



AGREEMENT

BETWEEN

RUM RIVER SPECIAL EDUCATION COOPERATIVE

and

EDUCATION MINNESOTA RUM RIVER SPECIAL EDUCATION COOPERATIVE

The Exclusive Representative of

RUM RIVER SPECIAL EDUCATION COOPERATIVE CERTIFIED TEACHING PERSONNEL

OF

RUM RIVER SPECIAL EDUCATION COOPERATIVE ISD NO. 6079

Cambridge, MN 55008

Effective July 1, 2023 through June 30, 2025

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District No. 6079, Cambridge, Minnesota (hereinafter referred to as the District) and Education Minnesota Rum River Special Education Cooperative (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for the teachers during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A, the District recognizes Education Minnesota Rum River Special Education Cooperative as the Exclusive Representative of teachers employed by the District, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and in said act, including those on leave.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. 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 P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher:

As defined in MN Statute 179A.03, 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 Professional Educator Licensing and Standards Board or the commissioner of education; or
- (2) in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist.

In the event of any amendments to MN Statute 179A.03, the current Statute language shall prevail.

Section 3. District: Any reference to the District in this Agreement shall mean the Governing Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The parties recognize that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the Governing Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District and member districts of the Cooperative, and all management rights and functions not expressly delegated in this Agreement are reserved to the District.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Governing Board and shall be governed by the laws of the State of Minnesota, and by reasonable District rules, regulations, directives and orders, issued by properly designated officials of the District. The parties also recognize the right, obligation and duty of the Governing Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Governing Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognize that the District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of State and Federal governmental agencies.

ARTICLE V TEACHER RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment, or circumvent the rights of the Association if there be one.

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 the Association for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the Governing Board of such unit.

Section 3. Request for Dues Check off: The Association shall be allowed dues check off for its members provided that dues check off and the proceeds thereof shall not be allowed to the Association that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of proper authorization of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Association beginning in October and ending in May. One week prior to the October 15 payroll cut off, the Association shall furnish the business office with a list of the appropriate deductions for each member. Deductions may be terminated by the teacher by giving written notice to the Association by September 30th.

Section 4. Personnel Files: Pursuant to Minn. Stat. §122A.40, Subd. 19, all evaluations and files generated within the District relating to each individual teacher shall be available during regular District business hours to each individual teacher upon his/her written request. Copies of evaluations and follow-up information and letters of commendation or reprimand shall be given to teachers when such material is placed in the personnel file. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion to the file written information in response to any material contained therein; provided, however, the District may destroy such files as provided by law.

Section 5. Transfers: Prior to a transfer in an assignment, the Executive Director shall discuss the change in assignment with the affected teacher(s) and include the rationale for the transfer(s). When a final decision is made, the affected teacher(s) will be notified in writing. Final decisions on assignments remain with the District.

ARTICLE VI LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to Minn. Stat. §120A.40, the District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the coming school year, and the teacher shall perform services on those legal holidays on which the District is authorized to conduct school. The length of the school year shall consist of 183 duty days for teachers including: student days, orientation and workshop days, and in-service training days as determined by the District.

Section 2. Stretch Calendar: A stretch calendar is defined as a school year calendar from July 1 to June 30 of a given year. Teachers serving as itinerant staff (ie: Occupational Therapists, Physical Therapists, School

Psychologists, Non-Administrative Coordinators, Teachers of the Deaf and Hard of Hearing, Physical/Health Disability Teachers, Autism Consultants, and Teachers of the Blind and Visually Impaired) will have an opportunity to work collaboratively with the Executive Director of Special Education to create the best individual stretch calendar for that teacher, students and member district(s) they service. Any adjustments to assignment will be communicated with and approved by the Executive Director of Special Education.

Section 3. Extended Duty Days: Certain positions require extended time assignments for full-time employees beyond the regular duty year defined in the contract agreed to by the District and the Association. Extended days are required by the District for the following positions:

- A. Special Education Coordinators: 7 additional days.
- B. School Psychologists: 5 additional days.
- C. Educational Audiologist: 7 additional days

Section 4. Emergency Closings:

Subd. 1. In the event of energy shortages, severe weather, or other exigency, the 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 District shall determine, if any. If teachers do not perform teacher or teacher-related duties on that or other such day, the teacher's compensation shall be reduced accordingly, as stated in Article XIV, Section 2.

Subd. 2. In the event of energy shortages, severe weather, or other exigency, the District further reserves the right to modify the length of the school day, as the District shall determine, but with the understanding that the total number of hours shall not be increased [e.g. a four (4) day work week with increased hours per day but the total weekly hours not more than the regular five (5) day week].

Subd. 3. Prior to modifying the scheduled length of the school day or scheduling make-up days, due to energy shortage, severe weather or other exigent circumstances, the District shall provide the Association with an opportunity to meet and confer.

Section 5. Home-Based Summer Services: Teachers who have the responsibility to provide year round home-based summer services within the District and/or within member district(s) to which they were assigned during the regular school year will be expected to provide these services except when unusual extenuating circumstances arise to prevent them from doing so (e.g., serious illness/injury for the teacher or a close family member, etc.) or prior arrangements have been agreed upon in advance by the employee and the District. Teachers must provide these services outside of the approved annual teacher contract days if directed by the Executive Director, and will be compensated at their hourly rate for up to 225 hours for home visits or at the ESY rate (as defined in Schedule B of this Agreement) for any ESY hours. Any additional hours must be agreed upon in advance by the employee and the District. For professional groups that include multiple teachers who are appropriately licensed to provide these home-based summer services (e.g. Occupational Therapists, Teachers of the Deaf and Hard of Hearing, etc.) the individual teacher(s) responsible for the home-based services may be collaboratively determined by the group, with the approval of the Executive Director. Responsible positions include Physical Therapists, Occupational Therapists, Teachers of the Blind and Visually Impaired, Teachers of the Deaf and Hard of Hearing, Educational Audiologists, and Physical/Health Disability Teachers.

