

INDEPENDENT SCHOOL DISTRICT #577

WILLOW RIVER, MINNESOTA

MASTER AGREEMENT

FOR

2015-2016

AND

2016-2017

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**ARTICLE I
PURPOSE**

Section 1. Parties: This agreement is entered into between Independent School District No. 577, Willow River, Minnesota, hereinafter referred to as the School Board, and the Willow River Education Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, and as amended hereinafter referred to as PELRA, as amended, 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 PELRA, as amended, the School District recognizes the Willow River Education Association as the exclusive representative of teachers employed by Independent School District No. 577, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this agreement.

Section 2. Appropriate Units: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employees and the scope of negotiations.

Section 2. Teacher: “Teacher” means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

- (1.) In a position for which the person must be licensed by the Board of Teaching or the State of Board of Education;
- or
- (2) in a position as a physical therapist or an occupational therapist.

Section 3. School District: For purposes of administering this agreement, the term, “School District,” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes that the right and obligation of the School Board is to efficiently manage and conduct the operation of the Willow River School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Willow River School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the 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. 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 and recognizes that the School Board, all employees covered by this agreement, and all provisions of the 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 provision of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the School District. Copies of these personnel policies can be found on the district website, hiring administrators will refer potential hires to this location.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, as amended, nothing contained in this agreement shall be construed to limit, impair or effect 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 the betterment so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of the employment or circumvent the rights of the exclusive representative if there be one, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 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 Checkoff: The exclusive representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff pursuant to PELRA, as amended. 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's organization in eighteen (18) equal installments, beginning with the first pay period in September.

Section 4. Fair Share Fee: In accordance with PELRA, as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of fair share fee assessment to the Commissioner, the School District, and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative (30) days after the written notice was so provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner, Bureau of Mediation Services, or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction

of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation:

Subd. 1 2015-2016 Rates of Pay: The wages and salaries reflected in Schedule A attached hereto, shall be effective only for the 2015-2016 school year and teachers shall advance one increment on the salary schedule.

Subd. 2 2016-2017 Rates of Pay: The wages and salaries reflected in Schedule B attached hereto shall be effective only for the 2016-2017 school year and teachers shall advance one increment on the salary schedule.

Section 2. Status of Salary Schedule: The salary schedule shall not be construed as a part of the teachers' continuing contract.

In the event a successor agreement is not entered into prior to the commencement of school year 2013, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. The School District shall pay the current rate of interest paid to the district on any savings accounts held locally on all back pay for steps and lane increments from the first day of school to the date of the contract settlement. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. The School District shall give written notice and the reason for such action.

Section 3. Placement on the Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District.

Subd. 2. Credit: Credits taken for advancement of the salary schedule must be in the teaching field and be approved in writing by the administration within one week of the request for approval by teacher. All credits taken for advancement on the salary schedule must be graded credits of "B" or better when available. Completion of degree would still advance salary schedule, regardless of grades.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year effective at the beginning of the school year providing a transcript of qualified credits is submitted to the superintendent's office no later than September 15th or January 15th even though otherwise qualifying shall not be considered until the following semester. If a transcript is not available by September 15th or January 15th other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript.

Subd. 4. Step Advancement Part-time teachers will receive a step advancement for each year worked.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master degree lane or higher degree lane only if the degree program is germane to the teaching assignment approved by the School District and the degree program is approved in writing by the School District in advance.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive a teacher of any salary schedule placement already recognized.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Subd. 8. Workshop Credit: Licensed staff are allowed to earn in-service credits that can be used in lane changes, if the following criteria are met:

1. The in-service course work must be offered outside of the employee’s regular duty day.
2. The in-service credit must be germane, as determined by the School District, to the employee’s current assignment.
3. One (1) credit shall require a minimum of fifteen (15) hours of in-service course work. Workshop hours can be accumulated in minimum blocks of three (3) hours.
4. The request for in-service credit must receive prior written approval of the School District.
5. An employee may earn no more than six (6) in-service credits per year.
6. An employee shall be limited to a maximum of fifteen (15) in-service credits which may apply toward salary schedule lane change.
7. Workshops must be paid for by the employee, with no expense, including registration, materials, mileage or meals, being billed to the School District.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher’s absence, the annual salary divided by the number of teacher duty days shall be deducted for each day’s absence.

Section 5. Extra Pay and other Pay Procedures:

Subd. 1. Payment Procedure for Extra Activities: The teacher shall be paid for extra-curricular activities after the completion of the activity.

Subd. 2. Paydays: Paydays shall be on the 15th and last day of each month. In the event these dates shall fall on a weekend, payday shall be on the last Friday prior to the 15th or the last day of the month. Paydays will occur in 24 equal installments.

Subd. 3. Direct Deposit: All wages and salaries due members covered under this agreement shall be made by Automated Clearing House (ACH)/Direct Deposit to the bank account of the member’s choosing.

Section 6. Accumulated Sick Leave Pay: The payment for Accumulated Sick Leave will be transferred into an employee’s 403(b) plan at the rate of \$25 per every unused sick leave day accumulated upon retirement.

