

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 857

LEWISTON, MINNESOTA

AND

EDEDUCATION MINNESOTA - LEWISTON-ALTURA

July 1, 2019 – June 30, 2021

TABLE OF CONTENTS

ARTICLE I: PURPOSE..... 11

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE 11

 Section 1. Recognition. 11

 Section 2. Appropriate Unit. 11

ARTICLE III: DEFINITIONS 11

 Section 1. Terms and Conditions of Employment. 11

 Section 2. Teacher. 12

 Section 3. School District..... 12

 Section 4. Shared Teacher..... 12

 Section 5. Other Terms. 12

ARTICLE IV: SCHOOL DISTRICT RIGHTS 12

 Section 1. Inherent Managerial Rights..... 12

 Section 2. School Board Responsibilities. 12

 Section 3. Effect of Rules and Regulations..... 13

 Section 4. Reservation of Managerial Rights..... 13

ARTICLE V: TEACHER RIGHTS 13

 Section 1. Right to Join. 13

 Section 2. Request for Dues Checkoff. 13

 Section 3. Remittance. 14

Section 4. Credit Union..... 14

Section 5. Mutual Funds. 14

Section 6. Personnel Files. 14

 Subd. 1. Right to Review Files. 14

 Subd. 2. Placing Material in Files. 15

 Subd. 3. Copying Materials..... 15

 Subd. 4. Right to Destroy Files. 15

Section 8. Sharing. 15

Section 10. Agreement Copies..... 15

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY 15

 Section 1. Status of Salary Schedule..... 15

 Section 2. 2019-2020 and 2020-2021 Salary Schedules..... 16

 Section 3. 2019-2020 and 2020-2021 Extra-Pay Schedules. 16

 Section 4. Placement on Salary Schedule. 16

 Subd. 1. College Credits. 16

 Subd. 2. Non-College Credits. 17

 Subd. 3. Effective Date. 17

 Subd. 4. Newly Hired Teachers. 17

 Subd. 5. Substitute Teachers. 17

 Section 5. Pay Period. 18

Section 6. Deductions. 18

Section 7. Emergency Duty. 18

ARTICLE VII: INSURANCE 18

Section 1. Health and Hospitalization Insurance. 18

Subd. 1. Insurance. 18

Subd. 2. Hold Harmless. 19

Subd. 3. Part-Time Proration. 19

Section 2. Disability Insurance. 19

Section 3. Dental Insurance. 19

Section 4. Continuation of Benefits. 19

Section 5. Policy Copies. 19

ARTICLE VIII: TAX-SHELTERED ANNUITY MATCHING PROGRAM (PLAN A),
MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN (PLAN
B), AND MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN
- MANDATORY TEACHER CONTRIBUTIONS..... 20

Section 1. Teachers Employed Beginning with the 1980-1981 School Year, Tax-Sheltered
Annuity Matching Program (Plan A)..... 20

Subd. 1. Participation. 20

Subd. 2. Annual Open Enrollment Dates for Plan A. 20

Subd. 3. Participating Companies. 20

Subd. 4. Salary Deduction..... 21

Subd. 5. Administration of Plan..... 21

Subd. 6. Insurance Options for Retiring Teachers – (Plan A). 21

Subd. 8. Health and Hospitalization Insurance Benefits Cease Upon Death..... 21

Subd. 9. Payments. 22

Subd. 10. Unpaid, Unused Sick Leave Pay Allocated for Health and Hospitalization
Insurance. 22

Section 2. Teachers Employed Beginning With The 2001-2002 School Year, Minnesota State
Retirement System Health Care Savings Plan (Plan B)..... 22

Subd. 1. Participation. 22

Subd. 2. Participating Companies. 22

Subd. 3. Salary Deduction..... 23

Subd. 4. Administration of Plan..... 23

Subd. 5. Insurance Options for Retiring Teachers. 23

Section 3. Minnesota State Retirement System Health Care Savings Plan - Mandatory Teacher
Contributions..... 23

