## MASTER AGREEMENT

between

Independent School District No. 2172 Kenyon-Wanamingo, Minnesota
and

The Kenyon-Wanamingo Education Association

2023-2024 and 2024-2025

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## ARTICLE I PURPOSE

This Agreement is entered into between Independent School District 2172, Kenyon-Wanamingo, Minnesota, hereinafter referred to as the School District, and the Kenyon-Wanamingo Education Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers for the duration of this Agreement.

## ARTICLE II

 RECOGNITION OF EXCLUSIVE REPRESENTATIVESection 1. Recognition: In accordance with PELRA, the School District recognizes the KenyonWanamingo Education Association as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

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

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation 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 teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District.

Section 2. Teacher: The word, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than $50 \%$ of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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. Day: The word, "day," means working days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statute.

Section 5. Part-time Teachers: The term, "part-time," shall mean any teacher who is employed less than full-time. Part-time teachers shall be afforded salaries on a pro-rated basis. Part-time teachers who work at least $50 \%$ of the normal workweek and $50 \%$ of the school year as defined in this Agreement shall be entitled to partial insurance benefits and School District contributions proportional to the extent of their employment. Eligibility for insurance coverage is subject to any limitations contained in the contracts between the insurance carriers and the School District. Part-time teachers shall be eligible for leaves of absence on the same basis as full-time teachers; however, reference to "days" shall mean the part-time teacher's normal duty day. The part-time teacher hours of service shall be as specified by the School District.

Section 6. Peer Review: Before any peer review is implemented, the criteria and procedure shall be by mutual agreement between the School District and the Exclusive Representative.

Subd. 1. Definitions: For the purpose of this Agreement, the word "reviewer," shall mean a teacher who is reviewing another teacher (MN State Statute 122A. 40 Subd. 8.) The word, "reviewee," shall mean a teacher being reviewed by another teacher. The word, "consult" shall be defined as: the reviewer shall state yes or no as to whether a peer review was completed. A reviewer shall make no judgments or opinions of a probationary or tenured teacher to any other teacher or administrator.

Subd. 2. Assignment: Employment as a peer review teacher will be by consent only, and the reviewer will be paid per the terms of the Quality Compensation Memorandum of Agreement.

Subd. 3. Use: Peer review will be used for teacher improvement only. Peer review shall not be a part of a summative evaluation.

Section 7. 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 as areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all teachers shall perform the teaching and non-teaching services prescribed by the School District and shall be subject to_School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

## ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her or 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 Exclusive Representative.

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.

Section 3. Request for Dues Check-off: The Exclusive Representative shall be allowed dues check off for its members, pursuant to PELRA. Upon receipt of a properly executed authorization card provided by the Exclusive Representative of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 9 equal installments, beginning with the September 30th payroll. In the event any further dues deductions are necessary, the Exclusive Representative shall be allowed an additional dues check-off.

Section 4. 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 District business hours upon the teacher's written request. The teacher will be notified of any materials used for disciplinary action placed in the teacher's file. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it.

Section 5. Posting of Vacancies:
Subd. 1. List: The District will post a list of teaching and extra-curricular and co-curricular openings in each school building for 5 days prior to filling any opening. Except for extra-curricular and co-curricular openings, an opening is defined as a vacancy of at least one (1) trimester in duration. Qualified teachers shall be given preference in filling extra-curricular and co-curricular openings. For teaching positions, qualified teachers shall be given an opportunity to apply and be interviewed for the position. The School District reserves the right to employ the person for each teaching opening as determined to be in the best interests of the School District and the discretion of the School District.

Subd. 2. Notice: "SCHEDULE C" openings for the following year will be posted by March 1. Qualified teachers wishing consideration for a SCHEDULE C position currently held by a nonassociation employee must give written notice to the School District through the Superintendent by March 15 of the year preceding the position opening to be considered.

Section 6. Letter of Assignment: Each teacher whose assignment has changed from the previous school year shall receive a letter of assignment by August 1, reflecting the teaching assignment, including the grade level. The provisions of this letter of assignment shall be subject to the provisions of this Agreement. Nothing in this section shall be construed to deprive a teacher of the right to resign pursuant to M.S. 122A.40, Subd. 7. Nothing in this section shall be construed to limit the right of the School District to make changes in assignments as determined by the School District.

Section 7. Administrator-Teacher Conference: A teacher may choose to have a representative of the Exclusive Representative present at an administrator-teacher conference held for the purpose of evaluating the teacher's performance.

Section 8. Request for Scholarship Fund Deduction: Teachers may request to have an amount deducted monthly from their paycheck and paid to the teacher organization for purposes of providing scholarship funds for Kenyon-Wanamingo High School graduates. Upon receipt of a properly executed authorization form provided by the Exclusive Representative of the teacher involved, the School District will deduct from the teacher's paycheck the amount the teacher has agreed to pay to the teacher organization, beginning with the September 30th payroll. Once a teacher authorizes the deduction, it shall remain in effect until the teacher notifies the District Office of any changes to their participation in this program.

## ARTICLE VI

## LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The School District and the Exclusive Representative shall meet and confer, annually, to enable input regarding the calendar for the next school year. Teachers shall perform
services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year for 2023-2024 shall consist of 184 duty days of which 4 days or 32 hours shall be workdays. Workdays are for teacher work in classrooms and may be subdivided for calendar planning purposes into no less than 4-hour blocks of uninterrupted time. The school year 2024-2025 shall consist of 182 duty days of which 3 days or 24 hours shall be workdays in August and PLC early release days shall each extend the teacher duty day by 30 minutes and one less student contact day.

## Section 2. Emergency Closings:

Subd. 1. School Calendar: In the event of energy shortage, severe weather, or other emergency, 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 as directed by the superintendent so long as the school year ends on the day outlined in the official school calendar as previously approved by the Board of Education.

Subd. 2. Length of School Day: In the event of energy shortage, severe weather, or other emergency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, after consultation with the Exclusive Representative or designee, but with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 5-day week.

## ARTICLE VII HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours.
Section 2. Site Hours: School Site administrators will be granted the flexibility to adjust individual site work hours.

Section 3. Additional Activities: Teachers shall be required to participate in school activities beyond the teacher's basic day as directed by the School District. The normal duties for teachers include a share of extracurricular, co-curricular, and supervisory activities as determined by the School District.

