 2: If there is no resolution of the dispute at Step 1 of this procedure within ten (10) days of the oral presentation, the grievance shall be reduced to writing, with a statement of the issues involved. This shall be presented to the principal who shall promptly transmit the written grievance to the Superintendent with the principal's response for handling in accordance with Step 3.

SUBDIVISION 3: The Superintendent shall establish a Step 3 hearing with the aggrieved individual(s) within ten (10) days after the employee(s) has filed the written grievance. The employee shall be allowed a reasonable number of representatives at the meeting. The Superintendent shall issue a decision in writing to the parties involved within five (5) days of this hearing. If settlement is not reached in Step 3 within three (3) days of the written decision, the grievance is referred to Step 4.

SUBDIVISION 4: Grievances referred to Step 4 shall be discussed between the Association and the School Board. This discussion shall take place within fifteen (15) days after the grievance has been referred to Step 4. If an agreement is reached as a result of this meeting, the School Board shall issue a disposition of the matter which shall be final and binding.

- A. If agreement is not reached, the grievant shall, within ten (10) days after the Step 4 meeting, notify, in writing, the Superintendent that arbitration is required.
- B. The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such a decision.

SUBDIVISION 5: Arbitration: In cases referred to Step 4, unless otherwise agreed, the parties shall request within ten (10) days a list of arbitrators supplied by the Bureau of Mediation Services. After the parties have received the list, they shall alternately strike names until there is one arbitrator remaining who shall preside over the hearing. The arbitrator shall set the time and place for the Step 5 hearing, the method of procedure and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of his power shall be binding on both parties with the limitations of PELRA-71 as amended.

SECTION 5 - EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party; a party requesting the transcript shall pay the expense of the same. The parties shall equally share fees and expenses of the arbitrator.

SECTION 6 - PARTICIPATION: Processing of all grievances shall occur after the close of the student contact portion of the teacher's workday whenever possible. Teachers shall not lose wages during their necessary participation in the grievance proceeding on the following basis:

- A. The number of teachers participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the School Board; or
- B. If the number of said administrative representatives participating on behalf of the School Board is less than three, three teachers may participate in the proceedings without loss of wages.

ARTICLE XVII

DURATION

SECTION 1 - TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021, unless mutually agreed. The parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2 - EFFECT: This agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the teachers of Independent School District No. 2310. 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 current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the terms 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 under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVIII

EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS TEACHERS

SECTION 1 - STATUTORY CONSIDERATIONS: Pursuant to Minnesota Statute 122A.26, any Early Childhood Family Education (ECFE) and/or School Readiness teacher who teaches in an early childhood and family education program which qualifies for community education aid or

ECFE aid must meet licensure requirements as a teacher. However, Minnesota Statute 122A.26 specifically provides that such licensure shall not be construed to bring such teacher onto the seniority list created for Sibley East Education Minnesota. This precludes ECFE/School Readiness teachers from the purposes of Minnesota Statutes 122A.40 Subd. 1 or Minnesota Statutes 122A.41 Subd. 1.

SECTION 2 - APPLICATION OF CONTRACT: The parties, SEEM and the Sibley East School District, recognize that the employment of ECFE/School Readiness teachers requires particular considerations in the agreement because of this unique employment relationship.

SECTION 3 - PROBATIONARY PERIOD: The probationary period of ECFE/School Readiness teachers shall be three (3) years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an employee, and the employee shall have no recourse to the grievance procedure. Upon completion of the probationary period, an employee may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

SECTION 4 - LAYOFF AND RECALL: ECFE/School Readiness teachers shall have seniority only as an ECFE/School Readiness teacher and shall have a separate seniority list consisting only of ECFE/School Readiness teachers. An ECFE/School Readiness teacher shall not have any rights to any other teaching position within the School District. ECFE/School Readiness teachers shall be laid off and recalled within order of seniority with other ECFE/School Readiness teachers. Thus, no teacher for the School District shall have any rights to any teaching program in the ECFE/School Readiness program.

SECTION 5 - COMPENSATION: ECFE/School Readiness teachers will follow the SEEM salary schedule in Appendix A.