Subd. 1. Category 1..... 23

Subd. 2. Category 2..... 23

Subd. 3. Category 3..... 23

Subd. 4. Category 4..... 24

Subd. 5. Hold Harmless. 24

ARTICLE IX: LEAVES OF ABSENCE..... 24

Section 1. Sick Leave..... 24

 Subd. 1. Number of Days per Year. 24

 Subd. 2. Accumulation..... 24

 Subd. 3. Sick Leave Pay..... 24

 Subd. 4. Days Used Deducted from Accrued Days. 24

 Subd. 5. Sick Leave Approval. 25

 Subd. 7. Medical Certificate. 25

 Subd. 8. Sick Leave Bank Committee. 25

Section 2. Workers' Compensation. 26

Section 3. Paternity Leave. 26

Section 4. Bereavement Leave..... 26

Section 5. Personal Leave. 26

 Subd. 1. Three Days per Year. 26

 Subd. 2. Requests Two Days in Advance. 27

 Subd. 3. Banked Personal Leave..... 27

 Subd. 4. Days that Personal Leave is Not Allowed. 27

 Subd. 5. Personal Leave Buy Back. 27

Section 6. Organization Office Leave..... 27

Section 7. Public Office Leave. 28

Section 8. Child Care Leave. 28

 Subd. 1. Unpaid Child Care Leave. 28

 Subd. 2. Written Notice to Superintendent. 28

 Subd. 3. Pregnancy Leave, Use of Sick Leave. 28

 Subd. 4. Child Care Leave for Adoption. 29

 Subd. 6. Child Care Leave Limits. 29

 Subd. 7. Assignment upon Return. 29

 Subd. 8. Failure to Indicate Intent to Return. 29

 Subd. 9. Experience Credit Maintained. 30

 Subd. 10. Reimbursement of Insurance Premiums. 30

Section 9. Military Leave. 30

Section 10. Sabbatical Leave. 30

 Subd. 1. Eligibility Requirement. 30

 Subd. 2. Required Credit Hours. 30

 Subd. 3. Travel Itinerary. 31

 Subd. 4. Application Timeline. 31

 Subd. 5. One Teacher at a Time. 31

 Subd. 6. Sabbatical Leave Pay. 31

 Subd. 7. Criteria for Selecting Candidates. 31

Subd. 8. Post-Leave Obligation. 32

Subd. 9. Experience Credit Maintained. 32

Section 11. Exclusive Representative Leave. 32

Section 12. Study Leaves. 32

Section 13. Jury Duty. 33

Section 14. Emergency Leave. 33

 Subd. 1. Number of Days per Year. 33

 Subd. 2. Emergency Leave Approval. 33

 Subd. 3. Extended Use. 34

ARTICLE X: HOURS OF SERVICE 34

 Section 1. Building Hours. 34

 Section 2. Lunch Period. 34

 Section 3. Extra Time. 34

 Section 5. Special Education Individual Educational Plans (IEP) Meetings 34

ARTICLE XI: LENGTH OF THE SCHOOL YEAR 35

 Section 1. Length of the School Year. 35

ARTICLE XII: GRIEVANCE PROCEDURE 35

 Section 1. Grievance Definition. 35

 Section 3. Definitions and Interpretations. 35

 Subd. 1. Time Limits. 35

Subd. 2. Days Defined. 35

Subd. 3. Computing Time Periods. 35

Section 4. Time Limitation and Waiver. 36

Section 5. Procedures. 36

Subd. 1. Level 1. 36

Subd. 2. Level 2. 36

Subd. 3. Level 3. 37

Subd. 4. Level 4. 37

Subd. 5. Arbitration Expenses. 37

Subd. 6. Extending Timelines. 38

Subd. 7. Reprisals. 38

Section 6. School Board Review. 38

ARTICLE XIII: UNREQUESTED LEAVE OF ABSENCE (ULA), SENIORITY, AND SEVERANCE 38

Section 1. ULA. 38

Section 2. Assignability. 38

Section 3. Seniority List. 39

Section 4. Severance. 39

Subd. 1. Qualification. 39

Subd. 3. Payment. 39

2019-2021 Education Minnesota Lewiston Altura Master Agreement	10
ARTICLE XIV: PROFESSIONAL VISITATION.....	40
ARTICLE XV: DURATION	40
Section 1. Term and Reopening Negotiations.	40
Section 2. Effect.....	40
Section 3. Severability.	40
APPENDIX A1	41
2019-2020 Salary Schedule	41
Appendix A2.....	41
2020-2021 Salary Schedule	41
Appendix B1	43
Extra Pay Schedule 2019-2020.....	43
Appendix B2.....	45
Extra Pay Schedule 2020-2021	45
AUTHORIZATION.....	48

ARTICLE I: PURPOSE

This Agreement is entered into between Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the School District, and Education Minnesota – Lewiston-Altura, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, M.S. 179A.01 to M.S. 179A.25, and its amendments, 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 Education Minnesota Lewiston-Altura as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all teachers of the School District as defined in this Agreement and in the PELRA.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment. The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The term is subject to the provisions of the PELRA.

Section 2. Teacher. The word, "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota but shall not include Superintendent, assistant superintendent, principal, and assistant principals who devote more than 50% of their time to administrative duties, confidential employees, supervisory employees, essential employees, daily substitute teachers who do not teach for more than 30 working days for the same teacher, and such other employees excluded by law.

Section 3. School District. For the purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 4. Shared Teacher. The term, "shared teacher," shall mean any teacher contracted by the School District and assigned duties in another school district.

Section 5. 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. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules and Regulations. The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its 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.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: TEACHER RIGHTS

Section 1. Right to Join. Pursuant to the PELRA, every teacher employed by the School District shall have the right to freely organize, join, and support the Exclusive Representative for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection and shall have the right not to organize, join, and support the Exclusive Representative.

Section 2. Request for Dues Checkoff. Any teacher who is a member of the Exclusive Representative or who has applied for membership may sign and deliver to the School District an assignment authorizing the deduction from salary of membership dues for the Exclusive Representative, including Education Minnesota and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1

and October 1 of any year. Pursuant to such authorization, the School District shall deduct such dues in equal installments from each regular salary check of the teacher for the duration of the teacher's individual teaching contract year. Dues deductions will begin on October 1 and end on June 30 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the annual teacher's individual teaching contract.

Section 3. Remittance. With respect to all sums deducted by the School District, the School District shall remit to the Exclusive Representative, within 10 calendar days, the total amount deducted. The School District shall annually provide a list of teachers for whom such deductions have been made. The Exclusive Representative agrees to advise the School District of all members of the Exclusive Representative in good standing and to furnish all information needed to fulfill the provisions of this section.

Section 4. Credit Union. Upon receipt of signed authorization from any teacher requesting such service, the School District agrees to deduct a fixed amount from each check as payment to a credit union or other institution of the teacher's choice.

Section 5. Mutual Funds. Upon receipt by the Business Office of signed authorization by September 1 and/or January 1, the School District agrees to deduct from the teacher's salary payment contributions to mutual fund investment companies or corporations as designated by the teacher.

Section 6. Personnel Files.

Subd. 1. Right to Review Files. Each teacher shall have the right, upon written request to the Superintendent, to review the contents of his/her own personnel file. This file will be made available within 24 hours, excluding holidays and weekends, of the request.

Subd. 2. Placing Material in Files. No material may be placed in a teacher's personnel file without allowing the teacher an opportunity to file his/her response to it, and said response shall become a part of said file in accordance with the procedures of Minnesota Statute (M.S.) 122A.40, Subd. 19, as amended.

Subd. 3. Copying Materials. Any teacher shall have the right to request a reproduction of any of the contents of his/her personnel file at the teacher's expense.

Subd. 4. Right to Destroy Files. The School District may destroy files as provided by law.

Section 8. Sharing. When the School District enters into an agreement to share a teacher with another School District, the teacher shall be covered by the provisions of this Master Agreement.

Section 9. Use of Buildings. The Exclusive Representative and its representatives shall have the right to use School District buildings for meetings provided that such use does not interrupt School District operations. When special custodial service is required, the School District may make a charge for it. No charge shall be made for use of available rooms on days school is in session during the hours between 7:00 a.m. and 8:30 p.m.

Section 10. Agreement Copies. The official copy of the final Agreement will be archived in electronic format by the School District.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

Section 1. Status of Salary Schedule. The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Agreement is fully ratified. Upon the successor Agreement being

ratified, salaries will be adjusted to reflect any increases in salary. Any salary amount not paid due to the successor Agreement being ratified after the previous Agreement expires will be paid retroactively from the start of the Agreement until the date that it was ratified.

Section 2. 2019-2020 and 2020-2021 Salary Schedules. The wages and salaries reflected in APPENDIX A, attached hereto, shall be part of the Agreement. The lanes in APPENDIX A are based on semester credits.