ARTICLE VII HOURS OF SERVICE

Section 1. Teacher's Day: Teaching and classroom assignments shall be designated by the Executive Director of Special Education or his/her designee. The teacher's day shall be seven and one-half (7.5) hours, exclusive of lunch, except on Friday and the day preceding a holiday, when the teacher shall be excused fifteen (15) minutes following the last class period in each building.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the District. Building hours will be designated by the District after providing the Association with an opportunity to meet and confer.

Section 3. Lunch Period: All teachers will have a duty-free lunch period of no less than thirty (30) minutes duration, except in cases of emergency.

Section 4. Preparation Time: Normally the teacher's day will include a minimum preparation time which will approximate fifty (50) minutes per day, during the time that the students in that building are normally in session. Scheduling may result in variations of the preparation time on a day-to-day basis, but it will not be broken up into more than two (2) blocks of time unless mutually agreed upon.

Section 5. Special Education Teacher Paperwork Day: Teachers may request a special education paperwork day for the purpose of working on due process paperwork. The special education paperwork day must be requested in writing to the Program Coordinator in advance. Special Education paperwork days must be completed on site or at the District Office during the work day. Teachers choosing to work at the District Office will not be reimbursed for mileage. The final decision to approve, deny, or reschedule the special education paperwork day is determined by the Program Coordinator.

ARTICLE VIII RATES OF PAY

Section 1. Schedule: The wages and salaries reflected in Schedule A-1 attached hereto shall be a part of the Agreement for the 2023-2024 school year, subject to the right of the District to withhold increments for just cause. The wages and salaries reflected in Schedule A-2 attached hereto shall be a part of the Agreement for the 2024-2025 school year, subject to the right of the District to withhold increments for just cause. Teachers shall advance on the salary schedule one step subject to the right of the District to withhold increments for just cause. A salary increment shall not be withheld unless the teacher is notified of the deficiency, in writing, and given reasonable opportunity to correct such deficiency. An action withholding an increment shall be subject to the grievance procedure.

Section 2. Status of Salary Schedules: The salary schedules are a part of this Agreement but shall not be construed as a part of a teacher's continuing contract as defined in Minn. Stat. §122A.40. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated at the previous year's step until such time that a successor Agreement is executed. This provision shall apply to Schedules A-1, A-2, and B.

Section 3. Placement on 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 teacher assignments as determined by the Executive Director of Special Education or his/her designee. Any credits required in an approved, germane degree program will be considered germane. Credits for lane changes shall be computed on the basis of semester credits.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of C or higher. When applying for a lane change, the cumulative GPA for the graded courses submitted for that lane change must be a minimum of 3.00 in order to qualify for the new salary schedule placement. College or university credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. Video and online courses must also be completed through an accredited institution.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Executive Director or his/her designee, in writing, prior to the taking of the course.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each school year. Upon presentation of a transcript of qualified credits to the Executive Director of Special Education's office, either before October 1 or before February 1, the teacher will be placed on his/her new lane. Lane changes will be effected only on the two above dates each school year. If a transcript cannot be obtained by these dates, other satisfactory evidence of successful completion of the course will be accepted as determined by the Executive Director of Special Education or his/her designee, however official transcripts must be turned in when they are received. If submitted by October 1st, the teacher will receive the lane change for the whole year. If received by February 1, the teacher will receive ½ (half) of the lane change.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree, specialist, or PHD/Doctorate lane only if the degree program is germane to the teaching assignment as determined by the Executive Director.

Subd. 6. Specialized Degrees: School psychologists, physical therapists, occupational therapists, and speech-language pathologists, who have a master's degree and have achieved a specialized degree in the respective field and is germane to the teaching assignment, are to use the following equation when calculating lane placement. Advanced master's degree credits beyond 30 graduate credits are considered beyond the standard MA level.

Graduate credits (x)-30= lane placement.

Ex: 70 master's degree credits - 30 = 40 (MA40/Specialist Lane).

If the above formula is greater than or equal to 30 but less than 40, a person shall be placed on the MA+30 lane. If the above formula is greater than or equal to 40, then the person shall be placed at the MA+40 lane.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on a lane as determined by the rules of this Section, and on the salary schedule step as agreed between the District and the teacher.

Subd. 8. To receive a year of credit for experience, a teacher must be on duty at least 975 hours during a school year and have performed satisfactorily. A teacher who does not meet the 975 hours requirement in a given school year may advance one step on the salary schedule if he/she works a minimum of 457.5 hours per school year for two consecutive school years and has performed satisfactorily, as determined by the District.

Subd. 9. Each new teacher shall submit a transcript of his/her college credits (i.e. undergraduate and graduate inclusive) at the time of employment.

Section 4. 403B Matching Contribution Plan:

Subd. 1. Teachers who have achieved tenure with the District or who have completed four consecutive years of service with the District as defined in Section 3. Subd. 7. of this Article, whichever occurs first, shall, in subsequent years, be eligible to participate in a 403B matching contribution plan pursuant to Minn. Stat. §356.24.

Subd. 2. The District will match eligible annual teacher contributions based on the completion of the following years of teaching experience in the District, as defined in Section 3. Subd. 7. of this Article:

	<u>2023-2024</u>	<u>2024-2025</u>
Tenured to 3 years of experience	\$650.00	\$800.00
4 years of experience to 9 years of experience	\$1,100.00	\$1,250.00
10 years of experience to 14 years of experience	\$1,350.00	\$1,500.00
15 years of experience to 19 years of experience	\$1,650.00	\$1,800.00
20 or more years of experience	\$2,150.00	\$2,300.00

The District shall contribute annually an amount equal to the amount contributed by the teacher. This amount shall not exceed the maximum amount outlined according to the above list. Teachers working less than the 183 day school year may participate in the matching contribution plan on a pro rata basis to the length of their school year. Teachers working thirty (30) hours per week or more are eligible for the full benefit. Teachers working less than thirty (30) hours per week but at least eighteen and three-fourths (18.75) hours per week may participate in the 403B matching contribution plan on a pro rata basis. Teachers working less than eighteen and three-fourths (18.75) hours per week are not eligible for any matching contribution.