Section 7. 403(b) Plan:

Subd. 1. Eligibility: A teacher in the Willow River School District is eligible to participate in the 403(b) plan. All teachers entering the district may become eligible to enter into the School District’s matching 403(b) plan as per Section 7, Subd. 2. A teacher must be employed for the complete year for the year to be considered eligible for the 403(b) plan.

Subd 2. Matching Amounts: The district will match a teacher’s 403(b) contribution according to the following schedule:

Year 4-13	\$450
Year 14- 18	\$550
Year 19-22	\$850
Year 23+	\$1150

To a maximum of \$13,000 total district contribution over the term of employment. The district will deposit the matching funds each pay period (24 pay periods) of the fiscal year if a teacher is contributing to the 403(b) fund plan. A list of approved vendors can be found in the District Office. A salary reduction agreement needs to be completed.

Section 8: Summer School Compensation:

Subd. 1: The District reserves their right to authorize summer school each year as needed.

Subd. 2: Teachers shall receive his/her hourly rate of pay pursuant to the salary schedule in force at the time of the session(s). (i.e. If the session takes place during June, the previous schools years salary shall be used, if the session takes place during July, the next school years salary shall be use.)

Subd. 3: The hourly rate of pay shall be determined by dividing the yearly salary by 179 and then divided by 7.25 hours. (i.e. yearly salary/179/7.25)

Subd. 4: If the teacher is employed in a community education program the teacher shall be compensated at the rate mutually agreed to between the teacher and the community education director.

Subd. 5: If the teacher is employed in a program that gives credit and/or supplements the regular classroom curriculum, the teacher shall be compensated pursuant to Section 2 above.

Subd. 6: ECFE teachers who are involved in ECFE programs during the summer shall be compensated pursuant to Article XXVI, Section 5 without regard to funding source.

Section 9: Claims for Reimbursement: All bills submitted by the teaching staff for district pre- approved expenditures will be paid within forty-six (46) days of submission.

**ARTICLE VII
EXTRA COMPENSATION**

Section 1. Extra Curricular Schedule: The wages and salaries reflected in Schedule C shall be a part of the Agreement of 2015-2017.

Subd. 1 Annual Activities and Events: At the beginning and end of each school year or season, the Advisor will complete a form provided by the Principal concerning the group’s goals and activities.

**ARTICLE VIII
GROUP INSURANCE**

Section 1. Health/Hospitalization and Dental Insurance: The selection of the insurance carrier shall be made by the School District as provided by law.

Subd. 1. Coverage:

A. Single: The School District shall contribute a sum of not to exceed \$400 per month for single coverage from July 1, 2015, through June 30, 2017, toward the premium for each full time teacher employed by the School District who qualifies for and is enrolled in the School District group health/hospitalization and dental plan.

B. Family: The School District shall contribute a sum of not to exceed \$500 per month for family coverage from July 1, 2015, through June 30, 2017, toward the premium for each full time teacher employed by the School District who qualifies for and is enrolled in the School District group health/hospitalization and dental plan.

C. Employee Contribution: Any additional costs of premium shall be borne by the teacher and paid by payroll deduction.

Subd. 2. Claims Against the School District: It is understood that the School District’s only obligation is to purchase an insurance policy, health, dental, life, 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.

Subd. 3. Duration of Insurance Contributions: A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon terminations of employment, all School District participation and contribution shall cease, except that a teacher who has completed a full year shall be eligible for 12 months of contribution.

Subd. 4. Health and welfare coverage for all eligible teachers who start at the beginning of the school year will commence September 1st of the applicable school year. For teachers who start other than at the beginning of the school year, coverage shall start on the first of the month following the month in which work was commenced.

Subd. 5. Upon retirement, the School District will allow teachers to continue to participate in the School District Health and Hospitalization Insurance Program, as long as the current health package allows such participation, at the teacher’s own expense.

Section 2. Disability Income Protection: The School District will provide a Long Term Disability policy. An employee will be eligible for long term disability if they have been unable to work for 90 consecutive calendar days and have exhausted all of their sick leave. Long Term Disability coverage will pay up to two-thirds of the salary. The qualifications and procedures established by the insurance company will be utilized in determining the procedures to be followed. Employees will be notified at the beginning of each school year if there are any changes to the qualifications and procedures.

The cost of LTD insurance shall be paid by the employee. Teachers shall receive payment for the premium in 24 payroll checks. The premium amount will be withheld through payroll deduction in 24 payroll checks.

Section 3. Flexible Benefits Plan: The School District will provide a Flexible Benefit Plan for its employees under Internal Revenue Service Section 125 at the expense of the School District.

Section 4. Life Insurance: The School District will provide a group life insurance policy, in the amount of \$10,000, for each teacher that works a minimum of 15 hours per week. At age 70, the Basic Life and Employee Voluntary benefit will be reduced to 65% and to 50% at age 75. All other policies and procedures will be established by the insurance policy.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave: This article shall cover all teachers.

Section 2. All leaves in this section must be taken in half or full day increments. Half days are defined as 7:45 AM - 11:30 AM or 11:30 AM-3:30 PM (3:15 PM on Fridays or days preceding a vacation period).