Section 3. 2019-2020 and 2020-2021 Extra-Pay Schedules. The wages and salaries reflected in APPENDIX B1 and APPENDIX B2, attached hereto, shall be a part of the Agreement.

Section 4. Placement on Salary Schedule. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. College Credits. College credits used to change lanes on the salary schedule must have been earned from a college or university. If college credits earned by attending a workshop are to be used for lane change credits, the entire cost of the workshop, including registration fees and other expenses, except substitute teacher pay, must be reimbursed to the School District. In order to apply to salary schedule lane changes, credits must meet these criteria:

1. All credits must have prior, written approval from the Superintendent.
2. Master's program courses approved by the granting institution must be presented to the Superintendent for approval at the onset of the program.
3. All graduate credits must be germane to the teaching assignment, and the teacher must have received a grade of "B" or better.
4. Acceptability of credits in question will be determined by a review committee made up of the Teachers' Rights Representatives, Principals, and the Superintendent.
5. All credits beyond the master's lane must be graduate credits and be earned subsequent to the earning of the degree.

Subd. 2. Non-College Credits. Non-college credit for teacher training workshops taken outside the normal school day must be germane to the teaching assignment. Credits shall be granted at the rate of one credit for each 10 hours of workshop participation for workshops taken outside the school day. Any lane change may not contain more than four workshop credits. Teachers who choose to take workshops for credit shall reimburse the School District for all registration fees and other expenses. Certificates for workshops to be used for lane change credits must be turned into the School District Office within 30 days of attending the workshop.

Subd. 3. Effective Date. Requests for changes in salary due to lane changes will require an official transcript as proof of successful completion of credit and must be submitted prior to February 1 and September 1. Approval of lane changes will be considered at the next regularly scheduled School Board meeting after the required official transcript of credit with final grade and a completed lane change application has been received by the Superintendent. Payment for the new lane change will be effective on February 1st, and September 1st if the request for the lane change is received prior to the respective date and the School Board approves the request even if the approval meeting comes after the designated date.

Subd. 4. Newly Hired Teachers. Newly hired teachers shall be placed on such step of the salary schedule as agreed between the School District and the teacher.

Subd. 5. Substitute Teachers. Rules for placement on the salary schedule shall not apply to substitute teachers. Daily substitute teachers shall be paid at a rate to be determined by the School Board. Long-term substitute teachers (those hired in excess of 30 days to

replace the same teacher) shall be paid, on a pro-rated basis, based on “step A” of the “BA lane” of the salary schedule.

Section 5. Pay Period. Teachers will be paid twice monthly per the pay schedule established by the District Business Office.

Section 6. Deductions. All deductions for partial absences will be made on the length of the work day and week. The daily rate, for purposes of calculating deductions, is 1/185th of the annual salary of the teacher.

Section 7. Emergency Duty. A teacher substituting in a study hall or classroom during his/her preparation period will be compensated at his/her hourly rate based on his/her annual salary, divided by 185 days, divided by 7.5 hours.

ARTICLE VII: INSURANCE

Section 1. Health and Hospitalization Insurance. The School District shall contract with an insurance carrier(s) to provide health and hospitalization insurance for each teacher and his/her eligible dependents as long as those teachers qualify for and are enrolled in the School District’s group health and hospitalization plan. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Insurance. The School District will contribute an amount not to exceed \$500.00 per month for single health and hospitalization insurance coverage; the School District will contribute an amount not to exceed \$800.00 per month for non-single health and hospitalization insurance coverage. In the event a married couple is employed by the School District, one or both teachers are in the School District, and both are eligible to receive coverage, the married couple may combine and apply the two School District

contributions toward one non-single coverage policy. The dollar amount applies to health and hospitalization insurance only.

Subd. 2. Hold Harmless. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 3. Part-Time Proration. Part-time teachers may be eligible to participate in the School District's health and hospitalization insurance plan. The School District's contribution will be a pro-rated amount reflecting the ratio of the teacher's assignment to that of a full-time teacher. Participation eligibility is contingent upon acceptance by the insurance carrier.

Section 2. Disability Insurance. The School District shall provide disability insurance for each full-time teacher who qualifies for and is enrolled in the School District's group long-term disability insurance plan. Benefits shall be payable upon the 90th consecutive calendar day of disability.

Section 3. Dental Insurance. Employees may choose to participate in the district's group dental plan at the employee's expense.

Section 4. Continuation of Benefits. In the event that a teacher is absent because of illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year.

Section 5. Policy Copies. The School District shall distribute copies of all insurance policies to each teacher covered by said insurance.

**ARTICLE VIII: TAX-SHELTERED ANNUITY MATCHING PROGRAM (PLAN A),
MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN
(PLAN B), AND MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE
SAVINGS PLAN - MANDATORY TEACHER CONTRIBUTIONS**

Section 1. Teachers Employed Beginning with the 1980-1981 School Year, Tax-Sheltered

Annuity Matching Program (Plan A). Teacher employed after the beginning of the 1980-1981 school year are not eligible to participate in Plan A. Teacher employed after the beginning of the 1980-1981 school year and those teachers hired prior to the beginning of the 1980-1981 school year who are already enrolled in Plan B will be eligible to participate in the School District's tax-sheltered annuity plan based up the following provisions.

Subd. 1. Participation. The School District will contribute up to \$750 annually paid toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. In addition, the School District will make a contribution of \$175 per year into each Plan B teacher's Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Annual Open Enrollment Dates for Plan A. The annual open enrollment dates for Plan B 403b participation or changes may occur at any time of each respective year.

Subd. 3. Participating Companies. To be an eligible 403b vendor, a signed "Information Sharing Agreement" must be on file between the School District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective January 1, 2009.

Subd. 4. Salary Deduction. The salary deduction for participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 5. Administration of Plan. The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 6. Insurance Options for Retiring Teachers – (Plan A). Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be paid under the provisions of Subd. 7. below or at the teacher's own expense when sick leave days expire.

Subd. 7. Unused Sick Leave. Unused sick leave days may be converted into paid group health and hospitalization insurance at the following rate: for each 30 days of unused sick leave up to 300 days, the retired teacher shall be granted one year of School District contribution toward the retired teacher's group health and hospitalization insurance premium on the same basis (family or single) as at the time of his/her retirement; however, the School District's contribution shall be limited to no more than \$300 per month. Also, payment for any unused sick leave days, less those days converted into insurance, will be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Subd. 8. Health and Hospitalization Insurance Benefits Cease Upon Death. Benefits under this provision shall cease upon death of the teacher except when both husband and wife have been employed by the School District until retirement (and both have been

eligible to receive insurance coverage), in which case the survivor will have continued coverage under the provisions of this article.