Section 4. Duty-Free Lunch: All teachers shall be entitled to a duty-free lunch period of no less than 25 minutes. Duty-free lunch includes passing time.

Section 5. Preparation Time: Full-time secondary classroom teachers shall, in addition to their lunch period, have 1 period of daily preparation time during which they will not be assigned to other duties. Fulltime elementary classroom teachers shall, in addition to their lunch period, have at least 45 minutes of daily preparation time during the student day in 1 or 2 uninterrupted blocks of time during which they will not be assigned to other duties. Part-time teachers' preparation time will be pro-rated according to their length of school day. Time before and after school shall not count toward preparation time. No period of time less than 20 continuous minutes will be considered preparation time on a basic day.

Section 6. High School Teacher Teaching Load: A full-time high school teacher in an 8-period day will have an assigned teaching load of 6 classes, 1 preparation period, and 1 supervision period; or 5 classes, 1 preparation period, and 2 supervision assignments. A site administrator may authorize a teacher who voluntarily teaches an extra academic class or voluntarily supervises an extra duty to be paid 1/7 of his/her daily base salary for each day of service provided. A teacher volunteering for an extra class will retain1 full preparation period each day the class is in session.

## ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full-time teacher shall earn sick leave at the rate of 15 days each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Each teacher will be granted the 15 days at the beginning of the school year, but if the teacher leaves employment prior to the end of the school year, the School District will be reimbursed for any sick leave days used but not accrued.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 180 days of sick leave per teacher.

Subd. 3. Use: Sick leave use is defined in M.S. 181.9413. A teacher may use sick leave provided by the District for absences due to an illness or injury to the teacher's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, stepparent, domestic partner, and one individual not related to the teacher whom the teacher serves as a caretaker for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the teacher is able to use sick leave benefits for the teacher's own illness or injury.

The District may limit the use of sick leave benefits provided by the District for absences due to an illness of or injury to the teacher's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

This section does not prevent the District from providing greater sick leave benefits than are provided for under this section.

Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability, which prevented attendance at school and performances of duties on that day or days.

Subd. 4. Medical Certificate: The 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. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the District. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of an electronic absence request to the district's absence reporting system.

Subd. 7. Pay for Unused Sick Days: A teacher who has 127-179 sick days accumulated as of the last teacher contract day of the school year will be paid for 3 unused sick days at a rate $\$ 175$ per day. Teachers may opt out of this program and continue to bank their sick days by informing the District Office annually by June 1 of their decision to opt out. Payment shall be in the form of a District contribution to that teacher's Health Savings Account (HSA) or Health Reimbursement Account (HRA). Payment shall be made with the June 30 payroll. These paid days will be deducted from the annual Sick Days account and may not be banked.

A teacher who has 180 sick days accumulated as of the last teacher contract day of the school year will be paid for an additional 5 unused Sick Days at a rate of $\$ 175$ per day. Payment shall be made in the form of a District contribution to the teacher's qualifying HSA or HRA account. Payment shall be made with the June 30 payroll. There shall be no more than 180 days of accumulated sick leave at year-end.

This subdivision applies only to teachers who meet the above eligibility requirements and have established a qualifying HSA or HRA account. It is each teacher's responsibility to inform the District of all required HSA or HRA account information prior to June 1 of the year in which they qualify for the benefits outlined in this subdivision.

Section 2. Bereavement Leave: Bereavement days shall be deducted from sick leave. The total number of bereavement days deducted from sick leave shall not surpass the annual number of sick leave days accrued per year (15) without prior approval of the Superintendent.

## Section 3. Workers' Compensation:

Subd. 1. Salary: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from the teacher's accrued sick leave.

Section 4. Family Medical Leave:
Subd. 1. Use: Teachers may apply accumulated paid sick leave toward an approved childcare absence under the Family and Medical Leave Act (FMLA). Other qualifying conditions may use accumulated paid sick leave up to the 180-day maximum stipulated in Section 1, Subd. 2. above.

Subd. 2. Request: FMLA leave will be granted pursuant to applicable law.
Section 5. Paid Time Off (PTO):
Subd. 1. Use: 6 days of PTO leave shall be granted to each teacher annually. These days are accumulative up to a maximum of 8 total days and shall be deducted from sick leave days.

Subd. 2. Request: Requests for PTO must be submitted to the Superintendent at least 3 days in advance except for events that cannot be anticipated beforehand. All leaves must have prior, electronic approval through the absence reporting system, but at no time shall more than 4 teachers from the high school/middle school and 2 teachers from the elementary school be granted PTO except in the event of an emergency.

Subd. 3. Emergency: A PTO day shall not be granted for the first student day or parentteacher conferences except in the event of an emergency, which has been authorized by the Superintendent.

Subd. 4. Compensation for Unused PTO: Teachers who do not use their surplus PTO days may be compensated $\$ 200$ per day up to 6 days per year. These funds will be paid out to the teacher on their June 30 paycheck.

## Section 6. Child Care Leave:

Subd. 1. Use: A childcare leave may be granted by the School District, subject to the provisions of this section, to 1 teacher parent of a natural or adopted infant child provided such teacher-parent is caring for the child on a full-time basis.

Subd. 2. Request: A teacher making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least 3 calendar months before commencement of the intended leave, except in the event of an emergency which has been authorized by the Superintendent.

Subd. 3. Reason: If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. If the proposed leave is related to adoption, the teacher shall inform the Superintendent upon learning of the actual date of placement of the child. However, a teacher shall not be eligible for sick leave during a period of time covered by a childcare leave.

Subd. 4. Date of Leave: The School District may, with mutual agreement of the teacher, adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break, or quarter break, ending 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 determining the duration.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School District shall not be required to:
1.) grant any leave for more than 12 consecutive months in duration, or
2.) permit the teacher to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 6. Reinstatement. A teacher returning from childcare leave shall be reinstated in a similar position for which he/she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure to Return: 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. Experience Credit: A teacher who returns from childcare 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. A teacher whose childcare leave exceeds 90 school days in a school year shall not be given experience credit for pay purposes or leave time for that school year.