Section 3. Allowed sick leave: Teachers shall be granted eleven (11) days of sick leave per year. Any accumulated days in excess of 145 days shall be deducted from a teacher's total at the end of the school year. In the event a teacher does not complete the school year the eleven day accrual will be prorated. In the event a teacher does not complete the school year and has used all provided sick days, pro-rata pay (per sick day) shall be deducted from the teacher's last paycheck at the rate of one and two tenths (1.2) per month of early departure.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the teacher's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this section shall submit his/her worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Subd. 6. No teacher shall return to work from sick leave unless he/she is physically and emotionally able to perform his/her work in a normal manner. In any case where there is a reasonable doubt thereof, the School District may require the teacher to be examined by a medical doctor of their own choosing and obtain his/her written opinion as to the teacher's physical and emotional condition and capacity to return to his/her full employment. The expense thereof shall be paid by the School District.

Subd. 7. If the school's doctor and the teacher's doctor disagree as to the physical and emotional condition of the teacher, the two doctors would be asked to establish a mutually agreeable position, or else a third mutually agreed upon doctor would be asked to make an evaluation. The cost of the consultation of third doctor shall be paid equally by both parties.

Section 5. Condition Under Which Sick Leave Will be Granted:

Subd. 1. Each teacher shall be entitled to sick leave for the time provided herein if he/she shall be under such disability that he/she cannot perform his/her normal and usual work under the terms of his/her employment. No teacher shall be allowed paid leave for a greater length of time than is herein permitted.

Subd. 2. No teacher shall return to work from sick leave unless he/she is physically and emotionally able to perform his/her work in a normal manner. In any case where there is a reasonable doubt thereof, the School District may require the teacher to be examined by a medical doctor of their own choosing and obtain his/her written opinion as to the teacher's physical and emotional condition and capacity to return to his/her full employment. The expense thereof shall be paid by the School District. If the school's doctor and teacher's doctor disagree as to the physical and emotional condition of the teacher, the two doctors would be asked to establish a mutually agreeable position or else a third mutually agreed upon doctor would be asked to make an evaluation. The cost of the consultant or third doctor would be paid equally by both parties.

Subd. 3. Sick leave shall be granted for the following purposes:

a. Death in the immediate family, which shall be interpreted to include father, mother, sister, brother, husband, wife, son or daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, guardian, step-mother, step-father, and step-child. Absence due to death included herein shall be allowed up to but not to exceed five (5) days.

b. Sick leave shall be granted for the illness of the teacher only. (See page 11 Section 6, Subd 1, Item b.)

Subd. 4. 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.

Subd. 5. In case of frequent or intermittent illness, the School District may require a teacher to submit a certificate concerning the condition of his/her health from a medical doctor.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave request form available from the office.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the teacher.

Subd. 8. Any teacher whose personal illness extends beyond the period covered by his/her accumulated sick leave pay may be granted, at the School District's discretion, a further leave without loss of increment credit for such time as is necessary for complete recovery from such illness.

Section 6. Miscellaneous Leave:

Subd. 1. Leave shall be granted for the following at full pay. (All such leave shall be deducted from accumulated sick leave.)

a. Court summons where the summons is not due to a teacher's violation of some law or regulation and the court so judges.

b. Serious illness of a member of the employee's immediate family.

Subd. 2. The following will be granted without any deduction in pay or charged against teacher's accumulated sick leave.

a. Jury Duty. All compensation received for jury duty service shall be remitted to the School District, except for mileage and meals.

b. At the discretion of the superintendent, a teacher may be excused a portion of a day to attend or take part in a funeral.

Subd. 3.

- a. Upon the accumulation of eighty (80) days of sick leave or more, a teacher shall be granted one (1) day of paid personal leave (which shall be deducted from his/her accumulated sick leave) to be taken at the discretion of the teacher. Application shall be made to the School District, at least one (1) day in advance of taking said leave.
- b. No more than two teachers from the elementary school and two teachers from the high school, may take such leave at one time.
- c. This leave may not be taken during the first five days or last five days of school with students or on a Parent-Teacher Conference or In-service day.

Subd. 4. Personal leave of two days not charged to sick leave, at the discretion of the teacher.

- a. This leave may not be taken: 1. During the first and last week of the school year, 2. On Parent-Teacher Conference day or evening. 3. On In-service days. Personal leave may be granted in emergency situations with the approval of the superintendent.
- b. No more than two teachers from the elementary school and two teachers from the high school, may take leave at any one time.

Subd. 5. Buy Back Provision: All leaves granted in Article IX Section 6, Subd. 3 and Subd 4 will be bought back at 75% of the teacher's daily or hourly wage if not taken during that school year. No carry over days will be allowed from one school year to the next.

Section 7. Personal leave will be granted each year at the current district daily rate, plus fringes, for a substitute teacher. If a sub is not hired to replace the teacher, the daily rate, plus fringes, for a substitute teacher will still be deducted. Personal leave days under this section may not be used until personal leave days under Article IX, Section 6, Subd. 3 and Subd. 4 have been exhausted.

Subd. 1. Two (2) days of leave of absence for personal, legal, business, household or family matters which require absence during the school hours. Application to the School District for personal leave will be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section.