Subd. 3. The maximum career matching contribution by the District shall be \$45,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible teacher by October 1 of the school year for the teacher to initiate or change contributions in the 403B matching

contributions plan for that school year.

Subd. 5. Teachers on unpaid leaves may not participate in the matching program while on leave. Those teachers on sabbatical leave retain the option of participation at a pro rata one half (1/2) amount for the duration of their leaves.

Section 5. Jury Duty Pay: Teachers who are required to serve on jury duty shall be granted pay by the District in the amount of the difference between their regular pay and jury duty pay. Travel allowance amounts received shall be retained by the teachers.

ARTICLE IX EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless set forth as such in the individual contract.

Section 2. Mileage Reimbursement Rate: Mileage for official business as approved by the District will be paid at the Federal rate.

Section 3. Signing Incentive: District and the Association agree that the District may pay a signing incentive to new teachers under the following conditions:

Subd. 1. Must be a new hire who will commence the performance of services for the District.

Subd. 2. Must be accepting employment in a position determined by the Executive Director of Special Education as difficult to fill.

Subd. 3. Must sign a document, at or about the time of hire, acknowledging the requirements pursuant to this section of the Agreement.

Subd. 4. The signing incentive payment is a maximum of \$5,000, but may be less as determined by the Executive Director of Special Education. The signing incentive is subject to regular and customary payroll withholdings.

Subd. 5. The District will pay the signing incentive within thirty (30) days of the first day the teacher begins performing services for the District.

Subd. 6. The teacher is required to repay 50% of the signing incentive to the District if the teacher resigns from employment with the District before he or she has completed the equivalent of two full school years.

Subd. 7. The teacher is obligated to repay the signing incentive payment as specified above in subd. 6 to the District. Such payment is due and payable, in full, within thirty (30) days of the effective date of the teacher's separation from employment or unless otherwise mutually agreed upon. If the teacher is owed wages from the District at the time the repayment obligation is known, the District may deduct wages to recover all or a portion of the indebtedness.

Section 4. Staff Substitution Pay: Teachers may, if requested by the building Administrative Coordinator, act as substitutes for colleagues. In such cases the teachers shall be paid as provided in Schedule B.

Section 5. Curricular Writing: Teachers shall be compensated in accordance with Schedule B for all assigned

curriculum or rewriting of curricular assignments and curricular or program presentations that are necessary to be completed outside the school day under supervision on District premises.

Section 6. Career Increment Stipends: A teacher who has completed at least fifteen (15) years of continuous service in the District shall be paid a career increment stipend according to the following schedule:

Years of Service based on Seniority Date	<u>2023-2024 Stipend</u>	<u>2024-2025 Stipend</u>
15-19	\$850	\$1,000
20-24	\$1,850	\$2,000
25-29	\$2,850	\$3,000
30 or more	\$3,850	\$4,000

Section 7. National Board Certification: Teachers who are required to become certified by the National Board of Certification or are required to hold a Certificate of Clinical Competence or are required to hold other national or professional board certification(s) to uphold their licensure, will be reimbursed the cost of the fees for maintaining the certification(s). If the district requires the certification(s), the teacher will be reimbursed for the cost of the certification(s). It is the responsibility of the teacher/professional to provide proper evidence that the teacher/professional holds the certification(s).

ARTICLE X GROUP INSURANCE

Section 1. Selection of Carrier: A selection of the insurance carrier shall be made by the District. The terms of the insurance coverage shall be negotiated.

Section 2. Medical Insurance Plan:

Subd. 1. Single Coverage: During the 2023-2024 school year, the District shall contribute up to \$7,441 toward the premium for individual coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group medical insurance plan.

During the 2024-2025 school year, the District shall contribute up to \$7,590 toward the premium for individual coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group medical insurance plan.

Qualified Health Accounts: In addition to the district contributions listed above, as part of the medical benefit plan, the District will contribute an amount recommended by the insurance committee to a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) for each insured employee covered under these Terms and Conditions of employment each insurance plan year.

The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.

Subd. 2. Dependent Coverage: During the 2023-2024 school year, the District shall contribute up to \$15,623 toward the cost of the premium, for employee+ one coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group medical insurance

plan for employee+ one coverage; and the District shall contribute up to \$21,762 toward the cost of the premium for family coverage for each eligible teacher employed by the District who qualifies for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.

During the 2024-2025 school year, the District shall contribute up to \$15,936 toward the cost of the premium, for employee+ one coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District's group medical insurance plan for employee+ one coverage; and the District shall contribute up to \$22,197 toward the cost of the premium for family coverage for each eligible teacher employed by the District who qualifies for family coverage. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction. In no event shall the District contribution exceed the premium amount.

Qualified Health Accounts: In addition to the district contributions listed above, as part of the medical benefit plan, the District will contribute an amount recommended by the insurance committee to a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) for each insured employee covered under these Terms and Conditions of employment each insurance plan year.

For teachers that are working at least 30 hours per week for at least 9 months per year and are married to another District employee working at least 30 hours per week for at least 9 months per year, and elect employee + one coverage, the District will contribute the full premium for either employee+ one or family coverage for the teacher, provided the other spouse declines coverage. No additional payment will be made to married teachers when each is covered under a single plan.

The premium increase during the second year of the Agreement will be limited to 10%. If the premium increase exceeds 10%, the plans available will be reevaluated by the insurance committee to stay within that amount.

Subd. 3. Successor Agreement: In the event a successor agreement is not entered into prior to the expiration of this agreement, a teacher shall continue to receive the previous year's dollar contribution amount toward the cost of medical insurance premiums until such time that a successor agreement is executed.

Section 3. Dental Insurance:

Subd. 1. Single Coverage: the District shall contribute 100% of the premium for individual dental coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District group dental plan.

Subd. 2. Dependent Coverage: the District shall contribute 80% of the premium for dependent dental coverage for each eligible teacher employed by the District who qualifies for and is enrolled in the District group dental plan. The cost of the premium not contributed by the District shall be paid by the teacher by way of payroll deduction.