Subd. 9. Payments. If a teacher dies with a portion of his/her unused sick leave unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Subd. 10. Unpaid, Unused Sick Leave Pay Allocated for Health and Hospitalization Insurance. If a retired teacher dies before reaching the age of eligibility for Medicare, the unused days allocated for insurance shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Section 2. Teachers Employed Beginning With The 2001-2002 School Year, Minnesota State Retirement System Health Care Savings Plan (Plan B).

Subd. 1. Participation. For all teachers beginning employment with the School District under the 2001-2003 and subsequent Master Agreements, the School District will contribute up to \$750 annually paid toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. In addition, the School District will make a contribution of \$475 per year into the Minnesota State Retirement System Health Care Savings Plan. Teachers beginning employment with the School District on or after the beginning of the 2001-2002 school year are not eligible to participate in Plan A or Plan B.

Subd. 2. Participating Companies. To be an eligible 403b vendor, a signed "Information Sharing Agreement" must be on file between the School District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective

January 1, 2009.

Subd. 3. Salary Deduction. The salary deduction for participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 4. Administration of Plan. The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 5. Insurance Options for Retiring Teachers. Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be at the teacher's own expense.

Subd. 6. Unused Sick Leave. Upon retirement from the School District, payment for a teacher's unused sick leave days shall be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Section 3. Minnesota State Retirement System Health Care Savings Plan - Mandatory

Teacher Contributions. Teachers will be required to contribute a set amount to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 1. Category 1. Teachers hired before September 1, 1990, will contribute \$100 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Category 2. Teachers hired on or after September 1, 1990, and before September 1, 1998, will contribute \$50 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 3. Category 3. Teachers hired on or after September 1, 1998, and before September 1, 2001, will contribute \$45 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 4. Category 4. Teachers hired on or after September 1, 2001, will contribute \$35 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 5. Hold Harmless. The School District's only obligation is to deduct such amounts as designated in this section and to deposit such amounts in the individual teacher's designated Minnesota State Retirement System Health Care Savings Plan. No claim shall be made against the School District as a result of a determination that the above categories are not legal.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick Leave. "Sick leave" shall be defined as any absence due to an illness and/or debilitating condition.

Subd. 1. Number of Days per Year. All teachers shall earn ~~10~~⁹ days of sick leave each year of employment in the School District. A "day" will be interpreted to mean the teacher's work day. One additional day shall be earned for each month employed beyond the regular school year.

Subd. 2. Accumulation. Accumulation of unused sick leave days shall be unlimited. Each teacher shall receive a written notice of the total number of accumulated sick leave days each school year.

Subd. 3. Sick Leave Pay. "Sick leave" with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to an illness or debilitating condition, or medical related appointment which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Days Used Deducted from Accrued Days. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Sick Leave Approval. Sick leave pay shall be approved only upon submission of a signed authorized sick leave pay request card available in the School District Office.

Subd. 6. Use of Sick Leave without Salary Deduction. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. A teacher may use his/her accumulated sick leave pursuant to M.S. 181.9413.

Subd. 7. Medical Certificate. The School District may require a 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. 8. Sick Leave Bank Committee. At the beginning of each school year, the Exclusive Representative will elect a sick leave bank committee. At that time, all nonparticipating teachers who wish to participate in the established sick leave bank will be assessed one day of sick leave. Participating teachers who exhaust their personal, accumulated sick leave allowance due to an extended illness may be allowed necessary withdrawals from the common bank. The sick leave committee shall have the power to accept or reject any requests for additional sick leave days. Every teacher requesting sick leave from the bank must wait five days before receiving any sick leave. If at any time during the school year the bank does not contain sufficient days, each participating teacher must contribute one more sick leave day. A participating teacher who has utilized sick leave credit from the sick leave bank shall repay those days credited. The first year following a withdrawal, a teacher shall repay four days. In the following years, the

indebted teacher may not accumulate more than 10 days until his/her debt to the bank is paid in full. A teacher may withdraw from participation in the sick leave bank at the beginning of any school year. In case of such withdrawal, a teacher's contributed days will remain in the bank. In order to qualify for use of days from the sick leave bank, an illness must meet the following criteria:

1. be a personal illness - not family illness or bereavement leave;
2. surgery must be of an emergency nature;
3. repayment of sick leave bank days following voluntary resignations will be determined on a case-by-case basis by a committee consisting of the sick leave bank chair, the president of the Exclusive Representative, and the Superintendent, or their representatives.

Section 2. Workers' Compensation. Pursuant to M.S. Chapter 176, a teacher injured on the job in the employment of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Paternity Leave. Up to two days of paternity leave may be granted to a teacher for the birth of his child. The absence, however, shall be deducted from the teacher's accumulated sick leave.

Section 4. Bereavement Leave. Bereavement leave shall be granted to all teachers without salary deduction. The days used, however, shall be deducted from the teacher's accumulated sick leave. The exact number of days will be determined by the Superintendent.

Section 5. Personal Leave.

Subd. 1. Three Days per Year. Each teacher will be granted two days of personal leave per year. Personal leave time must be taken in at least ¼ day increments.

Subd. 2. Requests Two Days in Advance. Written requests for personal leave must be submitted to the teacher's supervising administrator at least two working days in advance of the leave. No more than three personal leaves will be allowed each day.

Subd. 3. Banked Personal Leave. If personal leave days are not used by the teacher, he/she may elect to have the day(s) either banked in a personal leave account for up to a total of 5 banked days or deposited into his/her sick leave at the rate of one day per each unused personal leave day remaining. Once a teacher has banked days, he/she may take all the days in succession if he/she so chooses with the same conditions as outlined in Subds. 1. and 2. above. A teacher is limited to using five consecutive days of personal leave to one time every two years.

Subd. 4. Days that Personal Leave is Not Allowed. Personal leave may not be used on days that parent/teacher conferences are scheduled.

Subd. 5. Personal Leave Buy Back. At the teacher's written request, the School District will buy back up to two days of unused personal leave at the end of the school year and pay the teacher at the current rate of pay for a substitute teacher per day.