APPLICABLE SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:

Article I Purpose

Article II Recognition of Exclusive Representation

Article III Definitions

Article IV School District Rights

Article V Teacher Rights

Article VI Basic Schedules and Rate of Pay

Article VII Extra Compensation

Article VIII Group Insurance

Article IX Severance Pay/Matching Annuities

Article X Leaves of Absence

Article XI Maternity Leave of Absence

Article XII Child Care, Paternity, and/or Adoption Leave of Absence

Article XIII Hours of Service

Article XIV Length of School Year

Article XV Unrequested Leave of Absence and Seniority Agreement

Article XVI Grievance Procedure

Article XVII Duration

Article XVIII Early Childhood Family Education/School Readiness Teachers

NON-APPLICABLE SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:

Appendix A Salary Schedule 2017-2018; 2018-2019

Appendix B Extra-Curricular Schedule 2017-2019

Appendix C Memorandum of Understanding

Appendix D Staff Development

Appendix E Pay for Tutoring Homebound Students

Appendix F Hiring/Rehiring of Retired Teachers

APPENDIX A

2021-2022 Salary Schedule

FISCAL YEAR 2022		BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
FIRST YEAR		1	2	3	4	5	6	7	8	9
STEP	1	38,445	39,691	40,936	42,182	43,428	44,673	45,919	47,163	48,408
	2	39,642	40,911	42,178	43,446	44,715	45,984	47,251	48,519	49,787
	3	40,838	42,129	43,420	44,712	46,003	47,294	48,585	49,876	51,167
	4	42,034	43,349	44,663	45,975	47,290	48,604	49,919	51,232	52,547
	5	43,230	44,567	45,904	47,241	48,578	49,915	51,252	52,588	53,926
	6	44,426	45,786	47,147	48,505	49,866	51,226	52,586	53,945	55,305
	7	45,622	47,005	48,388	49,771	51,153	52,536	53,919	55,302	56,685
	8	46,818	48,224	49,630	51,035	52,442	53,848	55,253	56,657	58,064
	9	48,015	49,443	50,872	52,300	53,729	55,157	56,586	58,014	59,443
	10	49,209	50,662	52,114	53,565	55,017	56,469	57,920	59,370	60,823
	11	50,405	51,880	53,356	54,829	56,304	57,779	59,253	60,727	62,202
	12	51,602	53,099	54,598	56,094	57,592	59,089	60,586	62,085	63,582
	13	52,797	54,318	55,839	57,359	58,880	60,401	61,921	63,440	64,961
	14	53,994	55,537	57,082	58,623	60,167	61,711	63,254	64,797	66,340
	15	55,190	56,756	58,323	59,889	61,455	63,021	64,588	66,154	67,720
	16	57,219	58,830	60,444	62,056	63,670	65,283	66,895	68,507	70,120
	17	58,884	60,543	62,203	63,863	65,522	67,182	68,841	70,500	72,160

2022-2023 Salary Schedule

		Lane								
FISCAL YEAR 2023		BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
SECOND YEAR		1	2	3	4	5	6	7	8	9
STEP	1	39,214	40,484	41,755	43,026	44,296	45,567	46,837	48,106	49,377
	2	40,435	41,729	43,022	44,315	45,609	46,903	48,196	49,489	50,783
	3	41,654	42,971	44,288	45,606	46,923	48,240	49,557	50,874	52,191
	4	42,875	44,216	45,556	46,895	48,236	49,576	50,917	52,257	53,597
	5	44,094	45,458	46,822	48,186	49,549	50,913	52,277	53,640	55,004
	6	45,314	46,701	48,090	49,475	50,863	52,251	53,638	55,024	56,411
	7	46,535	47,945	49,356	50,766	52,176	53,587	54,997	56,408	57,818
	8	47,754	49,188	50,623	52,056	53,491	54,925	56,358	57,790	59,225
	9	48,975	50,432	51,889	53,346	54,804	56,260	57,718	59,175	60,632
	10	50,193	51,675	53,156	54,636	56,117	57,598	59,078	60,558	62,039
	11	51,413	52,917	54,423	55,926	57,430	58,934	60,438	61,942	63,446
	12	52,634	54,161	55,690	57,216	58,744	60,271	61,798	63,326	64,853
	13	53,853	55,404	56,956	58,506	60,058	61,609	63,160	64,708	66,260
	14	55,074	56,647	58,223	59,796	61,371	62,945	64,519	66,093	67,667
	15	56,293	57,891	59,489	61,087	62,684	64,282	65,879	67,477	69,074
	16	58,363	60,007	61,653	63,297	64,943	66,588	68,232	69,878	71,523
	17	60,062	61,754	63,447	65,140	66,833	68,525	70,218	71,910	73,604