Subd. 3. During the second year of the Agreement, the premium increase for the dental plan will be limited to no more than 10%. If the increase in premiums would exceed 10% the dental plan must be modified to contain the premium increase to no more than 10%.

Section 4. Long-Term Disability:

Subd. 1. The District shall provide the present long-term disability insurance program and the District will pay one-twelfth (1/12th) of the annual premium per month for each teacher who qualifies for and

is enrolled in the District's group long-term disability plan during employment in the District. There is a waiting period for benefits of ninety (90) calendar days.

Subd. 2. Donation of Personal Leave: Teachers may, on a voluntary basis, donate personal leave day(s) to another teacher within the District who has a long-term disability, generally an expected duration of ninety (90) days, and who provides medical documentation to both the District and the Association that he/she is unable to work his/her contracted hours. The recipient must have exhausted all his/her sick and personal leave days. Additionally, the recipient must not yet qualify for long-term disability.

Subd. 3. Benefits: The teacher requesting the leave must notify the District and the Association of his/her intent to apply for donated personal leave days.

Subd. 4. The Association shall develop a procedure and form for soliciting teachers to donate leave and shall notify the District of donated personal leave days.

Subd. 5. The payment of the personal leave day(s) shall be made at the donee's (user's) rate of pay.

Section 5. Life Insurance: The District shall provide a group term life insurance policy covering all full-time teachers who qualify for and are enrolled in the District's group life insurance plan in the amount of two (2) times the annual salary.

Section 6. Duration of Insurance Contribution: A teacher is eligible for District contributions as provided in this article as long as the teacher is employed by the District.

Section 7. Post Employment Insurance: In keeping with M.S. 471.6161, teachers who resign or retire from the District shall have the option to remain on the district insurance plan. Teachers choosing this option shall not receive District contributions to insurance premiums. In the event of any amendments to M.S. 471.6161, the current Statute language shall prevail.

Section 8. Claims Against the District: The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

Section 9. Eligibility: It is understood and agreed by the parties that Group Insurance, Article X, is designed for employees regularly employed at least thirty (30) hours per week, and such benefits shall not apply to employees who are regularly employed less than thirty (30) hours per week or casual employees. The leave provisions from Article XI apply pro rata to teachers regularly employed less than thirty (30) hours except for the Sabbatical Leave provision, which does not apply.

ARTICLE XI PERSONAL INJURY/PROPERTY BENEFITS

Section 1. Reimbursement: Upon proper documentation, the School District will reimburse teachers for expenses incurred in repairing or replacing personal items broken or damaged during the normal workday by

students; i.e. glasses, hearing aids, dentures, vehicles (up to the employee's personal insurance deductible amount). Personal items do not include items that are not required for the teacher to perform their job; i.e. cell phones. Requests for reimbursement will be submitted to the Executive Director within thirty (30) days of the damage. The Executive Director will make the determination if the item in need of repair is required for the teacher to perform their job.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Sick and Safe Leave:

Subd. 1. A full-time teacher shall earn sick and safe leave at the rate of eleven (11) days for each year of service of employment in the District. At the beginning of each school year, the teacher will be credited with eleven (11) days sick and safe leave on a proportionate basis to the teacher's work year.

Subd. 2. Unused sick and safe leave days may accumulate to a maximum of one hundred thirty (130) days of sick and safe leave per teacher.

Subd. 3. Sick and safe leave with pay shall be allowed whenever a teacher's absence is necessary for the following reasons:

- (a) The employee's mental or physical illness, treatment or preventative care;
- (b) A family member's mental or physical illness, treatment or preventative care;
- (c) Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- (d) Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- (e) When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 4. Sick and safe leave may be used for the care and support of a teacher's:

- (a) Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- (b) Spouse or registered domestic partner;
- (c) Sibling, stepsibling or foster sibling;
- (d) Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- (e) Grandchild, foster grandchild or step-grandchild;
- (f) Grandparent or step-grandparent;
- (g) Sibling's child;
- (h) Parent's sibling;
- (i) Child-in-law or sibling-in-law;
- (j) Any of the family members listed in 1 through 9 above of a teacher's spouse or registered domestic partner;
- (k) Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship; and
- (l) Up to one individual annually designated by the employee.

This list is pursuant to Minn. Statutes §181.940 et. seq.

Subd. 5. The District may require a teacher to furnish a medical certificate from a qualified medical

practitioner as evidence of illness, indicating such absence was due to illness, in order to qualify for sick and safe leave pay. However, the final determination as to the eligibility of a teacher for sick and safe leave is reserved to the District. In the event that a medical certificate will be required, the teacher will be so advised. Sick and safe leave will not be granted for elective medical procedures that can be scheduled outside the regular school year.

Subd. 6. Sick and safe leave allowed shall be deducted from the accrued sick and safe leave days earned by the teacher.

Section 2. Bereavement Leave:

Subd. 1. A teacher may be granted bereavement leave for deaths or funerals in the teacher's family pursuant to the rules of this section.

Subd. 2. Up to five (5) days per separate occurrence may be allowed if the death or funeral involves the teacher's, or teacher's spouse's father, mother, sister, brother, husband, wife, son or daughter or up to three (3) days for the teacher's, or teacher's spouse's grandparents or grandchildren.

Subd. 3. The specific amount of the leave allowed under this section shall be within the discretion of the District, and more or less bereavement leave may be allowed than provided for in this section, depending upon the particular circumstances surrounding each case.

Subd. 4. The amount of bereavement leave allowed for part-time teachers shall be prorated consistent with the teacher's contracted full-time equivalent (FTE).

Section 3. Personal Leave:

Subd. 1. At the beginning of every school year, each teacher shall be credited with four (4) days of personal leave.

Subd. 2. A personal leave day may be used for any purpose at the discretion of the teacher. Requests for personal leave must be made in writing to the Executive Director of Special Education or designee in advance whenever possible.