- a. No more than two (2) teachers from the elementary school and two teachers from the high school, may take such leave at any one time. Such leave may not be taken: 1. During the first and last week of the school 2. On Parent-Teacher Conference days or evenings. 3. On In-service Days. Personal leave may be granted in emergency situations with the approval of the superintendent.

Subd. 2. Other leaves of absence without pay may be granted by the School District for good reason. All benefits to which a teacher was entitled sick leave credits may be restored to him/her upon his/her return, and he will be assigned to the same position which he/she held at the time said leave commenced, if available.

Subd. 3. All requests for extensions or renewals of leaves will be applied for and responded to in written form.

Section 8. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the 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. A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the

leave coincide with some natural break in the school year, ie. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave of duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. 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 beginning of the leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

Section 9. Teachers taking leave under all of Article IX shall retain their original seniority date.

Section 10. Professional Leave: A representative of the local association not to exceed six (6) individuals shall be entitled up to six (6) days a year to attend Education Minnesota meetings during the school day. Those meetings shall be determined at the discretion of the local association. However, the School District must be notified one (1) week in advance in writing. In an emergency, the superintendent may waive the one week notice. The representative may not attend for more than two consecutive days. The local association shall be responsible for paying the substitute teacher or teachers. These days shall not be subtracted from the representative's personal or sick leave days.

ARTICLE X HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day, inclusive of a 30 consecutive minute duty free lunch period, shall be seven and three-quarter (7 3/4) hours except for Fridays or days prior to Holidays, which shall be seven and one-half (7 1/2) hours inclusive of the lunch period. Parent-Teacher Conference nights shall be equivalent to one-half work day.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District and posted in writing prior to the start of the school year.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular and supervisory activities. Members of the School District and Association will meet at a

minimum of twice a year to discuss the after-school meeting(s) schedule(s).

Section 4. Preparation Time: The daily preparation time for an elementary teacher must be comparable to that provided secondary teachers in the school district within the student contact day. The preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the school day totaling no less than forty-six (46) minutes. In the event that a specialist does not take an elementary teacher's class, refer to Article XVIII, Section 2.

ARTICLE XI LENGTH OF THE SCHOOL YEAR.

Section 1. Teacher Duty Days:

Subd. 1. Pursuant to MS 120A.40 and 120A.41 the School District shall, prior to April 1st of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Subd. 2. The school year shall consist of a minimum of 170 student contact days. The teacher contract days shall remain at 179 duty days.

Section 2. Modification in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other emergencies, the School District reserves the right to modify the school calendar, and; if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any. The School District agrees that the teachers shall be consulted in the determination of any school days to be made up in the event of school closings.

Subd. 2. Prior to modifying the scheduled length of the school day pursuant to Subd. 1, hereof, or scheduling more than two (2) makeup days pursuant to Subd 1 hereof, the School District shall afford to the association the opportunity to meet and confer on such matters.

Subd. 3. In the event that teacher duty days are not scheduled for the regular 179 day duty year of 2015-2016 and 2016-2017 the teacher's compensation may be reduced in the amount of 1/179th of the teacher's basic salary for 2015-2016 and 2016-2017 school year in which the duty day falls.

ARTICLE XII TEACHER USE OF PRIVATE VEHICLES

The board and the association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

1. No teacher shall use a private vehicle to transport students for any school activity. All transportation shall be by School District owned vehicles or by public transportation. Any teacher who voluntarily chooses to use his/her own private transportation may do so with the advance written approval of the school administration. (Liability: See School District General Liability Policy)

ARTICLE XIII TEACHER FACILITIES

Each school building shall have the following minimum facilities:

1. A serviceable desk and chair for the teacher in each classroom.
2. Space in each classroom in which teachers may safely lock and store instructional materials and supplies.
3. A work area for teachers containing adequate equipment and supplies to aid in the preparation of instructional materials.

**ARTICLE XIV
TEACHER ASSIGNMENT**

Section 1.

Subd. 1. A teacher will be given written notice of his/her teaching assignment for the forthcoming year no later than July 1st, provided:

- a. The teacher requests such notice in writing prior to June 15th.
- b. There is to be a significant change from what was the proposed assignment at the close of the previous school term. (Significant shall mean grade level or subject area)

Subd. 2. In the event that changes in such teaching assignment are proposed after July 1st, the association and all teachers affected will be notified promptly in writing, and upon the written request of the teacher and/or the association, the changes will be promptly reviewed between the School District or its representative, the association, and all teachers affected.

Subd. 3. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate.

Subd. 4. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary, except a teacher may be involuntarily transferred one (1) time during a five (5) year period and at no time will more than three (3) teachers be involuntarily transferred in any one (1) year.

- a. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as possible.
- b. All certified personnel who may be required to use their own automobiles in the performance of their duties will be reimbursed at the mileage rate annually established by the School District for all such driving done by school personnel.

**ARTICLE XV
INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

Section 1. Notice of involuntary transfers or reassignments will be given to teachers, under normal circumstances, not later than June 1st, except in cases of extraordinary circumstances, i.e. resignation or medical leave.