Section 6. Organization Office Leave. An unpaid leave of absence of up to one year shall be granted to any full-time teacher upon written application to the Superintendent for the purpose of serving as an officer of Education Minnesota or the National Education Association or on its staff. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to the taking of this leave unless previously discharged or placed on unrequested leave of absence. By April 1 of the year in which the leave is being taken, the teacher must notify the School Board in writing of his/her intent to return or not to return. Failure to so notify shall constitute automatic termination.

Section 7. Public Office Leave. An unpaid leave of absence, not to exceed the term of the office, shall be granted to any full-time teacher, upon written application, for the purpose of serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Section 8. Child Care Leave.

Subd. 1. Unpaid Child Care Leave. An unpaid child care leave may be granted by the School District, subject to the provisions of this section, to one teacher-parent of a child, provided such parent is caring for an infant child on a full-time basis.

Subd. 2. Written Notice to Superintendent. A teacher making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three calendar months before commencement of the intended leave unless otherwise approved in writing by the Superintendent.

Subd. 3. Pregnancy Leave, Use of Sick Leave. If the reason for child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by the child care leave. A pregnant teacher will also provide, at the time of application, a statement from her physician indicating the expected date of delivery. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 4. Child Care Leave for Adoption. The School District shall grant a child care leave of up to one year to any teacher who makes a written application for such leave for adoption. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 5. Beginning or Ending Time Adjustments. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with the closest natural break in the school year - i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year. The availability of a substitute teacher may also be considered by the School District.

Subd. 6. Child Care Leave Limits. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

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

Subd. 7. Assignment upon Return. A teacher returning from child care leave shall be assigned to the position which he/she left if he/she returns during the school year in which the leave was granted unless previously discharged or placed on unrequested leave of absence.

Subd. 8. Failure to Indicate Intent to Return. Failure of the teacher to indicate his/her intent to return by April 1 of the year in which the leave is being taken shall constitute

grounds for termination. The School District and the teacher may mutually agree in writing to an extension in the leave.

Subd. 9. Experience Credit Maintained. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Reimbursement of Insurance Premiums. A teacher who takes leave under this section for the reason of caring for an infant child who exceeds six weeks of age shall reimburse the School District for the insurance premiums starting in the seventh week and beyond. The teacher must notify the School District prior to the start of the fifth week of disability if he/she plans to take child care leave after the six-week period of disability.

Section 9. Military Leave. Military leave shall be granted pursuant to applicable law.

Section 10. Sabbatical Leave. A sabbatical leave of absence for up to a year may be granted to teachers who are presently teaching full-time, subject to School Board approval, for the purpose of professional advancement or travel, subject to the following conditions.

Subd. 1. Eligibility Requirement. In order to be eligible for sabbatical leave, a teacher must have taught full-time in the School District for at least six full years.

Subd. 2. Required Credit Hours. If sabbatical leave is granted for the purpose of study at the master's degree level, the teacher must complete at least 12 credit hours of work during each semester for which the leave is granted. Work beyond the master's degree requires at least nine credit hours each semester.

Subd. 3. Travel Itinerary. If the sabbatical leave is granted for the purpose of travel, the itinerary must be approved in writing by the Superintendent before the leave will be granted.

Subd. 4. Application Timeline. A written application for sabbatical leave must be submitted on or before February 1 for leave taking effect during the next school year. The School Board will render a decision concerning the request for sabbatical leave on or before the regularly scheduled March School Board meeting. The applicant will receive written confirmation of the School Board's decision within three working days of that decision. Sabbatical leave may also be granted to teachers under unique circumstances upon approval of the School Board.

Subd. 5. One Teacher at a Time. Only one teacher may be on sabbatical leave at any time

Subd. 6. Sabbatical Leave Pay. The pay granted to a teacher on sabbatical leave shall be one-half the pay which would have been received by the teacher had he/she remained in his/her position.

Subd. 7. Criteria for Selecting Candidates. In order that all applicants be given equal consideration and in case the number of requests exceeds the limitations, the School Board agrees to use the following criteria in selecting the candidates for sabbatical leave:

1. the merit of the objectives as they relate to improving the instructional program;
2. years of teaching experience in the School District;
3. previous leaves;
4. distribution of applicants by schools;
5. evidence of acceptance of the teacher's program or project by the institution offering the advance study, research, or itinerary;

Subd. 8. Post-Leave Obligation. A teacher who is granted sabbatical leave must pledge himself/herself to return to his/her former position with the School District for a period of at least two years following termination of the leave. If the teacher's service is discontinued for any reason other than the teacher's incapacity to teach before the expiration of the two years, he/she shall pay back to the School District a pro-rata of the sabbatical pay received.

Subd. 9. Experience Credit Maintained. Unless previously discharged or placed on unrequested leave of absence, a teacher, upon return from a sabbatical leave, shall be restored to his/her former position or a position of like nature and status and shall be continued at the same position on the salary schedule as if he/she had taught in the School District during such period. He/she shall maintain tenure and insurance benefits, accumulated sick leave, and all other accrued benefits provided in this Agreement.

Section 11. Exclusive Representative Leave. The Exclusive Representative shall be credited with six days during the two-year Agreement term, with no more than five days to be used in any one year. The number of days shall not accumulate from one two-year Agreement term to another. The teachers who are officers or agents of the Exclusive Representative may use these days, with pay. Written request for such leave days shall be made through the president of the Exclusive Representative. The Exclusive Representative agrees to notify the Superintendent in writing no less than 48 hours prior to the date of intended use of such days. The Exclusive Representative will be responsible for reimbursing the School District all costs associated with hiring a substitute for a teacher taking this leave.

Section 12. Study Leaves. An unpaid leave of absence of up to one year shall be granted to any full-time teacher who has at least 5 years of full-time teaching service in the School District,

upon written application to the Superintendent, for the purpose of engaging in study at a college or university related to his/her teaching responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence. Failure of the teacher to indicate his/her intent to return by April 1 of the year in which the leave is being taken shall constitute grounds for termination.

Section 13. Jury Duty. Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the School District of the dates of pending absence following notice of jury duty service. The teacher shall reimburse the School District any compensation paid by the court for jury duty service during days of actual employment, except that the teacher shall retain any mileage and meal allowance paid by the court.

Section 14. Emergency Leave. Teachers have personal leave to use to take care of personal business. The School District recognizes that from time to time a teacher may have to deal with emergencies that occur in his/her life.

Subd. 1. Number of Days per Year. Teachers may be granted a leave of no more than two (2) days per year for situations that require immediate, personal attention and which cannot be addressed outside of the teacher's workday. The days will be deducted from the teacher's sick leave.