Year/s	Career Increment
18	\$500.00
19	\$750.00

20 & 21	\$1,000.00
22 & 23	\$1,250.00
24 & 25	\$1,500.00
26 & 27	\$1,750.00
28	\$2,000.00
29	\$2,250.00
30	\$3,000.00

APPENDIX B

2021-2023 EXTRA CURRICULAR SCHEDULE

Position	2020-2021 Salary Schedule	2021-22 Salary Schedule (3%)	2022-2023 Salary Schedule (3%)
ATHLETIC DIRECTOR	11660	12010	12370
TECHNOLOGY:			
COMPUTER LAB COORDINATOR (2 ONLY EACH AT LISTED PAY)	2287	2356	2427
DISTRICT TECHNOLOGY COOR. (1 ONLY)	4229	4356	4487
DISTRICT WEB COORDINATOR (1 ONLY)	2287	2356	2427
BUILDING TECHNOLOGY COORDINATOR (2 ONLY EACH AT LISTED PAY)	4232	4359	4490
CHEERLEADING:			0
FOOTBALL (1 ONLY) HOME & AWAY GAMES	1082	1114	1147
WRESTLING (1 ONLY) HOME & AWAY GAMES	1082	1114	1147
BOYS AND GIRLS BASKETBALL (1 ONLY) (HOME GAMES)	1389	1431	1474
ADVISORS/DIRECTORS:			
DEAN OF STUDENTS * ADDED TO LIST 2021-2022	2000	2060	2122
FFA ADVISOR (2 ONLY EACH AT LISTED PAY)	1878	1934	1992
PEP BAND	785	809	833
BAND (CONCERT/PROGRAM ADVISOR)	4553	4690	4831
VOCAL (CONCERT/PROGRAM ADVISOR)	2275	2343	2413
SWING CHOIR ADVISOR	2275	2343	2413
SPEECH ADVISOR	2968	3057	3149
ASSISTANT SPEECH ADVISOR	1409	1451	1495
STUDENT COUNCIL ADVISOR SENIOR HIGH	1269	1307	1346
STUDENT COUNCIL ADVISOR JUNIOR HIGH	1243	1280	1318
STUDENT COUNCIL ADVISOR ELEMENTARY (2 ONLY EACH AT LISTED PAY)	845	870	896
KNOWLEDGE BOWL ADVISOR (change from 5 to 4 @ \$550)	550	567	584
DECA ADVISOR	444	457	471
SCIENCE/INVENTORS FAIR ADVISOR (2 ONLY EACH AT LISTED PAY)	201	207	213

SCHOOL PATROL ADVISOR (2 ONLY EACH AT LISTED PAY)	444	457	471
PROM ADVISOR	1409	1451	1495
HOSA ADVISOR	1509	1554	1601
BIOLOGY CLUB * ADDED TO LIST 2021-2022		1500	1545
3-ACT PLAY DIRECTOR	2706	2787	2871
3-ACT PLAY ASSISTANT DIRECTOR	1354	1395	1437
1 ACT PLAY DIRECTOR	1407	1449	1492
ANNUAL - SENIOR HIGH	1788	1842	1897
ANNUAL - JUNIOR HIGH	887	914	941
SIBLEY SCOOP - DISTRICT FACEBOOK PAGE * ADDED TO LIST 2021-2022		1788	1842
DISTRICT ASSESSMENT COORDINATOR * ADDED TO LIST 2021-2022		2500	2575
FINE ARTS	1284	1323	1363
HIGH MILEAGE	887	914	941
NATIONAL HONOR'S SOCIETY	435	448	461

Coaches will remain or advance on steps while moving from left to right (higher held positions) but not from right to left. (Example, a coach may move from step three head coach to step three assistant coaches, but not step 3 assistant coach to Step 3 head coach.) Experience in coaching other district sports will be recognized.