Subd 1. When involuntary transfers or reassignments are necessary, qualified volunteers, if any, will be transferred or reassigned first. A teacher's area of competence, major, or minor field of study and length of service in the Willow River School District will be considered in determining which teacher is to be transferred or reassigned.

Subd. 2. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the superintendent, at which time the teacher will be notified in writing of the reasons thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the association will be notified in writing, and the School District will meet with the association's representatives to discuss the concern.

Subd. 3. In the event that changes in such teaching assignment are proposed after July 1st, the association and all teachers affected will be notified in writing, prior to August 1st, except in cases of extraordinary circumstances, i.e. resignation or medical leave, and upon the written request of the teacher and/or the association, the changes will be promptly reviewed between the School District or its representative, the association, and all teachers affected.

Subd. 4. Teachers presently in the school system should be given first consideration to fill vacancies arising in the school system for which they are qualified. The School District reserves the right to make final decisions in all such cases.

**ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

Section 1: The School District will pay the full cost of tuition for courses and/or workshops, taken by teachers at colleges, universities or professional training schools when requested by the School District. Said approval will be granted whenever the School District decides it is in the best interest of the educational system for a teacher to take the course in question.

Section 2: The School District will pay the reasonable expenses (including fee, meals, lodging and/or transportation) incurred by teachers who attend seminars, conferences, or other professional improvement sessions, when authorized in writing in advance by the School District.

Section 3: The School District shall pay an hourly rate of \$21 or a daily stipend of \$150 (whichever is less) to a teacher the district requests to attend a training session or any extra-curricular activities required to attend by the School District. This amount may be waived if a grant requires a smaller or larger amount to be paid to the teacher.

Section 4: All requests for professional development shall be submitted to the district Staff Development Committee for approval.

**ARTICLE XVII
ASSOCIATION PRIVILEGES AND TEACHER ORGANIZATION**

Section 1. Provided there are not violations of the Data Privacy Act, the School District will, upon request, provide the association with any documents which will assist the association in developing proposals on behalf of the teachers, together with any other available information which may be necessary for the association to process grievance arising over any alleged violation, misinterpretation or inequitable application of any district personnel policies.

Section 2. The local exclusive representative will have the right to use the school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.

Section 3. The local exclusive representative will have the right to place notices, circulars and other materials in teachers' mailboxes. Copies of all such materials will be given to the building principal, and his/her advance approval will be required.

**ARTICLE XVIII
SUBSTITUTE TEACHING**

Section 1. Regular full-time teachers used as homebound instructors will be paid at a rate of \$25 per full high school period. Homebound teacher shall be paid at the current IRS rate for mileage to and from the school.

Section 2. Every effort will be made to secure a certified substitute teacher before a full time certified teacher is asked to serve as a substitute during his/her preparation period. Full time teachers covering another teacher's class during scheduled prep time shall be paid at a rate of \$25 per period beyond his/her normal rate of pay. Teachers may elect instead to bank this time up to a maximum of eight (8) hours and take it off as additional personal leave time. Personal leave time must be used in increments of ½ or whole day. Maximum of one (1) personal leave day per year can be earned through the banking process. All unused banked time will be paid out at the end of the school year at the rate of \$25 per hour.

Section 3. No teacher shall be required to substitute during his/her preparation period for more than two (2) consecutive days without voluntarily doing so.

Section 4. If a substitute teacher is needed for less than half a day, priority shall be given to a teacher on Unrequested Leave of Absence before being offered to all faculty, with one day given notice.

**ARTICLE XIX
STUDY HALL AIDE**

Section 1. A teacher teaching six (6) instructional periods per day, would have the right to regain one (1) study hall period in the event their assignment is reduced by one (1) instructional period. No one teacher may demand more than one (1) study hall period to continue full time employment. The School Board reserves the right to assign more than one (1) study hall period to a teacher.

**ARTICLE XX
TEACHER EVALUATION**

Section 1. Monitoring and observation of work performance.

Subd. 1. All monitoring or observation of the work performance of a teacher will be conducted openly and with a full knowledge by the teacher. The use of public address or audio systems and similar surveillance devices is prohibited for teacher evaluation purposes unless full written consent of the teacher involved has been granted.

Tape recordings made for such purposes will be destroyed (erased) after being discussed by the supervisor and teacher involved.

Subd. 2. The teacher will be given a copy of any class visit or evaluation report prepared by his superiors. No such report shall be submitted to the School District, placed in the teacher's files or otherwise acted upon without the prior conference with the teacher.

Section 2. Non-continuing contract teacher observance.

Subd. 1. Non-continuing contract teachers will be observed by an appropriate supervisor at least three (3) times each school year.

Subd. 2. If the non-continuing contract teacher who is denied tenure requests the reasons for such denial, such reasons will be given to him/her in writing.

Subd. 3. Non-continuing contract teachers denied or not to be employed for the following year will be so notified by June 1st.

Section 3. Recognition of authority and responsibility of principal.

Subd. 1. The association recognizes the authority and responsibility of the principal or other immediate superior for disciplining or reprimanding a teacher for delinquency of professional performance.

Section 4. Delinquencies of teachers.

Subd. 1. The School District, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of discipline or Code of Ethics for Minnesota Teachers shall be promptly reported to the offending teacher and to the local association. The local association will use its best efforts to correct breaches of professional behavior by any teacher.