Subd. 3. A teacher may accumulate unused personal leave days to a maximum of ten (10) days at the end of the school year. At the teacher's request, he/she may be paid at the end of a school year at the current daily rate for substitute teaching for any or all unused personal days; or any unused personal days may be transferred to a teacher's sick leave bank. A written request to cash in any days beyond ten (10) days must be submitted to the Executive Director of Special Education or designee by June 15th or they will be forfeited.

Subd. 4. The number of teachers absent on any given day pursuant to this section shall not exceed more than two (2) at a particular site. However, the Executive Director of Special Education has the discretion to exceed this number. The District is not required to grant, but may grant, personal leave during: the first five (5) student contact days of the school year, the last five (5) student contact days of the school year and scheduled parent/teacher conferences.

Subd. 5. In the event of extreme hardship due to a death or illness, a teacher may be eligible for use of personal leave days donated from fellow colleagues. To be eligible for any donated personal leave days, a teacher must have exhausted all of his/her own personal leave days and applicable sick leave and funeral leave. Teachers may donate personal leave days directly to a specific, eligible colleague in need. Teachers may also, at any time, donate personal days that will be pooled and used as needed by teachers who are eligible to draw days from the pool. The use of the pooled days will be on a first

come, first serve basis for eligible teachers. At the end of each fiscal year, any remaining days will carry over to the next year's pool. The Association will be responsible for administering the donation of personal leave days addressed in this subdivision.

Section 4. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to teachers in the District for the purpose of professional improvement, subject to the conditions established by the written policy of the District and pursuant to Minn. Stat. §122A.49.

Subd. 2. To be eligible for sabbatical leave, a teacher must have been continuously employed at least seven (7) years in the District.

Subd. 3. The procedure of applying for sabbatical leave and determining the distribution of such leave shall be established by the Executive Director of Special Education.

Subd. 4. Sabbatical leave for study shall be limited to a teacher centering his/her study in his/her area of employment in the District and shall not be used for retraining in a new area unless at the request of the District.

Subd. 5. The proposed program of study must be approved in advance by the Executive Director of Special Education and the Governing Board.

Subd. 6. Applications for sabbatical leave shall be submitted in writing to the Executive Director of Special Education between September 15th and February 1st of the preceding year. Applicants shall receive written notification on or before March 15th following application for sabbatical leave.

Subd. 7. The number of teachers on sabbatical leave shall be limited to one (1) teacher per hundred members of the faculty or major fraction thereof in any one year.

Subd. 8. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary, not including any extracurricular pay, of the teacher for the school term in which the application for sabbatical leave is made. A teacher is eligible to continue his/her group insurance benefits if permitted by the terms of the policy, including the District contribution pursuant to Article X of this Agreement, providing the teacher makes arrangements to remit to the District the teacher's share, if any, of any premiums on such benefits, as due.

Subd. 9. A teacher receiving a sabbatical leave of absence must agree in writing to return to the District for at least two (2) years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the District, for any reason other than the teacher's incapacity to teach, shall refund those moneys received from the District for sabbatical leave, and said moneys shall be due and payable to the District forthwith upon the cessation of employment in the District.

Subd. 10. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 11. Sabbatical leave shall not exceed one (1) contract year and shall be awarded not more than once to any teacher in the District.

Subd. 12. The District reserves the right to rescind a sabbatical leave approval prior to its commencement, in the event of an emergency.

Subd. 13. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to a position commensurate with the one he/she occupied prior to the leave.

Subd. 14. If the number of requests for sabbatical leave exceeds the number to be granted by the Governing Board, the Governing Board shall have sole authority, in its discretion, to determine which teachers will be selected for sabbatical leave. In exercising its discretion, however, the School Board will give its consideration to length of service of teacher, his/her contribution to the District, and the overall needs of the educational program as determined by the District.

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time. 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 this Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by child care leave. A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 2. A teacher making application for child care leave shall inform the Executive Director of Special Education in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. If the leave is proposed to start at the beginning of the next school year, notice is preferred to be provided prior to February 1st. In the event of an emergency (i.e. not limited to but to include adoption, court ordered foster care placement, complications related to the pregnancy etc.), the District has the right to waive or adjust the prior notification requirement.

Subd. 3. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, (e.g. winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like).

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the Governing Board shall not, in any event, be required to:

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

Subd. 5. A teacher returning from child care leave shall be reemployed in a position for which he or she is licensed, unless previously discharged or placed on unrequested leave. The District will retain the authority for placement; however, an effort will be made to place the returning teacher in a position comparable to the assignment prior to the child care leave.

Subd. 6. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.

Subd. 7. 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. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. 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. If a teacher does not return to the District pursuant to this section, he/she may continue participation in group insurance programs pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.).

Subd. 9. Child care leave under this section shall be without pay.

Section 6. Adoption Leave:

Subd. 1. Teachers may, for the purpose of adopting a child or children, use a maximum of six (6) consecutive weeks of sick leave beginning in the days immediately before or immediately after the date of parental custody. If the adopting parents are both teachers employed by District, the total benefit provided for in this subdivision shall not exceed the benefit of one individual teacher. Written application for such leave must be submitted at least three (3) calendar months prior to the date of commencement of the leave.

Subd. 2. A leave of absence without pay for the purpose of adopting a child will be granted by the Governing Board for a period commencing as of the date of placement, and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least three (3) calendar months prior to the date of commencement of the leave. Other provisions are the same as for child care leave except that, in no event, shall two members of the same family teaching in the District be granted such leave at the same time.

Section 7. Resignation Date: A teacher on leave who wishes to resign shall comply with the timelines and dates established by Minn. Stat. §122A.40.

Section 8. Probationary Teacher: If a probationary teacher is on a leave of absence for an entire school year, that school year shall not be included in fulfilling the teacher's probationary period.

Section 9. Retirement Notice:

If a teacher submits a written letter of intent to retire to the District by the February 1st prior to the retirement date, the teacher will receive a retirement bonus of \$3,000 upon approval of the retirement by the Governing Board.