Subd. 2. Emergency Leave Approval. An emergency leave may be granted by the teacher's immediate supervisor subject to review by the Superintendent. The Superintendent reserves the right to make the final decision to grant or deny the request for leave. If denied, pay for that time will be deducted at the next pay period.

Subd. 3. Extended Use. If the teacher does not have any personal leave days banked, yet continues to need to take emergency leave days, he/she can use a sick leave day from their banked sick leave. If the teacher has to use his/her accumulated sick leave to cover an emergency leave, four additional sick leave days will be deducted for each additional absence.

ARTICLE X: HOURS OF SERVICE

Section 1. Building Hours. Teachers basic work day will be from 7:30 am to 3:15 pm, except for parent-teacher conferences and teacher workshops. Fridays or last workday of the week will be 3:00 pm. Teachers will be available to students during these hours.

Section 2. Lunch Period. All teachers shall be entitled to a duty-free lunch period of 30 minutes unless a special schedule is in place.

Section 3. Extra Time. Part-time teachers whose required attendance exceeds their contracted employment time shall be compensated for the extra time at their contracted hourly rate of pay.

Section 4. Additional Activities. In addition to the basic school day, teachers shall be required to participate in School District activities beyond the basic teacher's day. This participation shall include a share of extra-curricular, co-curricular, and supervisory activities, as determined by the School District.

Section 5. Special Education Individual Educational Plans (IEP) Meetings. Special education teachers who are required to organize and write annual IEP's and conduct annual IEP meetings outside the normal school day will receive hourly compensation up to two days of extra pay per school year.

ARTICLE XI: LENGTH OF THE SCHOOL YEAR

Section 1. Length of the School Year. The number of teacher duty days shall be 185. The site teams will be involved in the calendar development and any modifications that may emerge during the school year.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean any allegation by the Exclusive Representative or a teacher that a violation, misinterpretation, or misapplication of the terms and conditions of employment insofar as such matters are contained in the Agreement has occurred.

Section 2. Representation. Any person(s) or agent(s) designated by such party to act in the party's behalf may represent the teacher, Exclusive Representative, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations.

Subd. 1. Time Limits. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days Defined. Reference to "days" regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

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

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless they are submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee. Once a grievance is initiated, it shall be continued until resolved. No grievance shall be initiated after the last day of school.

Section 5. Procedures. Resolving problems through free and informal communications is usually most desirable. When requested by either the teacher or his/her supervisor, the building grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and/or the teacher, then a grievance may be processed as follows:

Subd. 1. Level 1. If the grievance is not resolved in the informal meeting, the teacher or the Exclusive Representative must present the grievance in writing, within five days, to the building principal who will then arrange a meeting within five days. The Exclusive Representative or teacher and the building principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Exclusive Representative with a written answer to the grievance within five days.

Subd. 2. Level 2. If the grievance is not resolved in Level 1, the teacher and/or the Exclusive Representative must present the grievance, in writing, within five days, to the Superintendent who will then arrange a meeting within five days. The teacher and/or the

Exclusive Representative and the Superintendent shall be present at the meeting. The Superintendent must provide the aggrieved teacher with a written answer to the grievance within five days.

Subd. 3. Level 3. If the grievance is not resolved in Level 2, then the Exclusive Representative and/or teacher shall refer the grievance to the School Board within five days. The Superintendent shall arrange for a meeting between the Exclusive Representative and/or teacher and the School Board or its representative(s) to take place within 15 days of the receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five days in which to provide its written decision to the teacher.

Subd. 4. Level 4. If either party is not satisfied with the disposition of the grievance at Level 3 or the Level 3 time limits expire without the issuance of the School Board's written answer, then the Exclusive Representative and/or teacher may submit the grievance to final and binding arbitration under the rules of the PELRA. The arbitrator shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 30 days after the date for the School Board's Level 3 reply, the grievance will be deemed withdrawn. Both parties agree to be bound by the award of the arbitrator.

Subd. 5. Arbitration Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the

transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Extending Timelines. The time lines provided in this article shall be strictly observed but may be extended by written, mutual agreement of the School Board and the Exclusive Representative.

Subd. 7. Reprisals. No reprisals of any kind will be taken by the School District against any teacher because of participation in the grievance procedure or by the teacher or Exclusive Representative against the School District or its employees.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level 1 and Level 2 of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within 10 days after the 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 decision.

ARTICLE XIII: UNREQUESTED LEAVE OF ABSENCE (ULA), SENIORITY, AND SEVERANCE

Section 1. ULA. The School Board may place on ULA, 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 school districts.

Section 2. Assignability. In the event a teacher's assignment or responsibilities are to be changed or eliminated, efforts will be made to place that teacher in another position for which he/she is qualified. Reductions in the number of teachers will be made on the basis of seniority, provided the teacher is certified for the position. Rehiring will be based on a reversal of the above procedure; i.e., the last dismissed will be the first rehired.

Section 3. Seniority List. The School District will furnish a seniority list of all continuing contract teachers to the Exclusive Representative on or before January 1st of each school year. The seniority list will then be the order in which continuing contract teachers are placed on ULA. In the case of ties, the following criteria will be used:

1. number of years of teaching in the School District;
2. full-time senior over part-time;
3. School District evaluation;
4. total continuous teaching time;
5. number of extra duties;
6. number of areas of certification;

Section 4. Severance. Continuing contract teachers placed on ULA will be offered severance pay as determined by the amount of unused sick leave with a maximum not to exceed 100 days. Those teachers who accept severance under this section are not eligible for recall from ULA and shall be considered terminated.

Subd. 1. Qualification. Severance pay for ULA referred to in Section 4. above will be paid to any continuing contract teacher upon acceptance of the severance pay offer.

Subd. 2. Computation. Payment for each unused sick day will be based upon 1/185th of the teacher's annual salary per day of qualifying sick leave.

Subd. 3. Payment. Severance pay shall be in one payment on June 30th following placement on ULA, and acceptance of the severance pay offer, into the teacher's Minnesota State Retirement system Health Care Savings Plan. If a teacher dies before severance is paid out it shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

ARTICLE XIV: PROFESSIONAL VISITATION

Upon written request to and approval by the School District Staff Development Committee, teachers shall be allowed up to two days of release time for classroom visitation and school observation. Upon written request, teachers shall be reimbursed for appropriate expenses. Substitutes, when necessary, shall be provided by the School District.