Subd. 2. A teacher shall at all times be entitled to have present another teacher designated by the local association when he/she is being formally reprimanded, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the local association is present.

Subd. 3. No teacher shall be disciplined or denied a scheduled salary increase, or deprived of any professional advantage without proper cause. Any such discipline or denial, including adverse evaluation of teacher performance asserted by the School District, shall be subject to the professional grievance procedures herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and the association.

**ARTICLE XXI
TEACHER PROTECTION AND STUDENT DISCIPLINE**

Section 1. A teacher will report immediately in writing to his principal or immediate supervisor all cases of assault suffered by him in connection with his employment.

Section 2. This report will be forwarded to the School District which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police and the courts.

ARTICLE XXII GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Scope: For the purpose of Section 1 to Section 7 the words defined in this part have the meaning given them.

Subd. 2. Bureau: Bureau means the Bureau of Mediation Services.

Subd. 3. Days: Days means business days. Business days are considered to be Monday through Friday, excluding holidays and emergency school closings.

Subd. 4. Employee: Employee means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subd. 5. Grievance: Grievance means a dispute or disagreement regarding the application or interpretation of any term of this Master Agreement required under Minnesota Statutes, section 179A.20, subdivision 1.

Subd. 6. Non Probationary: Non probationary means an employee who has completed an initial probationary period required as part of the public employer's employment process.

Subd. 7. Party: Party means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 8. Service: Service means the personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under Section 1 to Section 7 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 2. Computation of Time:

In computing any period of time prescribed or allowed by Section 1 to Section 7, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 3. Step One:

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

Section 4. Step Two:

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Section 3 (step one), a written grievance may be served on the next appropriate level of supervision (superintendent) by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under Section 3 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after the service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy of relief the employer is willing to provide, if any.

Section 5. Step Three:

If the grievance is not resolved under Section 4 (step two), the exclusive representative may serve the written grievance upon

the chief administrative agent of the employer (Board) or that person's designated representative within ten (10) days after the written response required by Section 4 (step two) was due.

An agent of the exclusive representative shall meet with the school board or a committee of the School Board within five (5) days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five (5) days of the meeting.

Section 6. Arbitration:

Subd. 1. Referral to Arbitration:

If the response of the chief administrative officer or designee is not received within the period provided in Section 5 (step three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten (10) days after the response required by Section 5 (step three) is due.

Subd. 2. Selection of Arbitrator: Within ten (10) days of service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternatively strike names from a list of five names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

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

Subd. 4. Arbitration Expenses: The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Section 7, Subd 1.

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

Section 7. Processing the Grievance:

Subd. 1. Release Time: To the full extent feasible, the processing of grievances under Section 1 to Section 7 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearing held pursuant to Section 1 to 7, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps: The parties may by written mutual agreement waive participation in the grievance steps in Section 3 to Section 5 and may similarly agree to extend the time limits established by Section 3 to Section 6.

Subd 3. Time Limits: A failure to raise a grievance within the time limits specified in Section 3, or to initiate action at the

next step of the procedure in Section 3, or to initiate action at the next step of the procedure in Section 3 to Section 6 within the time limits of these sections shall result in forfeiture by the exclusive representative of the right to pursue a grievance. A failure of an employer representative to comply with the time periods and procedures in Section 3 to Section 6 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

ARTICLE XXIII UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40 Subd. 10, which policy, when adopted, shall constitute a plan for placement on unrequested leave because of discontinuation of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this policy, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. Teacher means those members of the unit as defined by PELRA and this Agreement, except the provisions of this Article shall not be applicable to any bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd 1.

Subd. 3. Qualified means a teacher who, in addition to the state license on file with the superintendent's office, has had teaching experience of at least one year in the subject matter within the past seven years in the school district.

Subd. 4. Seniority means full time, continuing contract qualified teachers commencing with the first day of actual service in the School District and shall exclude probationary teachers, part-time teachers who spend less than 66.6% of a school year in employment, and those teachers who are acting incumbents for teachers on authorized military or other similar leave of absence. In determining the length of seniority, a teacher whose employment has been legally terminated or terminated pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board shall retain his/her original seniority date.

Subd 5. School Board shall mean the local governing board of the School District.

Section 3. Unrequested Leaves of Absence:

Subd. 1. The School Board may place on unrequested leave of absence such 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. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate or if the teacher fails to file with the School District by April 1st of each year a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Teachers placed on such leave shall receive written notice by June 1st of the school year prior to the commencement of such leave with reasons.

Subd. 3 Teachers shall be placed on unrequested leave in inverse order of seniority in the field and subject matter qualified. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter qualified.

Subd 4. The provisions herein shall not apply if they will result in any violation of the School District's affirmative action program which shall include ethnic, race, color, disability, age, or gender, and any person employed in an affirmative action may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effect the purposes of such affirmative action program. The District will comply with Americans with Disabilities Act (ADA) in regards to a teacher's accessibility to and the need for reasonable accommodations.