Subd. 9. Group Insurance: A teacher on childcare 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 by making payment to the business office by the first date of each month prior to the coverage period. The District shall continue its insurance contribution during the childcare leave up to a maximum of 12 weeks. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 10. Salary and Fringe Benefits: Leave under this section shall be without pay but with insurance option as explained in Subd. 9 above

Section 7. Exclusive Representative Leave: 6 days of Exclusive Representative leave shall be granted to the Exclusive Representative during the term of this Agreement. For those days that are used in negotiations, mediation, and arbitration, the regular cost of a substitute shall be reimbursed to the School District by the Exclusive Representative, whether or not used. For days taken for other purposes of the Exclusive Representative, up to 6, no loss of leave or pay shall be incurred. Any days used by the Exclusive Representative in excess of 6, during the term of this Agreement, shall be without pay.

Section 8. Court Appearance: A teacher who serves on jury duty or is served a subpoena shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service or subpoena shall be remitted to the School District.

## Section 9. General Leave of Absence:

Subd. 1. Request: A teacher may request a general leave of absence for a circumstance that is not covered by any other leave provisions of this Agreement. A teacher requesting general leave shall submit the request in writing to the Superintendent as soon as is reasonably possible under the circumstances. The written request shall include as much background information as will be reasonably necessary for the School District to make its decision.

Subd. 2. Authority: The School District shall retain its discretionary authority to grant or not grant a general leave of absence, and its decision shall not be subject to review through the grievance procedure.

Subd. 3. Salary and Fringe Benefits: A general leave of absence shall be without pay. A teacher on a general leave of absence shall maintain any accrued benefits and seniority ranking rights during the leave of absence, all consistent with the provisions provided in the Agreement, which is in force during the leave of absence.

Subd. 4. Premium Payments: A teacher on general leave of absence shall maintain any eligibility for group insurance provided that the teacher makes timely premium payments in accordance with the rules of the School District and the carrier. Payments shall be made to the business office by the first date of each month prior to the coverage period.

Subd. 5. Special Provisions: A teacher applying for a general leave of absence may enter into an agreement with the School District regarding special provisions that might be deemed necessary on a case-by-case basis. Any such agreements shall be reduced in writing and signed by the teacher, the Exclusive Representative, and the School District in order to become enforceable.

Subd. 6. Length: The length of the leave of absence will be established by mutual agreement between the School District and the teacher and set by the School Board resolution approving the leave.

Subd. 7. Failure to Return: A teacher's failure to return to the School District at the conclusion of the general leave of absence will constitute a failure to teach without first securing a written release from teaching, all of which constitutes a basis for immediate discharge.

Section 10. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire monthly premium for such insurance commencing with the beginning of the leave and shall make payment to the District Business Office by the first date of the month prior to the coverage period.

Section 11. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 12. Eligibility: Full leave benefits provided in this article shall apply only to full-time teachers as defined in ARTICLES VI and VII above. Part-time teachers shall be eligible for benefits proportional to the extent of their employment.

Section 13. Extended Leave of Absence: The School District may grant leaves pursuant to M.S. 122A. 46.

## ARTICLE IX

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT
Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which shall constitute a plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 2. Definitions: For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher. The word, "teacher," means those members of the unit as defined by PELRA.

Subd. 2. Qualified: The word, "qualified," shall mean a teacher who holds a license in that subject field in the State of Minnesota.

Subd. 3. Seniority: The word, "seniority," means qualified teachers commencing with the first day of the actual service in the School District and shall exclude probationary teachers. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A. 40 Subd. 10 due to lack of teaching positions for which the Teacher is qualified, but whose employment was subsequently reinstated, by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd. 4. School Board: The term, "School Board," means the local governing board of the School District.

Subd. 1. Terms: The School Board may place on ULA for a period not exceeding 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 caused by consolidation. 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. Notice: A teacher placed on such leave shall receive notice by July $1^{\text {st }}$ of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Teacher placement on ULA shall be done in inverse order of seniority in the same field and subject matter employed.

Subd. 4. Affirmative Action Plan: The provisions in this section shall not apply if they will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex, and any person employed by an affirmative action program may be retained 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. Tiebreaker: In the event of staff reduction, action affecting teachers whose first date of employment commences on the same date and who have equal seniority, the selection of the teacher for purposes of discontinuance shall be based upon the following criteria:
1.) Lane placement - higher lane stays.
2.) Number of academic license areas - higher number stays.
3.) Number of other license areas - higher number stays.
4.) Teachers who were involuntarily transferred to part-time will be retained over voluntary part-time teachers if all above items are equal.
5.) Skills in special assignments.
6.) Total years of full-time teaching experience in public schools in Minnesota previous to employment in the School District.
Subd. 6. Years of Service: 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 School District earned prior to the commencement of such leave.

## Section 4. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the position from which they have been given leave, or any other position in the School District in the fields in which they are qualified as such positions become available. When a teacher is placed on ULA, that teacher shall have first option to a lesser/equal time position than those already on ULA if any positions exist. However, said teacher may elect to reject a lesser time position and by so doing will not jeopardize his/her recall to the original like position. If a teacher accepts a lesser time position and the original like position is available at a later date, said teacher shall have first option. At no time shall a teacher placed on ULA jeopardize his/her return to a like position by accepting or rejecting any lesser time position. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher shall file his/her name and address with the School District Superintendent's office to which any notice of reinstatement or availability of positions shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address, by certified mail, shall be sufficient, and any teacher on ULA shall be responsible for providing for forwarding of mail or for address changes. Failure of a
notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have 20 days from the date of such notice to accept the reemployment. Failure to accept the position in writing within such 20-day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease 5 years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

## Section 5. Establishment of a Seniority List:

Subd. 1. Preparation: The School District shall annually cause a seniority list by name, date of employment, qualification, and subject matter or field to be prepared from its records. It shall thereupon post such list in an official place in each school building of the School District within 60 days of the beginning of school.

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

Subd. 3. Final List: 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 District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or the cessation of services, or new employees. Such yearly revised list shall govern the application of the ULA policy until thereafter revised.

Section 6. Filing of Licenses: In any year in which a reduction of teaching staff is occurring and the School District is placing teachers on ULA, only those licenses actually received by the Superintendent's office for filing as of March 15 of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after March 15 shall be considered for purposes of recall, but not to the current reduction.