HEAD COACHES	2020-2021	2021-2022	2022-2023
STEP 1	4687	4828	4973
STEP 2	4898	5045	5196
STEP 3	5108	5261	5419
ASST. COACHES/9TH			
STEP 1	3415	3517	3623
STEP 2	3523	3629	3738
STEP 3	3627	3736	3848
7TH / 8TH GRADE COACHES			
STEP 1	2616	2694	2775
STEP 2	2666	2746	2828
STEP 3	2722	2804	2888

2021-2022 Salary Schedule

		Lane								
FISCAL YEAR 2022		BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
FIRST YEAR		1	2	3	4	5	6	7	8	9
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	14	53,994	55,537	57,082	58,623	60,167	61,711	63,254	64,797	66,340
	15	55,190	56,756	58,323	59,889	61,455	63,021	64,588	66,154	67,720
	16	57,219	58,830	60,444	62,056	63,670	65,283	66,895	68,507	70,120
	17	58,884	60,543	62,203	63,863	65,522	67,182	68,841	70,500	72,160

2022-2023 Salary Schedule


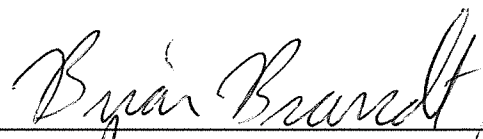
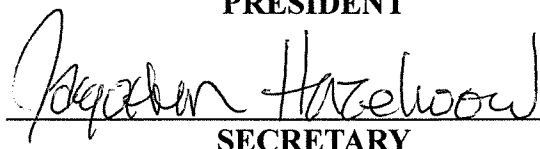
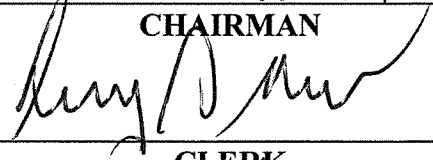
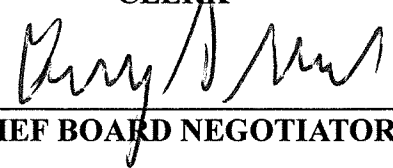
		Lane								
FISCAL YEAR 2023		BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
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	10	50,193	51,675	53,156	54,636	56,117	57,598	59,078	60,558	62,039
	11	51,413	52,917	54,423	55,926	57,430	58,934	60,438	61,942	63,446
	12	52,634	54,161	55,690	57,216	58,744	60,271	61,798	63,326	64,853
	13	53,853	55,404	56,956	58,506	60,058	61,609	63,160	64,708	66,260
	14	55,074	56,647	58,223	59,796	61,371	62,945	64,519	66,093	67,667
	15	56,293	57,891	59,489	61,087	62,684	64,282	65,879	67,477	69,074
	16	58,363	60,007	61,653	63,297	64,943	66,588	68,232	69,878	71,523
	17	60,062	61,754	63,447	65,140	66,833	68,525	70,218	71,910	73,604

APPENDIX C

MEMORANDUM OF AGREEMENT

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

SIBLEY EAST EDUCATION MINNESOTA INDEPENDENT SCHOOL DISTRICT No. 2310

 _____ PRESIDENT	 _____ CHAIRMAN
 _____ SECRETARY	 _____ CLERK
_____ CHIEF SEEM NEGOTIATOR	 _____ CHIEF BOARD NEGOTIATOR

Dated this 21 day of

March, 2022

Dated this 21 day of

March, 2022

APPENDIX D

MEMORANDUM OF AGREEMENT

STAFF DEVELOPMENT

This Memorandum of Agreement is entered into between SEEM and the School District commencing with the ratification of the 2017-2019 Master Agreement.