Section 10. Association Leave: At the beginning of every school year, the Association shall be credited with ten (10) days of Association leave, with pay, to be used only by teachers who are officers or agents of the Association for activities which may include:

- a) Lobbying
- b) Contract administration
- c) Professional growth
- d) Community ambassadorship
- e) Representation at state or national meetings

Leave for activities not listed above may be approved at the discretion of the Executive Director of Special

Education . The District and the Association will alternately pay for the cost of the substitute. The District shall pay for day one. The Association shall notify the District at least two (2) working days prior to the dates for intended use of such leave. Any Association member who holds a state or national office cannot access the above days for any of his/her duties. Under extenuating circumstances, the number of days could be increased at the discretion of the Executive Director of Special Education The substitute cost for any additional days will be paid by the Association. Any of the unused 10 days may carry over and accumulate up to a maximum of 25 days.

Section 11. Statutory Leave: A teacher making application for a 3-5 year leave pursuant to Minn. Stat. §122A.46, must make the request in writing to the Executive Director of Special Education prior to February 1.

Section 12. All Approved Leaves: The Governing Board shall not be obligated to reinstate a teacher who takes a full-time or part-time position as a teacher in another Minnesota school district while on a leave of absence or medical leave. This provision does not apply to Unrequested Leaves of Absence under Article XII below.

Section 13. Universal Notification Date: February 1st is the universal notification date for providing written notice to the District of retirements, resignations and requests to take a leave or return from leave. This provision does not apply to Unrequested Leaves of Absence under Article XII below. See also specific leave requirements for child care leave.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this language is to constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes by consolidation of districts.

Section 2. Definitions:

Subd. 1. For the purpose of this article, a full-time teacher shall be defined as 1.0 full time equivalent (FTE).

Subd. 2. "Qualified" shall mean a teacher who is licensed to teach full-time in the subject matter category and has successfully taught such subject matter category for one (1) semester within the District, or as a tenured teacher in that subject matter in another district.

Subd. 3. "Subject Matter" shall mean such categories as are determined by the State of Minnesota for licensure purposes.

Subd. 4. In determining seniority, such term shall mean the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher, commencing with the time stamping of the initial contract in the District and shall exclude probationary teachers 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 by resignation, or termination pursuant to Minn. Stat. §122A.40, but whose employment was subsequently reinstated by action of the Governing Board and the teacher, without interruption of

regular service, shall retain his/her original seniority date.

Section 3. Unrequested Leave of Absence:

Subd. 1. The District may place on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the District.

Subd. 2. Before a teacher's contract is terminated by the board, the board must notify the teacher in writing and state its ground for the proposed termination in reasonable detail together with a statement that the teacher may make a written request for a hearing before the board within 14 days after receipt of such notification. Within 14 days after receipt of this notification the teacher may make a written request for a hearing before the board and it shall be granted upon reasonable notice to the teacher of the date set for hearing, before final action is taken. If no hearing is requested within such period, it shall be deemed acquiescence by the teacher to the board's action as per Minn. Stat. 122A.40.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the field and subject matter employed in positions covered by this Agreement. 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 employed.

Subd. 4. The provision herein shall not apply if it will result in any violation of the District's affirmative action program, which shall include ethnic, race, color or sex; and any teacher employed in an affirmative action program may be retained in the seniority unit in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Seniority List: The District shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensure for each teacher.

Subd. 6. Tie Breaker: Among teachers with equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 7. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Subd. 8. Any teacher placed on unrequested leave of absence shall remain eligible for group insurance benefits at the teacher's expense for the duration of the leave. A teacher electing to continue group insurance benefits must arrange for the repayment of premiums through the District Office on a quarterly, semi-annual or annual basis.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the District while any qualified teacher is on unrequested leave of absence in the same field and subject matter in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from

which they have been given leave, or any other available position covered by this Agreement, 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 requested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his/her name and address with the District Office to which any notice of reinstatement or availability of position shall be mailed by registered mail. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.

Notice of available positions and reinstatement will also be provided to the local Association at the same time the notice is given to the teachers on unrequested leave.

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the District shall notify by registered mail such teacher, who shall have fourteen (14) days from the date of such notice to accept the reemployment. Notwithstanding the fourteen (14) calendar days' notice provided herein, it is understood and agreed by the parties that a teacher shall respond by registered notice within five (5) days of actual receipt of notice of the availability of a position, excluding weekends and regular holidays. Failure to reply in writing within such time periods shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced, and no further rights of employment or reinstatement shall exist unless extended by written mutual consent with an individual qualified teacher.

Section 5. Establishment of Seniority List:

Subd. 1. The District shall cause seniority lists to be prepared from its records according to Section 3., Subd. 5. It shall thereupon post such list in an official place in each school building of the District and provide a list to the Association by January 25th of each school year.

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

Subd. 3. Termination of Rights: A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- a) Resignation
- b) Retirement
- c) Discharge or termination of contract
- d) Failure to give written notification to the District accepting recall within fourteen (14) calendar days after the date of mailing of notice of recall
- e) Failure to return at the expiration of leave of absence
- f) The expiration of two (2) years from the effective date of an unrequested leave of absence without recall.

Subd. 4. A teacher who once had seniority rights to a full-time position shall retain such rights when going to a part-time position, unless the parties have agreed otherwise in writing.

Section 6. Realignment: Nothing in this article shall require the District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the District to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.

Section 7. Effect: This article shall be effective at the beginning 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 rights of any other certified employee not covered by the Master Agreement affecting such certified employee.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator or Governing Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Master Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days, excluding Saturdays, Sundays and legal holidays.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Governing Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date 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 Governing Board's designee.

Section 5. Adjustment of Grievance: The District and the teacher shall attempt to adjust all grievances which shall arise during the course of employment of any teacher within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Governing Board

designee shall give a written decision on the grievance to the parties involved within seven (7) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Special Education, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Special Education, the Executive Director of Special Education or his/her designee shall meet regarding the grievance within ten (10) days after receipt of the appeal. Within seven (7) days after the meeting, the Executive Director of Special Education or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Governing Board, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the Governing Board, the Governing Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Governing Board shall issue its decision, in writing, to the parties involved. At the option of the Governing Board, a committee or representative(s) of the Governing Board may be designated by the Governing Board to hear the appeal at this level, and report its findings and recommendations to the Governing Board. The Governing Board shall then render its decision.