Section 7. 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 in Section 2.,Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

## ARTICLE X EARLY CHILDHOOD FAMILY EDUCATION (ECFE) TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122. A.26, an ECFE teacher who teaches in an ECFE program, which is offered through a community education program and which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, M.S. 122.A. 26 specifically provides that such licensure shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1 or M.S. 122A.41, Subd.1.

Section 2. Probationary Period: The probationary period of ECFE and Early Childhood (EC) teachers shall be 3 school years of continuous service. Each qualifying year must consist of a minimum of 90 days of teaching. During the probationary period, the school district shall have the unqualified right to discharge a teacher, and the teacher shall have no recourse to the grievance procedure. Upon completion
of the probationary period, a teacher may be suspended or discharged only for just cause, and such teacher shall have access to the grievance procedure.

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

## ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word, "grievance," shall mean a written allegation by a teacher or the Exclusive Representative resulting in a dispute or disagreement between the teacher or the Exclusive Representative and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representation: The teacher, Exclusive Representative, or School District 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 article may be extended by mutual, written agreement.

Subd. 2. Days: The word, "day," means working days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statute (same as referenced in ARTICLE III, Section 4).

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service 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 School Board's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment of Grievances: The School District and the teacher or Exclusive Representative shall attempt to adjust all grievances which may arise in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the teacher or Exclusive Representative, within 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 Superintendent, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or the Superintendent's designee shall issue a decision, in writing, to the teacher.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5
days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 15 days after receipt of the appeal. Within 15 days after the meeting, the School Board shall issue its decision, in writing, to the teacher. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Section 5., Level I or Level II, of this procedure provided the School Board or its representative notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Mediation: Before arbitration, either party may appeal for review by the Bureau of Mediation Services (BMS).

Section 9. Arbitration Procedures: In the event that the teacher or the Exclusive Representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the teacher or Exclusive Representative, and such request must be filed in the office of the Superintendent within 10 days following the decision in Level III above.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first 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 may, within 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 BMS to submit a panel of 7 arbitrators to the parties, pursuant to PELRA, providing such request is made within 20 days after request for arbitration. The request shall ask that the panel be submitted within 30 days after receipt of said request. Within 10 days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from BMS within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. 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. 5. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any
other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. 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 any jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Election or Remedies and Waiver: A teacher or Exclusive Representative instituting any action in a court of law, or before an administrative tribunal government agency or seeking relief through any statutory process, the subject matter of which may constitute a grievance under this Agreement, shall waive all rights to pursue a grievance under this article beyond Section 5., Level III above. This subdivision shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## ARTICLE XII

## BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules. The salary schedules are set forth in SCHEDULES A and B and are hereby incorporated as part of this Master Agreement.

Subd. 1. Longevity: After successful completion of step 15, teachers will receive a longevity bonus of $\$ 2000$ each year of additional service to the School District.

Subd. 2. Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 2. 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 current teaching assignment or any assignment for which the Superintendent determines as a future need of the District.

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 "B" or higher. Undergraduate or graduate credits for any state mandated training may be taken at undergraduate level but will apply to salary schedule only if taken at a graduate level. One semester credit equals 1-1/2 quarter credits.

Subd. 3. Prior Approval: All credits, in order to be considered for immediate application on the salary schedule, must be approved by the Superintendent, within 5 days from submission of application, in writing, prior to the taking of the course. Any approval obtained after the commencement of the course will delay the effective date of any lane change to no earlier than the approval date.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes upon receipt of official transcripts by the Human Resources Coordinator. The effective pay date will match the date the official transcript was issued by the academic institution.

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

Subd. 6. 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. 7. District Reimbursement: The District agrees to reimburse a teacher the cost of tuition for a course required by the Higher Learning Commission to qualify the teacher to teach any current, proposed, or future College-In-The-Schools/Concurrent Enrollment course offered by the District. Beginning August 1, 2017, the District also agrees to reimburse the teacher the costs of any courses the District requests the teacher to take in the future. Reimbursement applies only to the Plus 18 requirements and not the required content area Master's Degree. A teacher who receives reimbursement must maintain their status as a District employee for 5 calendar years beyond each individual reimbursement date or repay the district the amount of that reimbursement prior to separation of employment.

Section 3. Step and Lane Placement: A new teacher shall be placed on such step and lane of the salary schedule as agreed between the School District and the teacher.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary (inclusive of all district payments and benefit contributions) divided by the number of teacher duty days shall be deducted for each day's absence.

Section 5. Payroll: Base salary checks may be paid in 18 or 24 equal installments, pay day being the $15^{\text {th }}$ and the last day of the month or the nearest business day with the exception that the last day of work before winter break shall be pay day. Teachers must select 18 or 24 installments for the duration of the individual contract year before the first working day of the new year. If the teacher fails to elect before this time it will default to 24 installments and cannot be changed for that contract year. Teachers electing 18 installments will receive their last check on the last workday of May.

Section 6. Step Advancement: A teacher must be employed and teaching a minimum of 90 days of the school year to qualify for a salary step advancement.

Section 7. Determining Percentage Position for Part-time Teachers: The following steps should be used in determining percentage position for part-time teachers:
1.) Average the direct instruction time in minutes per day for full-time teachers at that level.
2.) Determine the direct instruction time in minutes per day for the part-time position.
3.) Calculate a percentage by dividing \#2.) by \#1.) above.
4.) Total minutes of employment compared to a full-time position shall be equal to the percentage calculated in \#3.) above.

Section 8. Staff Development Set-Aside: Additional payments toward salary and qualifying health accounts shall occur if approved by a majority vote of the members of the Kenyon-Wanamingo Education Association to transfer funds from Staff Development to the General Fund as outlined in Minnesota statute. The Exclusive Representative will negotiate with the District in the form of a Memorandum of Agreement to determine both the amount of the payments and how they will be applied.

## ARTICLE XIII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The salaries reflected in SCHEDULE C shall be part of this Agreement for 2023-2024 and 2024-2025. Payment for the extra-curricular duties will be made on the 15 ${ }^{\text {th }}$ day or the last day of the month following completion of the duty unless the duty is continuous throughout the year; then the payment will be in monthly payments.