Subd. 5. In cases of equal seniority, that teacher with the fewest credits beyond the B.S. which are applicable to the salary schedule shall be placed on unrequested leave first, followed by those with more credits in order of the number of credits. Any tie not resolved by the aforementioned, shall be decided by board discretion.

Subd. 6. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the same field and subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available commensurate position in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. Reinstatement is only guaranteed up to the percentage of time the teacher had prior to the unrequested leave of absence.

Subd. 3. When placed on unrequested leave, a teacher shall file a written request for reinstatement including his/her name and address by April 1st of each year with the School District Business Office to which any notice of reinstatement or availability of position shall be mailed. 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.

Subd. 4. If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher who shall have twenty one (21) calendar days from the date of receipt of such notice to accept the re-employment. Failure to accept reinstatement in writing within such twenty one (21) day period shall constitute waiver on the part of any teacher to reinstatement rights to said position, but shall not forfeit any future employment or reinstatement rights.

Subd. 5. If a teacher accepts a reinstatement to a part time position of lesser employment than previously held, and subsequently a position of greater employment status becomes available, the teacher shall be offered such position. If this position becomes available after the first student contact day, the teacher shall be offered a full time position, but the position offered may be offered as a split position of a reassignment by administrative determination. Any teacher who accepts or refuses a position which is not equivalent to the position previously held does not waive his/her employment rights.

Subd. 6. Reinstatement rights shall automatically cease after five (5) years from the date of the unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher; provided that the teacher's right to reinstatement shall also be terminated if the teacher fails to file a written statement requesting reinstatement by April 1st of each year.

Section 5. Establishment of Seniority List:

Subd. 1. By the November School Board meeting, the School Board shall cause a seniority list (by name, date of employment, qualification and subject matter or field) to be prepared from its records. It shall thereupon have such list posted in an official place in each school house of the School District.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have 10 working days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.

Subd. 3. Within 10 days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause seniority list to be updated to reflect every addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or employees. Such yearly revised list shall govern application of the unrequested leave of absence policy until thereafter revised.

Section 6. Effect: This article shall be effective at the beginning date of this master agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the right of any

other certified employee not covered by the master agreement or the master contract affecting such certified employees.

Section 7. Procedure: Any challenge by a teacher who is proposed for unrequested leave of absence or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40, and therefore, shall not be subject to the grievance procedure.

**ARTICLE XXIV
PROCEDURE RELATED TO PROFESSIONAL PERFORMANCE**

Section 1: Complaints regarding a teacher’s professional performance to the School District shall follow the procedure as listed in Section 5.

Section 2: In the event a complaint against a teacher is not a violation of existing State and/or Federal Law, (i.e. harassment, child abuse, etc.) the issue may be moved directly to step 1 of Section 5.

Section 3: The Principal shall have the discretion on each issue whether the complaint needs to revert back to step 1 of Section 5 if he/she believes the complaint is not a violation of existing State and/or Federal Law.

Section 4: If an issue is not resolved in any step of Section 5, then the complaint shall proceed to the next step.

Section 5: Step 1- An informal meeting between the complainant and the teacher within twenty (20) school days of the incident.

Step 2- The complaint shall be put in writing and submitted to the teacher and his/her immediate supervisor within fifteen (15) school days of informal meeting with teacher in Step 1.

Step 3- A meeting of the complainant, teacher, supervisor and superintendent shall be held no more than fifteen (15) school days after Step 2.

Step 4- A meeting of all people in Step 3 and the School Board shall be held within thirty five (35) calendar days after Step 3.

Section 6. Anyone involved above shall have the right to be represented, or may call witnesses, or have witnesses present during any of the above steps.

Section 7. If an issue is determined to be a violation of existing State and/or Federal Laws, and is not resolved in the procedures listed in Section 5 above, the complainant may proceed according to existing statutes.

**ARTICLE XXV
TELECOMMUNICATIONS/INSTRUCTION**

Section 1. Educational Alternative: It is agreed that remote delivery methods where the teacher is not physically present with the student may be used as an educational alternative in this School District.

Section 2. Voluntary: Any teaching assignment which includes remote delivery will be made only with the consent of the teacher so assigned. If no teacher agrees to accept such assignment, the School District may employ additional personnel.

Section 3. Hold Harmless Clause: The School District hereby warrants and covenants that it will defend, indemnify and save the teacher(s) harmless from any and all actions, suits, claims, damages, judgments and executions or other person may have or claim to have, now or in the future, arising out of or by reason of teacher(s) involvement in telecommunicating, excluding willful neglect of duty.

Section 4. Time and Compensation: Time and compensation for preparation, curriculum development, in-service training and remote site visitation outside the normal duty day, shall be agreed between the School District and the association at the time the teacher agrees to the assignment.

Section 5. Production Rights: The sale of curriculum shall be permitted only upon agreement of the School District.

Section 6. Supervision at Remote Sites: Supervision, beyond the normal interaction of the classroom, shall be the responsibility of the remote site district. Teachers will not be responsible for behavior at remote sites.

ARTICLE XXVI EARLY CHILDHOOD FAMILY EDUCATION

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an Early Childhood and Family Education program, which is offered through a community education program which qualifies for community education or ECFE aid, must meet licensure requirements as a teacher. However M.S. 122A.15 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for the purposes of M.S. 122A.41, Subd. 1.