Section 6. Governing Board Review: The Governing Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the Governing Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Governing Board reviews a grievance under this section, the Governing Board reserves the right to affirm, reverse or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5. Subd. 3. of this article, and an appeal can be taken directly to arbitration within the same time limits as provided in Section 8. Subd. 1 of this article.

Section 7. Denial of Grievance: Failure by the Governing Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the Governing Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the Office of the Executive Director of Special Education within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (B.M.S.) to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within twenty (20) days after the receipt of said request. Failure to agree upon an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver

of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall, within seven (7) days after notice of appointment, forward to the arbitrator, with a copy to the Governing Board, the submission of the grievance, which shall include the following:
 - (1) The issues involved
 - (2) Statement of facts
 - (3) Position of the grievant
 - (4) The written documents relating to Article XIII. Section 5. of the grievance procedure.
- b) The Governing Board may make a similar submission of information relating to the grievance, either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. 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. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

ARTICLE XV TEACHER DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with or without pay, and discharge. However, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the teacher and the teacher's supervisor(s) shall be held prior to the imposition of an oral reprimand, written reprimand, suspension with or without pay, or discharge.

Section 2. Grounds for Disciplinary Action: A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40. A teacher shall be disciplined only for

just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: A teacher shall be afforded their Weingarten rights any time a teacher's meeting with School District administration may result in disciplinary action and the teacher may elect to have a representative in attendance at any such meeting. If the teacher requests representation, such representative shall be made available by the Association within two (2) work days of the time the School District proposes to meet with the teacher to discuss the disciplinary action. Suspension with or without pay shall be imposed only by the Executive Director or the Executive Director's designee. If a suspension without pay is to be considered the teacher shall be afforded an opportunity to meet with the Executive Director or the Executive Director's designee, and the teacher may elect to have a representative in attendance at any such meeting and such representative shall be made available by the Association within 24 hours of the time the School District proposes to meet with the teacher.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Executive Director or the Executive Director's designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Executive Director or the Executive Director's designee within seven (7) working days after receipt of the written notice of suspension without pay. The arbitrator shall determine whether the suspension without pay and the length of the suspension are supported by just cause.

Section 5. Removal from Duty – Investigation: This article shall not apply to a teacher who is removed from duty on paid suspension pending investigation of allegations or to a teacher charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

Section 6. Information Timeline: All information forming the basis for disciplinary action will be made available in writing to the teacher at the time the action is taken.

ARTICLE XVI MISCELLANEOUS

Section 1. Physical or Mental Health: Any teacher whose condition of physical or mental health is thought to be inimical to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the District pursuant to Minn. Stat. §122A.40, Subd. 12.

Section 2. Payroll Deduction: Whenever payroll deduction is necessary for absence without leave, 1/183 of the annual salary shall be deducted for each day's absence for the 2023-2024 and 2024-2025 school year.

Section 3. Communicasting: Assignment to teach classes utilizing two-way interactive cable television shall be mutually agreed upon between the teacher and the District for the 2023-2024 and 2024-2025 school years. The supervision and evaluation of teachers who teach on the system shall be done by the home site district. Ultimate responsibility for student discipline at the remote site(s) shall be the responsibility of that district.

Section 4. Deductions for Federal Political Action Committee (NEA): Upon receipt of a properly executed authorization card of the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to The NEA Fund For Children and Public Education. The school district is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the Education Minnesota.

**ARTICLE XVII
DURATION**

Section 1. Terms and Reopening Negotiations: The Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter as provided by P.E.L.R.A.

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

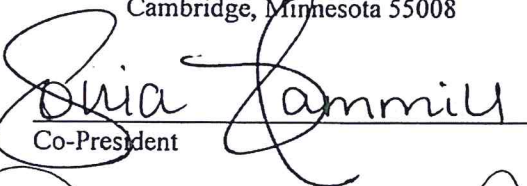
Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the parties. However, teacher compensation and fringe benefits shall not be negotiated during the term of this Agreement in accordance with Minn. Stat. § 179A.20, Subd. 3.

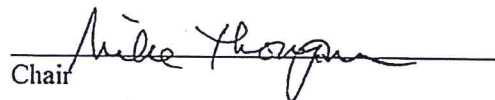
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision thereof.

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

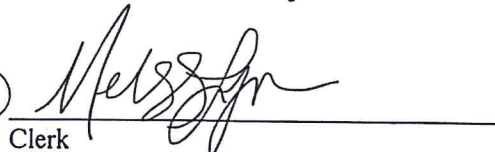
FOR: Education Minnesota
Cambridge, Minnesota 55008

FOR: Rum River Special Education Cooperative
Cambridge, Minnesota 55008

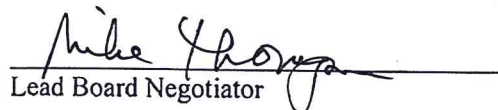

Co-President


Chair


Co-President


Clerk


Lead Teacher Negotiator


Lead Board Negotiator

Dated this 26 day of October, 2023
Notices should be sent to the address listed above.

Dated this 26 day of October, 2023
Notices should be sent to the address listed above.