## Section 2. Teacher on Special Assignment:

Subd. 1. Definition: The term, "Teacher On Special Assignment" (TOSA), will be used to describe the reassignment of a non-probationary currently employed teacher into a non-classroom review or coordination for an educational program of the School District. The School District will require a current Minnesota teaching license in order to be employed in a TOSA position. Teachers in a TOSA position may be required to periodically provide instruction to students, model teaching of students for a peer, co-teach students with a peer, or substitute teach. TOSA positions are not supervisory positions as defined in PELRA.

Subd. 2. Assignment: A TOSA assignment must be mutually agreed to by the teacher and the School District. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on ULA may apply for TOSA positions and be considered by the School District for these positions. The School District will not be required to offer a teacher on ULA a TOSA assignment.

Subd. 3. Term: The School Board shall determine the beginning and ending dates of a TOSA assignment. During the term of the special assignment, both parties will have the ability to evaluate the program and/or personnel needs, and, if necessary, request a change in assignment. In the event that either the School District or the TOSA wish to end the term of a yearlong assignment, notification must be given to the other party, in writing, by March 15th for the following school year.

Subd. 4. Compensation and Contractual Rights: A TOSA under this section shall continue to receive all compensations, fringe benefits, and other contractual benefits and protections. Due to the nature of the special assignment, additional time and/or compensation may be required. Such time and compensation will be outlined in the description of the position when the position is posted and may require specific licensure or additional licensure beyond a teaching license (i.e., a director or principal license).

Subd. 5. Seniority: Accrual of seniority shall be unaffected by the TOSA. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the School District.

Subd. 6. Reinstatement: A teacher returning to his/her teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available, or if the teacher would have been put on ULA under the terms of the master agreement. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's licensure.

## Section 3. Substituting:

Subd. 1. Substitute Instructional Time: A teacher who agrees to give up his/her preparation time will be reimbursed at the flat rate of $\$ 40$ for a regularly scheduled class period. Teachers may annually elect to have their reimbursements placed in their HSA or HRA account through a District notification form. Teachers who substitute for 16 periods shall receive an additional $\$ 200$ stipend and will receive an additional $\$ 200$ for every 8 periods of substituting after that.

Subd. 2. Alternate Substitute Compensation: A teacher may elect to transfer up to a maximum of 16 hours of substitute pay for additional PTO days during the same school year that it was earned. A request to transfer must be submitted in writing to the District prior to the final duty
day of the school year. Once transferred, this time off shall be subject to the same terms as all other paid time off under Article VIII, Section 5.

Subd. 3. Cancellation: Teachers will not receive substitute pay if a regular class has been canceled due to field trips or for some other reason, nor will they receive substitute pay during regular preparation if they have another vacant period due to a class cancellation.

Section 4. Mileage: Mileage will be compensated according to the IRS rate.
Section 5. Homebound Instruction: This instruction will be paid at a rate of $\$ 40$ per hour and will be based on actual hours spent in instruction, plus one hour of paid preparation time per every 5 hours of instruction. Auto mileage incurred by the teacher for homebound instruction shall be paid according to Section 4 above. This assignment will be voluntary.

Section 6. Extended Employment: Teachers on extended year contracts will be paid on a pro-rated basis. The rate is determined by dividing the appropriate year's base wage by 39 and multiplying this times the weeks of extended employment. A week is considered 40 hours of work.

Section 7. Event Supervisors: Teachers necessary for proper management and supervision of School District events will be paid as per attached SCHEDULE C. Work will be on a volunteer basis, but if not enough volunteers are available, assignments will be made by the School District on a rotating basis. Event pay may be paid on a monthly or seasonal basis.

Section 8. Events Passes: Each teacher will be issued 2 passes to be used by that teacher and his/her guest for admission to School District sponsored events.

Section 9. Bus Driver's License: Any teacher requested by the School District to have a bus driver's license will be reimbursed for the license fee and the cost of having the required bus driver's physical examination form completed by a reputable physician designated by the School District.

Section 10. Traveling Teachers: Teachers who may be requested to use their own automobiles in the performance of their duties during the school day shall be reimbursed for all such travel at the rate per mile indicated in the extra-curricular schedule of this Agreement for all driving done between the schools involved.

Section 11. Teacher/Student Directed Instruction Outside of the Basic Teacher's Duty Day (i.e., ADP, EDP, Summer School, etc.): Any teacher volunteering for this position shall be paid $\$ 40$ per hour for preparation and instruction time. Preparation time shall be provided at 6 minutes of preparation time for every 30 minutes of instruction or fractions thereof. Hours of instruction and preparation shall be mutually agreed to prior to the first session with students.

Section 12. Curriculum Writing: Teachers engaged in preapproved School District curriculum development projects will be compensated at the rate of $\$ 40$ per hour. This includes assigned duties as a teacher of record for credit recovery._ Curriculum projects shall be preapproved by the Superintendent or designee. The product of these efforts will become the property of the District and may be used by the teacher for other purposes with written permission of the Superintendent or designee.

## ARTICLE XIV GROUP INSURANCE

## Section 1. Insurances:

Subd. 1. Health and Hospitalization Insurance: The District shall contribute a sum of not to exceed $\$ 10,000$ per year in 2023-2024 and $\$ 10,500$ per year in 2024-2025 toward the premium for individual coverage, and \$17,000 per year in 2023-2024 and \$17,500 per year in 2024-2025 toward the premium for family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any
additional cost of the premium shall be borne by the teacher and paid by payroll deduction. In no event shall the District's contribution for a husband and wife working combination exceed the family coverage contribution provided for 1 teacher of the District.

Subd. 2. Contribution to a Qualifying Health Account: The School District shall contribute a standard benefit of $\$ 800$ per year toward a Qualifying Health Account for each member of the bargaining unit. These funds will continue to accrue in the qualifying account throughout the duration of employment by the District. The District and the Exclusive Representative shall negotiate an appendix to the Master Agreement approving a third-party provider and all necessary trust document language.
For teachers who qualify for a Health Savings Account: Contributions by the District will be made on a tax-free basis. Reimbursements of Employee expenses will be received on a tax-free basis. The contribution shall be made to each teacher's account by September 30 of each year.