The parties agree to maintain a committee on staff development policy. The policy consists of the procedures, outcomes, distribution of funds and the number of committee members. The number of committee members shall be fifteen (15) with eight (8) of the members being teachers pursuant to M.S. 122A.60 and 122A.61. The eight (8) teachers shall be representative of all grade levels (four from secondary and four from elementary building sites. Those eight teachers shall be selected by SEEM with terms staggered as determined by policy. The committee shall meet no less than three (3) times a year, with one of the meetings being held during the last month of the school year to review the activities for that school year.



President, Sibley East Education, MN

3-21-22

Dated



Chairperson, ISD No. 2310

3-21-22

Dated


APPENDIX E

MEMORANDUM OF AGREEMENT

PAY FOR TUTORING HOMEBOUND STUDENTS

This Memorandum of Agreement is entered into between SEEM and the School District commencing with the ratification of the 2017-2019 Master Agreement.

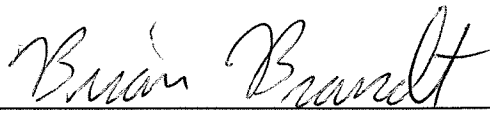
Teachers who accept an assignment to tutor homebound students outside the school day, will be compensated on a per hour rate as determined by pro-rating the annual salary of a teacher at BA, Step 1 on the current year salary matrix.



President, Sibley East Education, MN

3-21-22

Dated



Chairperson, ISD No. 2310

3-21-22

Dated

APPENDIX F

Memorandum of Agreement for Special Education Teachers

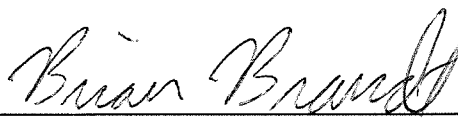
This memorandum of Agreement is entered into between SEEM and the School District commencing with the ratification of the 2017-2019 Master agreement. For the period of this Master Agreement each special education teacher may request from the administration additional time to complete their IEPs. Further, the parties agree to maintain a record of the time requested and the time authorized for review at the end of this agreement.



President, Sibley East Education, MN

3-21-22

Dated



Chairperson, ISD No. 2310

3-21-22

Dated

APPENDIX G

MEMORANDUM OF AGREEMENT

HIRING/REHIRING OF RETIRED TEACHERS

This Memorandum of Agreement is entered into between SEEM and the School District commencing with the ratification of the 2017-2019 Master Agreement.

The parties agree to the following provisions:

- o **Section 1.** Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.
- o **Section 2.** Tenure Status: District 2310 retired teachers who are rehired with no break in service since the teacher's retirement date will be tenured immediately upon re-employment unless the teacher individually enters into an agreement with District 2310 to waive tenure rights.
- o **Section 3.** Continuing Contract: Continuing contract rights for returning retirees cannot be unilaterally waived by the local union; however, returning retirees may waive those rights themselves.
- o **Section 4.** Seniority Date: The seniority date for all rehired retired teachers will be the most recent employment date.
- o **Section 5.** Compensation: District 2310 retired teachers who are rehired by the School District shall be compensated based on their placement on the salary schedule at the time of retirement excluding career increments.
- o **Section 6.** Health Insurance: Retired teachers who are hired/rehired by the School District and who are receiving retiree health benefits shall not qualify for such benefits under Article VIII, Sect. 2.
- o **Section 7.** Life Insurance and Long-Term Disability: Retired teachers who are hired/rehired by the School District, and who are eligible shall qualify for life insurance and long term disability insurance benefits under Article VIII Sections 3 and 4.
- o **Section 8.** 403B: A rehired, retired teacher shall not participate in the District sponsored 403B Match plan.
- o **Section 9.** Sick leave and Personal Leave: A rehired, retired teacher will begin accruing sick leave and personal leave as a beginning teacher.
- o **Section 10.** Renewal of Contract: The contract for rehired, retired teachers shall be subject to renewal on an annual basis, before June 1st.

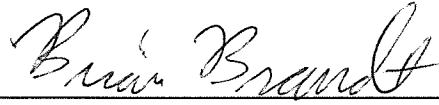
- o **Section 11.** Union Participation: Rehired retirees must join the SEEM as active members or pay the fair share



President, Sibley East Education, MN

3-21-22

Dated



Chairperson, ISD No. 2310

3-21-22

Dated