ARTICLE XV: DURATION

Section 1. Term 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, 2021 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend conditions of the Agreement commencing on July 1, 2021, it shall give written notice of such intent to the other party no later than May 1, 2021. Unless otherwise 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. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability. The provisions of this Agreement shall be severable, and, if any provision of this Agreement or the application of any provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any other provision.

APPENDIX A1**2019-2020 Salary Schedule**

Semester Credits	BA	BA+10	BA+20	BA+30*	BA+40** MA	BA+50*** MA+10	MA+20	MA+30
1	\$41,529	\$42,056	\$43,218	\$43,926	\$44,453	\$44,981	\$45,510	\$46,038
2	\$42,374	\$42,902	\$44,274	\$45,087	\$45,615	\$46,143	\$46,671	\$47,199
3	\$42,796	\$43,324	\$45,014	\$45,827	\$47,041	\$47,569	\$48,096	\$48,624
4	\$43,640	\$44,168	\$46,175	\$46,988	\$48,202	\$48,730	\$49,258	\$49,786
5	\$44,697	\$45,225	\$47,442	\$48,255	\$49,469	\$49,997	\$50,525	\$51,053
6	\$45,647	\$46,175	\$48,603	\$49,416	\$50,630	\$51,159	\$51,687	\$52,215
7	\$46,597	\$47,125	\$49,765	\$50,578	\$51,792	\$52,320	\$52,848	\$53,375
8	\$47,653	\$48,075	\$50,926	\$51,739	\$52,980	\$53,508	\$54,036	\$54,564
9	\$47,653	\$49,131	\$52,194	\$52,980	\$54,221	\$54,749	\$55,276	\$55,805
10	\$47,653	\$49,131	\$52,194	\$54,326	\$55,461	\$55,989	\$56,518	\$57,045
11	\$47,653	\$49,131	\$52,194	\$54,326	\$56,702	\$57,230	\$57,758	\$58,286
12	\$47,653	\$49,131	\$52,194	\$54,326	\$58,049	\$58,471	\$58,999	\$59,526
13	\$48,340	\$49,817	\$52,880	\$55,013	\$58,946	\$60,741	\$61,269	\$61,797
14	\$48,340	\$49,817	\$52,880	\$55,013	\$58,946	\$60,741	\$61,269	\$61,797
15	\$48,340	\$49,817	\$52,880	\$55,013	\$58,946	\$60,741	\$61,269	\$61,797
16	\$48,340	\$49,817	\$52,880	\$55,013	\$62,716	\$64,511	\$65,038	\$65,566

APPENDIX A2**2020-2021 Salary Schedule**

Semester Credits	BA	BA+10	BA+20	BA 30*	BA+40** MA	BA+50*** MA +10	MA +20	MA +30
1	\$43,369	\$43,919	\$45,132	\$45,872	\$46,422	\$46,974	\$47,526	\$48,077
2	\$44,251	\$44,802	\$46,236	\$47,085	\$47,635	\$48,187	\$48,739	\$49,290
3	\$44,692	\$45,243	\$47,008	\$47,857	\$49,125	\$49,676	\$50,227	\$50,778
4	\$45,573	\$46,125	\$48,221	\$49,070	\$50,338	\$50,889	\$51,440	\$51,991
5	\$46,677	\$47,228	\$49,543	\$50,392	\$51,660	\$52,212	\$52,764	\$53,315
6	\$47,669	\$48,221	\$50,756	\$51,605	\$52,873	\$53,425	\$53,976	\$54,528
7	\$48,662	\$49,212	\$51,969	\$52,818	\$54,086	\$54,638	\$55,189	\$55,740
8	\$49,764	\$50,205	\$53,182	\$54,031	\$55,327	\$55,878	\$56,430	\$56,981
9	\$49,764	\$51,308	\$54,506	\$55,327	\$56,623	\$57,174	\$57,725	\$58,277
10	\$49,764	\$51,308	\$54,506	\$56,733	\$57,918	\$58,470	\$59,021	\$59,572
11	\$49,764	\$51,308	\$54,506	\$56,733	\$59,214	\$59,765	\$60,317	\$60,868
12	\$49,764	\$51,308	\$54,506	\$56,733	\$60,620	\$61,061	\$61,613	\$62,163
13	\$50,481	\$52,024	\$55,222	\$57,450	\$61,557	\$63,432	\$63,983	\$64,534
14	\$50,481	\$52,024	\$55,222	\$57,450	\$61,557	\$63,432	\$63,983	\$64,534
15	\$50,481	\$52,024	\$55,222	\$57,450	\$61,557	\$63,432	\$63,983	\$64,534
16	\$50,481	\$52,024	\$55,222	\$57,450	\$65,494	\$67,369	\$67,919	\$68,471

*Teachers with less than 10 years of service to the District through the end of the 2012-2013 school year may advance to Lane BA+30. Advancing beyond Lane BA+30 will require a preapproved Master's Degree and the appropriate number of pre-approved graduate credits to advance lanes.

**Teachers with 10 or more years of service to the District through the end of the 2012-2013 school year may advance to Lane BA+40 upon earning the required number of pre-approved

credits. Advancing beyond Lane BA+40 will required a pre-approved Master's Degree and the appropriate number of pre-approved graduate credits to advance lanes.

***Teachers that attained Lane BA+20 prior to the end of the 2012-2013 school year may continue to advance to Lane BA+50 upon earning the required number of pre-approved credits.

APPENDIX B1

Extra Pay Schedule 2019-2020						
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
A.	Head Coach					
	Football	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Volleyball	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Basketball, Girls and Boys	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Wrestling	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
B.	Head Coach *					
	Cross Country	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Baseball	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Boys Golf	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Girls Golf	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Boys Track	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Girls Track	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Softball	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Dance Line	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
C.	Assistant Coach, Varsity, B Squad, 9th					
	Football	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Volleyball	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Basketball, Girls and Boys	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Wrestling	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Speed/Strength/Agility Coordinator	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
D.	Assistant Coach					
	Cross Country	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Baseball	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Boys Golf	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Girls Golf	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Boys Track	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Girls Track	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Softball	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Super Mileage Advisor	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
E.	Play Director 9-12	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Musical Director	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	School Yearbook Advisor	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Dance Line Assistant	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Football, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Volleyball, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166