For teachers who qualify for an Integrated Health Reimbursement Arrangement: The District will contribute these funds to the employee's HRA for any bargaining unit member who is enrolled in an employer group insurance plan that does not qualify as a high deductible HSA insurance plan.
For teachers who qualify for a Limited Purpose HRA: The District will contribute these funds to the employee's HRA for any bargaining unit member who is not enrolled in an employer group insurance plan. The employee may use this HRA as a direct reimbursement plan, which can be used towards, unreimbursed dental and vision expenses, both out of pocket and premium. Reimbursements can be made while the employee is actively employed and following separation of service. At separation of service, the employee can be reimbursed for all 213d expenses, which is an expansion to include all eligible medical expenses. Reimbursements can be made for employee, employee's legal spouse, and legal dependents under the law.

Subd. 3. Income Protection Insurance: The School District shall contribute a sum of not to exceed $\$ 24$ per month in 2023-2024 and 2024-2025 toward the premium for income protection insurance for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's income protection insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 4. Life Insurance: The School District shall purchase $\$ 50,000$ of group term life insurance for each full-time teacher employed by the School District who is eligible for and enrolled in the School District group term life insurance plan.

Subd. 5. Determining School District 2172 Contribution to HSA: Under Subd. 2.above, an HSA option will be available to KWEA teachers in addition to the current language in the subdivision.
In addition to the single and family insurance School Board contributions, the School District will multiply the number of HSA single certified participants by the difference between the cost of the premium and the School Board benefit for the premium if the premium is less than the total cost of the insurance (total \$). This amount will be divided proportionally within each HSA participant group. The group is defined as any teacher participating in the HSA single or the HSA family. The dollars generated by the amount of the difference multiplied by the number of participants in the HSA single plan (total $\$$ ) will be distributed as follows:

Each of the HSA single participants will receive twice what each of the family HSA
participants receive.
The following formula can be used to calculate the additional benefits for HSA family and single participants:

HSA Family Additional Benefit = $\qquad$ Total\$
\# of Family HSA Participants+2* \# of Single HSA Participants
HSA Single Additional Benefit $=$ 2*HSA Family Additional Benefit
Eligible married teachers participating in the HSA plan will have those dollar savings to the School District transferred to the total amount for the HSA participants.

These total amounts contributed to the HSA participants shall equal, but not exceed, the calculated amount total for the number of single participants multiplied by the savings in the single premium.

At no time will contributions exceed the amounts defined in this section.
Section 2. Selection: The selection of insurance carriers and policies shall be made by the School District as provided by law. The Exclusive Representative does have the right to unilaterally decide to participate in the state-sponsored Public Insurance Program as provided in M.S. 43A.316.

Section 3. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all School District contribution shall cease except that a teacher who has completed a full school year shall be eligible for twelve 12 months' contribution for that school year completed.

## ARTICLE XV DURATION

Section 1. Term and Re-opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on the date of its ratification through June 30, 2025, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices that existed prior to November 1, 1993.

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

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

## ARTICLE XVI TEACHER DISCIPLINE

Section 1. Discipline:
Subd. 1. Disciplinary Action: Disciplinary action may include the following:
1.) oral reprimand,
2.) written reprimand,
3.) suspension with pay,
4.) suspension without pay, or
5.). withholding of a scheduled salary increase.

Subd. 2. Just Cause: A disciplinary action will be taken against a teacher only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the event leading to the discipline.

Subd. 3. Oral Reprimand: Oral reprimands shall be clearly identified as such at the time disciplinary action is administered. In the event the teacher desires to have a representative present, the School District shall schedule a conference with the teacher and the representative to discuss the oral reprimand.

Subd. 4. Representative: As provided in Subd. 3, above the teacher shall be entitled to have a representative present in the event that he/she is being reprimanded, warned, or disciplined for any infraction of rules and delinquency in professional performance.

Section 2. Process: The following process will apply to suspensions without pay.
Subd. 1. Conference: The teacher being considered for suspension will first have a conference with the Superintendent. The teacher has the right to have a representative present at the conference. The District will commence an investigation as soon as practical.

Subd. 2. Notice: If the suspension is still desired after the conference, the Superintendent will supply a written notice stating the reasons for suspension, dates of suspension, and requirements for reinstatement. The teacher will be allowed to respond in writing. The suspension will commence on the date indicated in the written notice.

Subd. 3. Hearing: The teacher may request a hearing with the School Board in order to appeal the decision of the Superintendent. The request shall be made within 5 working days from the receipt of the written notice. The hearing will be within 10 working days after the receipt of the request for a hearing. The School Board may affirm, reduce, or reverse the suspension. The School Board shall notify the teacher of its decision, in writing, within 10 working days of the hearing. The teacher will be compensated for the appropriate amount of salary and fringe benefits if the School Board's decision is to reduce or reverse the suspension.

Subd. 4. Salary and Fringe Benefits: The suspension is subject to the grievance procedure. Should the arbitrator decide in favor of the teacher, the teacher will receive full compensation, salary, and fringe benefits for the length of the suspension. The teacher will be placed on the salary schedule in the same position the teacher would have been had there not been a suspension. Any documentation referring to the disciplinary record shall be removed from the employee's personnel file.

## ARTICLE XVII EARLY RETIREMENT BENEFIT

Section 1. Eligibility: In accordance with M.S. 122A.40, the latest that the District must accept a retirement letter is April 1 or the $30^{\text {th }}$ calendar day after a new master agreement is in place. There is no standard early retirement benefit; however the District and the Exclusive Representative may agree to a Memorandum of Understanding to provide for an early retirement incentive for a defined period of time for the purpose of improving the District's financial standing

## ARTICLE XVIII STANDARD RETIREMENT BENEFIT

Section 1. Health and Hospitalization Benefit: A teacher terminating employment after having reached TRA eligibility for retirement, shall upon retirement, receive a $\$ 4,500$ deposit in July of each year into a HCSP administered by MSRS until eligible for Medicare. A teacher terminating employment after reaching the age of 60 , or older and having served the District for five (5) years or more, shall receive an additional $\$ 4000$
deposit. These deposits will not occur or be prorated in a year in which a teacher is employed for all or part of the year following their retirement.

Section 2. Duration: The health and hospitalization benefits for teachers who meet these eligibility requirements shall continue to be provided according to the Agreement provisions that were in place at the time the teacher retired. All other district insurance benefits or contributions shall cease within 60 days of the final date of employment.