SALARY SCHEDULE A-1 2023-2024

(1 Semester credit - 1.5 quarter credits)

	1	2	3	4	5	6	7	8	9	10
STEP	BA	BA+10	BA+20	BA+30	BA+40/ MA	MA+10	MA+20	MA+30	MA+40/ Spec	PHD/ Doctorate
1	41,766	44,071	45,459	46,870	48,292	49,734	51,195	52,668	53,721	54,795
2	43,287	45,650	47,163	48,654	50,168	51,702	53,255	54,827	55,922	57,041
3	44,828	47,336	48,896	50,479	52,081	53,713	55,364	57,048	58,188	59,351
4	46,391	49,013	50,660	52,336	54,038	55,769	57,528	59,319	60,505	61,715
5	47,976	50,716	52,458	54,234	56,034	57,875	59,746	61,653	62,887	64,142
6	49,735	52,445	54,288	56,166	58,082	60,032	62,024	64,054	65,334	66,642
7	51,526	54,323	56,151	58,141	60,167	62,242	64,360	66,522	67,852	69,210
8	53,982	56,897	58,734	60,859	63,033	65,260	67,538	69,870	71,268	72,693
9	55,812	58,878	60,709	62,956	65,259	67,622	70,043	72,530	73,981	75,460
10	57,644	60,842	62,706	65,080	67,518	70,023	72,603	75,246	76,751	78,286
11	62,715	66,063	67,958	70,469	73,055	75,712	78,443	81,265	82,890	84,548
12	62,715	66,063	67,958	70,469	73,055	75,712	78,443	81,265	82,890	84,548
13	64,716	68,064	69,962	72,470	75,054	77,713	80,448	83,267	84,931	86,630
14	64,716	68,064	69,962	72,470	75,054	77,713	80,448	83,267	84,931	86,630
15	68,219	71,567	73,464	75,972	78,557	81,214	83,950	86,769	88,503	90,274

SALARY SCHEDULE A-2 2024-2025
(1 Semester credit - 1.5 quarter credits)

	1	2	3	4	5	6	7	8	9	10
STEP	BA	BA+10	BA+20	BA+30	BA+40/ MA	MA+10	MA+20	MA+30	MA+40/ Spec	PHD/ Doctorate
1	43,019	45,393	46,822	48,276	49,740	51,226	52,731	54,248	55,333	56,439
2	44,586	47,019	48,578	50,113	51,673	53,253	54,853	56,472	57,600	58,752
3	46,172	48,756	50,363	51,993	53,643	55,324	57,025	58,759	59,933	61,132
4	47,783	50,483	52,180	53,906	55,659	57,442	59,254	61,098	62,320	63,566
5	49,415	52,238	54,032	55,861	57,715	59,611	61,538	63,502	64,773	66,067
6	51,227	54,019	55,917	57,851	59,824	61,833	63,884	65,976	67,294	68,642
7	53,071	55,952	57,835	59,885	61,972	64,109	66,291	68,517	69,888	71,286
8	55,601	58,604	60,496	62,685	64,924	67,217	69,564	71,966	73,406	74,873
9	57,486	60,644	62,530	64,845	67,216	69,651	72,145	74,706	76,200	77,724
10	59,373	62,668	64,587	67,032	69,544	72,124	74,781	77,504	79,053	80,634
11	64,597	68,045	69,997	72,583	75,246	77,984	80,797	83,703	85,377	87,085
12	64,597	68,045	69,997	72,583	75,246	77,984	80,797	83,703	85,377	87,085
13	66,657	70,106	72,060	74,644	77,306	80,044	82,861	85,765	87,479	89,229
14	66,657	70,106	72,060	74,644	77,306	80,044	82,861	85,765	87,479	89,229
15	70,265	73,714	75,668	78,251	80,914	83,651	86,468	89,372	91,159	92,982

ADDITIONAL PROFESSIONAL TEACHING & LEARNING PAY SCHEDULE

**SCHEDULE B
2023 - 2025**

<u>Annual Positions</u>	<u>Annual Rate</u>	
	2023-2024	2024-2025
Extra Class in lieu of Prep	8220	8631
Teacher Mentor (Per Mentee)	600	650

<u>Hourly Positions</u>	<u>Hourly Rate</u>	
	2023-2024	2024-2025
Homebound Instruction	contracted hourly rate	contracted hourly rate
Extended School Year	contracted hourly rate	contracted hourly rate
Substitute during Prep Period	contracted hourly rate	contracted hourly rate
Service Rate *	contracted hourly rate	contracted hourly rate

*The service rate is applicable for various professional services including: Staff training, curriculum development, and other miscellaneous services.

Schedule B Definitions:

1. District committees paid under an hourly service rate include, but are not limited to, recertification committee, District leadership and writing and grant writing. The service rate will be paid when District committees meet in the summer, evenings or weekends.
2. District Advisory Councils and Committees involving parents, community members, teachers and administrators will be considered a voluntary professional service, (e.g., District System Accountability, Gifted Education Advisory Council).
3. All committees and assignments at the building level will be voluntary and uncompensated. An honest attempt will be made to meet the commitments within the contract day.

GRIEVANCE REPORT FORM

DISTRIBUTION FORM

GRIEVANCE # _____

1. District _____

- 1. Executive Director of Special Education
- 2. Supervisor
- 3. Association
- 4. Teacher

Submit to Principal in duplicate

BUILDING

ASSIGNMENT

NAME OF GRIEVANT

DATE FILED

STEP 1.

A. DATE CAUSE OF GRIEVANCE OCCURRED _____

B. 1. STATEMENT OF GRIEVANCE _____

2. SPECIFIC PROVISIONS(S) OF AGREEMENT ALLEGEDLY VIOLATED: _____

3. RELIEF SOUGHT: _____

SIGNATURE: _____ DATE: _____

C. DISPOSITION BY SUPERVISOR : _____

SIGNATURE OF SUPERVISOR : _____
DATE: _____

D. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: _____

SIGNATURE: _____ DATE: _____

STEP II.

A. DATE RECEIVED BY EXECUTIVE DIRECTOR OF SPECIAL EDUCATION OR DESIGNEE:

B. DISPOSITION OF EXECUTIVE DIRECTOR OF SPECIAL EDUCATION OR DESIGNEE :

SIGNATURE: _____ DATE: _____

C. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: _____

SIGNATURE: _____ DATE: _____

STEP III.

A. DATE RECEIVED BY GOVERNING BOARD OR
DESIGNEE: _____

B. DISPOSITION BY GOVERNING BOARD:

SIGNATURE: _____ DATE: _____

C. POSITION OF GRIEVANT(S) AND/OR ASSOCIATION: _____

SIGNATURE: _____ DATE: _____

STEP IV.

DATE SUBMITTED TO ARBITRATION: _____

SIGNATURE OF ARBITRATOR: _____ DATE: _____

DATE OF DECISION: _____