	Basketball, Coach G and B, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Wrestling, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
F.	Cross Country, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Baseball, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Boys Golf, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Girls Golf, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Boys Track, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Girls Track, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Softball, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	9-12 Student Council	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Junior/Senior High Math League	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Academic Triathlon	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
G.	Junior High Play Director, 7 th & 8 th	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	One Act Play Director	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Speech Director	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Future Farmers of America	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Musical – Orchestra	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Musical – Vocal	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Knowledge Bowl	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Jazz Band	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
H.	Assistant Speech	\$832	\$901	\$977	\$1,036	\$1,103
	HOSA	\$832	\$901	\$977	\$1,036	\$1,103
	National Honor Society	\$832	\$901	\$977	\$1,036	\$1,103
	Fall Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
	JH Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
	Musical Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
	One Act Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
	Per Event Fees					
	Band Activity Events	\$53 per event				
	Head Supervision	\$75 per event				
	Assistant Supervision	\$37.50 per event				
	Supervision/Bus Chaperone	\$32.75 per event				
	Time Keeping (Varsity and B-Squad equal one event)	\$32.75 per event				
	Officiating Single Event	\$30	This schedule is for the following: 7 th , 8 th & 9 th FB; 7 th , 8 th , & 9 th Basketball; 7 th , 8 th & 9 th Volleyball; Line Judge B and A VB; JH B Softball & Baseball			
	Officiating Second Event	\$25				
	Officiating Third Event	\$20				
	Hourly Rates					
	New Teacher Mentor Program Facilitator	\$30.60				

	After School Student Academic Support	\$30.60				
	On-Site Staff Development Trainers	\$30.60				
	Summer School Instruction	\$30.60				
	Home-Bound Instruction	\$27.85				
	CEU Coordinator	\$25				
	Curriculum Development	\$20				
	Academic Competitions	\$17.50	e.g., Math Masters, History Day, etc.			
	Senior Class Advisors	\$579	To be divided amongst advisors			
	Prom Advisors	\$579	To be divided amongst advisors			
	Student Council Advisor, 7 th & 8 th	\$579	To be divided amongst advisors			
	Concurrent Enrollment	\$100	Per course			
	Musical – Choreography	\$579				
	Musical – Pianist	\$579				
Extended employment when contracted ahead of time will be pro-rated on nine-month salary						
* In the case of combined boys and girls teams the head coach will be paid as a fall head coach (A)						

APPENDIX B2

Extra Pay Schedule 2020-2021						
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
A.	Head Coach					
	Football	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Volleyball	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Basketball, Girls and Boys	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
	Wrestling	\$3,746	\$3,874	\$4,130	\$4,265	\$4,557
B.	Head Coach *					
	Cross Country	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Baseball	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Boys Golf	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Girls Golf	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Boys Track	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Girls Track	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Softball	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
	Dance Line	\$3,363	\$3,552	\$3,874	\$4,009	\$4,265
C.	Assistant Coach, Varsity, B Squad, 9th					
	Football	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Volleyball	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103

	Basketball, Girls and Boys	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Wrestling	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
	Speed/Strength/Agility Coordinator	\$2,195	\$2,429	\$2,646	\$2,840	\$3,103
D.	Assistant Coach					
	Cross Country	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Baseball	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Boys Golf	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Girls Golf	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Boys Track	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Girls Track	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Softball	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
	Super Mileage Advisor	\$2,105	\$2,324	\$2,518	\$2,750	\$2,968
E.	Play Director 9-12	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Musical Director	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	School Yearbook Advisor	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Dance Line Assistant	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Football, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Volleyball, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Basketball, Coach G and B, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
	Wrestling, Jr. High Coach, 7 th & 8 th	\$1,612	\$1,751	\$1,875	\$2,038	\$2,166
F.	Cross Country, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Baseball, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Boys Golf, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Girls Golf, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Boys Track, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Girls Track, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Softball, 7 th & 8 th	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	9-12 Student Council	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Junior/Senior High Math League	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
	Academic Triathlon	\$1,522	\$1,644	\$1,751	\$1,904	\$2,038
G.	Junior High Play Director, 7 th & 8 th	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	One Act Play Director	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Speech Director	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Future Farmers of America	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Musical – Orchestra	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Musical – Vocal	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Knowledge Bowl	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
	Jazz Band	\$1,321	\$1,428	\$1,552	\$1,644	\$1,751
H.	Assistant Speech	\$832	\$901	\$977	\$1,036	\$1,103
	HOSA	\$832	\$901	\$977	\$1,036	\$1,103

National Honor Society	\$832	\$901	\$977	\$1,036	\$1,103
Fall Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
JH Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
Musical Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
One Act Play Assistant Director	\$832	\$901	\$977	\$1,036	\$1,103
Per Event Fees					
Band Activity Events	\$53 per event				
Head Supervision	\$75 per event				
Assistant Supervision	\$37.50 per event				
Supervision/Bus Chaperone	\$32.75 per event				
Time Keeping (Varsity and B-Squad equal one event)	\$32.75 per event				
Officiating Single Event	\$30	This schedule is for the following: 7 th , 8 th & 9 th FB; 7 th , 8 th , & 9 th Basketball; 7 th , 8 th & 9 th Volleyball; Line Judge B and A VB; JH B Softball & Baseball			
Officiating Second Event	\$25				
Officiating Third Event	\$20				
Hourly Rates					
New Teacher Mentor Program Facilitator	\$30.60				
After School Student Academic Support	\$30.60				
On-Site Staff Development Trainers	\$30.60				
Summer School Instruction	\$30.60				
Home-Bound Instruction	\$27.85				
CEU Coordinator	\$25				
Curriculum Development	\$20				
Academic Competitions	\$17.50	e.g., Math Masters, History Day, etc.			
Senior Class Advisors	\$579	To be divided amongst advisors			
Prom Advisors	\$579	To be divided amongst advisors			
Student Council Advisor, 7 th & 8 th	\$579	To be divided amongst advisors			
Concurrent Enrollment	\$100	Per course			
Musical – Choreography	\$579				
Musical – Pianist	\$579				
Extended employment when contracted ahead of time will be pro-rated on nine-month salary					
* In the case of combined boys and girls teams the head coach will be paid as a fall head coach (A)					

AUTHORIZATION

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

FOR: The Exclusive Representative

FOR: The School District

President

School Board Chairperson

Secretary

School Board Clerk

Chief Teacher Negotiator

Chief School Board Negotiator

Dated this ____, **day of** ____, **20**__

Dated this ____, **day of** ____, **20**__