Section 3. MSRS Payment: The School District will implement the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) established pursuant to M.S. 352.98 effective April 1, 2002 under the criteria in Sections 1. and 2. of this article. Participation by all eligible teachers is mandatory. Beginning in July following the teacher's retirement date, and in July of each year thereafter, until eligible for Medicare or death of the retiree, the contracted benefit per year shall be deposited in the_participating teacher's MSRS HCSP. Upon the teacher's death, the remaining amount in the teacher's MSRS HCSP will go to the teacher's beneficiaries.

## ARTICLE XIX DEFERRED COMPENSATION

## Section 1. 403b-Matching Contribution Plan:

Subd. 1. Eligibility: Beginning July 1, 1999, teachers who are regularly employed a minimum of 20 hours per week and 120 workdays per year and who have completed at least 1 year of service with the School District shall be able to participate in a 403b-matching contribution plan pursuant to M.S. 365.24.

Subd. 2. Match: The School District will match an eligible annual teacher's contribution up to the maximum amount of $\$ 1200$.

Part-time teachers will be eligible to_receive a pro-rated School District match. The School District shall contribute equal to the amount contributed by the teacher up to the maximum amount provided in this subdivision for that year. The teacher must use the School District match each eligible year or lose the opportunity for the match in that year only.

Subd. 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible teacher by October 1 of each school year for the teacher to participate in the 403b-matching contribution plan for the school year.

Subd. 4. Unpaid Leave: Teachers on unpaid leave may not participate in the matching program while on leave.

## ARTICLE XX POSITION SHARING

Section 1. Membership: Teachers who have attained continuing contract status may request to share a teaching position. A teacher selected to share a position shall retain membership in the bargaining unit and shall be considered to meet the definition of "teacher" in ARTICLE III above based on their percentage of a full-time equivalency.

Section 2. Application Process: Those teachers wishing to share a position shall make written application to the Superintendent. Initial or renewal applications must be made by April 1 to facilitate staffing plans for the following school year during which the positions will be shared.

Section 3. Duration: Applications may or may not be approved and/or renewed on a yearly basis at the discretion of the Superintendent. At the time an application is approved, participating teachers shall mutually agree, in writing, to the dates of duty, to refrain from applying for unemployment compensation during that year, to the repayment of any salary advance that is subsequently unearned, and to any other necessary conditions, which are consistent with the provisions of this article.

Section 4. Seniority: A teacher who is sharing a position under the provisions of this article shall retain full seniority rights and the right to all benefits pursuant to this Agreement to the extent of the teacher's employment.

Section 5. Duties: Teachers sharing a position may be required to participate in teacher meetings, parent conferences, and other meetings as determined by the School District without additional compensation beyond their respective FTE equivalent.

## ARTICLE XXI <br> FLEXIBLE BENEFITS

The School District shall continue the present flexible benefit program for teachers unless Federal or State legislation governing said program may cause a financial or other detriment to the District or the teachers.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:
For the Exclusive Representative For the School District

President

Secretary

Chief Teacher Negotiator

Dated this $\qquad$ day of $\qquad$ Dated this $\qquad$ day of $\qquad$

| STEP | BA | $B A+10$ | $B A+20$ | $B A+30$ | $M$ | $M+10$ | $M+20$ | $M+30$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |
| 1 | $\$ 41,418.00$ | $\$ 42,516.00$ | $\$ 43,987.00$ | $\$ 45,856.00$ | $\$ 48,129.00$ | $\$ 50,587.00$ | $\$ 53,233.00$ | $\$ 55,879.00$ |
| 2 | $\$ 42,059.00$ | $\$ 43,154.00$ | $\$ 44,645.00$ | $\$ 46,532.00$ | $\$ 48,822.00$ | $\$ 51,285.00$ | $\$ 53,933.00$ | $\$ 56,583.00$ |
| 3 | $\$ 42,682.00$ | $\$ 43,795.00$ | $\$ 45,300.00$ | $\$ 47,207.00$ | $\$ 49,517.00$ | $\$ 51,985.00$ | $\$ 54,635.00$ | $\$ 57,316.00$ |
| 4 | $\$ 43,305.00$ | $\$ 44,433.00$ | $\$ 45,960.00$ | $\$ 47,880.00$ | $\$ 50,212.00$ | $\$ 52,682.00$ | $\$ 55,335.00$ | $\$ 57,990.00$ |
| 5 | $\$ 43,926.00$ | $\$ 45,073.00$ | $\$ 46,614.00$ | $\$ 48,556.00$ | $\$ 50,908.00$ | $\$ 53,379.00$ | $\$ 56,034.00$ | $\$ 58,692.00$ |
| 6 | $\$ 44,875.00$ | $\$ 46,058.00$ | $\$ 47,636.00$ | $\$ 49,613.00$ | $\$ 51,998.00$ | $\$ 54,475.00$ | $\$ 57,120.00$ | $\$ 59,767.00$ |
| 7 | $\$ 45,825.00$ | $\$ 47,038.00$ | $\$ 48,654.00$ | $\$ 50,668.00$ | $\$ 53,091.00$ | $\$ 55,571.00$ | $\$ 58,234.00$ | $\$ 60,899.00$ |
| 8 | $\$ 46,772.00$ | $\$ 48,023.00$ | $\$ 49,672.00$ | $\$ 51,721.00$ | $\$ 54,181.00$ | $\$ 56,666.00$ | $\$ 59,333.00$ | $\$ 62,002.00$ |
| 9 | $\$ 47,723.00$ | $\$ 49,006.00$ | $\$ 50,691.00$ | $\$ 52,777.00$ | $\$ 55,273.00$ | $\$ 57,762.00$ | $\$ 60,545.00$ | $\$ 63,109.00$ |
| 10 | $\$ 48,668.00$ | $\$ 49,992.00$ | $\$ 51,709.00$ | $\$ 53,832.00$ | $\$ 56,364.00$ | $\$ 58,857.00$ | $\$ 61,533.00$ | $\$ 64,214.00$ |
| 11 | $\$ 50,010.00$ | $\$ 51,367.00$ | $\$ 53,133.00$ | $\$ 55,298.00$ | $\$ 57,878.00$ | $\$ 60,377.00$ | $\$ 63,061.00$ | $\$ 65,746.00$ |
| 12 | $\$ 51,337.00$ | $\$ 52,743.00$ | $\$ 54,552.00$ | $\$ 56,767.00$ | $\$ 59,391.00$ | $\$ 61,894.00$ | $\$ 64,583.00$ | $\$ 67,276.00$ |
| 13 | $\$ 52,671.00$ | $\$ 54,120.00$ | $\$ 55,972.00$ | $\$ 58,121.00$ | $\$ 60,906.00$ | $\$ 63,416.00$ | $\$ 66,110.00$ | $\$ 68,807.00$ |
| 14 | $\$ 55,415.00$ | $\$ 56,967.00$ | $\$ 58,921.00$ | $\$ 61,282.00$ | $\$ 65,150.00$ | $\$ 66,632.00$ | $\$ 69,503.00$ | $\$ 72,153.00$ |
| 15 | $\$ 56,523.30$ | $\$ 58,106.34$ | $\$ 60,099.42$ | $\$ 62,507.64$ | $\$ 66,453.00$ | $\$ 67,964.64$ | $\$ 70,893.06$ | $\$ 73,596.06$ |