Section 2. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to discharge an ECFE teacher at the end of the school year, and the ECFE teacher shall have no recourse to the grievance procedure. All discipline of ECFE teachers is subject to Article XXII, Grievance Procedure. Upon completion of the probationary period, an ECFE teacher may be discharged only for just cause subject to Article XXII, Grievance Procedure.

Section 3. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 4. Hours of Service, Duty Day, Duty Week, Duty Year: Recognizing that the unique, changing and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by the school district and modified from time to time based upon the needs of the program.

Section 5: An ECFE teacher shall be considered as a teacher as per this contract with all rights and privileges other than those listed in Sections 1-4 of Article XXVI.

ARTICLE XXVII DURATION

Section 1. Term and reopening negotiations: The agreement shall remain in full force and effect for a period commencing July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing on July 1, 2017, it shall give written notice of such intent no later than May, 2015. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (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 the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

Section 4. Severability: The provisions of the 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.

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

President

Chairperson

Secretary

Clerk

Chief Teacher Negotiator

Chief Board Negotiator

Dated this ____ day of _____ 2015

Dated this ____ day of _____ 2015

SALARY SCHEDULE 2015-2016
SCHEDULE A

	BA	+10	+20	+30	+40/MA	MA+10
1	37,637	39,058	40,479	41,898	43,318	44,735
2	38,874	40,293	41,711	43,131	44,552	45,971
3	40,107	41,526	42,945	44,372	45,786	47,206
4	41,340	42,760	44,181	45,599	47,018	48,438
5	42,574	43,994	45,412	46,833	48,253	49,672
6	43,809	45,227	46,647	48,067	49,487	50,907
7	45,041	46,461	47,881	49,299	50,721	52,141
8	46,275	47,696	49,115	50,536	51,941	53,373
9	47,509	48,928	50,348	51,768	53,189	54,608
10	48,741	50,164	51,582	53,002	54,421	55,841
11	49,977	51,397	52,817	54,234	55,656	57,074
12	51,210	52,630	54,050	55,471	56,891	58,309
13	52,447	53,863	55,285	56,703	58,122	59,542
14	52,447	55,096	56,517	57,937	59,357	60,753
15	52,447	58,924	60,343	61,764	63,115	64,511

Teachers assigned a split grade elementary classrooms shall receive an additional \$3,000 for such an assignment.

When a teacher reaches his/her twentieth (20th) year of service, he/she shall receive a longevity payment of \$500 for that year and each year they continue to be employed with the district.

SALARY SCHEDULE 2016-2017

SCHEDULE B

	BA	+10	+20	+30	+40/MA	MA+10
1	38,578	40,034	41,491	42,945	44,401	45,854
2	39,846	41,300	42,754	44,210	45,666	47,120
3	41,110	42,564	44,018	45,481	46,930	48,386
4	42,374	43,829	45,286	46,739	48,193	49,649
5	43,638	45,093	46,548	48,004	49,460	50,914
6	44,905	46,358	47,813	49,268	50,724	52,179
7	46,167	47,623	49,078	50,531	51,989	53,445
8	47,432	48,888	50,342	51,799	53,240	54,708
9	48,697	50,151	51,607	53,062	54,519	55,973
10	49,960	51,418	52,872	54,327	55,782	57,237
11	51,226	52,682	54,137	55,590	57,047	58,501
12	52,490	53,946	55,401	56,858	58,314	59,767
13	53,758	55,210	56,667	58,121	59,575	61,031
14	53,758	56,473	57,930	59,385	60,841	62,271
15	53,758	60,397	61,852	63,308	64,693	66,124

Teachers assigned a split grade elementary classrooms shall receive an additional \$3,000 for such an assignment.

When a teacher reaches his/her twentieth (20th) year of service, he/she shall receive a longevity payment of \$500 for that year and each year they continue to be employed with the district.

SCHEDULE C

Driver’s Education	\$25/hour
Extra-curricular Band	\$48/event (Max. 20 events)
Chaperone	\$48
Newspaper	\$43/issue
Concert Director	\$58/event

Other areas:

If positions are shared, compensation will be divided in half based on experience.

	1-3 Years <u>Experience</u>	4+ Years <u>Experience</u>
FCCLA	\$1200	\$1375
Student Council	\$1200	\$1375
Junior Class Advisor (includes prom)	\$1200	\$1375
National Honor Society	\$1200	\$1375
Annual	\$2150/\$1200*	\$2325/\$1375*
Senior Class Advisor	\$650	\$825
Math League (Senior High)	\$1200	\$1375
Math League (Junior High)	\$1200	\$1375
Title Coordinator	\$1200	\$1375
Athletic Director	As per Moose Lake Athletic Director Calculation	
Life Smarts	\$1200	\$1375
Pep Club	\$1200	\$1375
One Act Play	\$1200	\$1375
Academic Advisor (new activities to be approved by Board)	\$1200	\$1375

*If yearbook is a class, the Schedule C salary will match other items on Schedule C; if it is not a class, it will remain at the current rate.

This extra-curricular activity schedule shall constitute the absolute total compensation for all extracurricular activities.