All lanes reflected in semester hours.
After successful completion of step 15, teachers will receive a longevity bonus of $\$ 2000$ each year of additional service to the School District.

## SCHEDULE B

TEACHER SALARY SCHEDULE 2024-2025

| STEP | BA | $\mathrm{BA}+10$ | $\mathrm{BA}+20$ | $\mathrm{BA}+30$ | M | $\mathrm{M}+10$ | $\mathrm{M}+20$ | $\mathrm{M}+30$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |
| 1 | 42,900 | 44,017 | 45,538 | 47,463 | 49,798 | 52,311 | 55,012 | 57,715 |
| 2 | 43,536 | 44,671 | 46,206 | 48,151 | 50,507 | 53,025 | 55,728 | 58,462 |
| 3 | 44,171 | 45,322 | 46,879 | 48,838 | 51,216 | 53,736 | 56,442 | 59,150 |
| 4 | 44,805 | 45,974 | 47,546 | 49,527 | 51,926 | 54,447 | 57,155 | 59,866 |
| 5 | 45,773 | 46,979 | 48,589 | 50,605 | 53,038 | 55,565 | 58,262 | 60,962 |
| 6 | 46,742 | 47,979 | 49,627 | 51,681 | 54,153 | 56,682 | 59,399 | 62,117 |
| 7 | 47,707 | 48,983 | 50,665 | 52,755 | 55,265 | 57,799 | 60,520 | 63,242 |
| 8 | 48,677 | 49,986 | 51,705 | 53,833 | 56,378 | 58,917 | 61,756 | 64,371 |
| 9 | 49,641 | 50,992 | 52,743 | 54,909 | 57,491 | 60,034 | 62,764 | 65,498 |
| 10 | 51,010 | 52,394 | 54,196 | 56,404 | 59,036 | 61,585 | 64,322 | 67,061 |
| 11 | 52,364 | 53,798 | 55,643 | 57,902 | 60,579 | 63,132 | 65,875 | 68,622 |
| 12 | 53,724 | 55,202 | 57,091 | 59,283 | 62,124 | 64,684 | 67,432 | 70,183 |
| 13 | 56,523 | 58,106 | 60,099 | 62,508 | 66,453 | 67,965 | 70,893 | 73,596 |
| 14 | 57,653 | 59,268 | 61,301 | 63,758 | 67,782 | 69,324 | 72,311 | 75,068 |
| 15 | 58,807 | 60,453 | 62,527 | 65,033 | 69,138 | 70,711 | 73,757 | 76,569 |

All lanes reflected in semester hours.
After successful completion of step 15, teachers will receive a longevity bonus of $\$ 2000$ each year of additional service to the School District.

|  |  |  |  |  | $\begin{aligned} & \hline 2023- \\ & 2024 \end{aligned}$ | Base | 5,804 | $\begin{aligned} & 2024- \\ & 2025 \end{aligned}$ | Base | 5,804 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| POSITION | Positions | Years 1-5 | Years 6-10 | Years 11+ | Years 1-5 | Years 6-10 | Years 11+ | Years 1-5 | Years 6-10 | Years 11+ |
| BASKETBALL, BOYS: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 1.00 | 1.05 | 1.10 | 5,804 | 6,093 | 6,384 | 5,804 | 6,093 | 6,384 |
| 1st Assistant | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 2nd Assistant | 1 | 0.70 | 0.75 | 0.80 | 4,063 | 4,353 | 4,642 | 4,063 | 4,353 | 4,642 |
| Jr. High | 2 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| BASKETBALL, GIRLS: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 1.00 | 1.05 | 1.10 | 5,804 | 6,093 | 6,384 | 5,804 | 6,093 | 6,384 |
| 1st Assistant | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 2nd Assistant | 1 | 0.70 | 0.75 | 0.80 | 4,063 | 4,353 | 4,642 | 4,063 | 4,353 | 4,642 |
| Jr. High | 2 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| WRESTLING: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 1.00 | 1.05 | 1.10 | 5,804 | 6,093 | 6,384 | 5,804 | 6,093 | 6,384 |
| 1st Assistant | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 2nd Assistant |  | 0.70 | 0.75 | 0.80 | 4,063 | 4,353 | 4,642 | 4,063 | 4,353 | 4,642 |
| Jr. High | 1 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| VOLLEYBALL: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.90 | 0.95 | 1.00 | 5,222 | 5,514 | 5,804 | 5,222 | 5,514 | 5,804 |
| 1st Assistant | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 2nd Assistant | 1 | 0.65 | 0.70 | 0.75 | 3,772 | 4,063 | 4,353 | 3,772 | 4,063 | 4,353 |
| Jr. High | 2 | 0.45 | 0.50 | 0.55 | 2,612 | 2,902 | 3,192 | 2,612 | 2,902 | 3,192 |
| FOOTBALL: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.90 | 0.95 | 1.00 | 5,222 | 5,514 | 5,804 | 5,222 | 5,514 | 5,804 |
| 1st Assistant | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 2nd Assistant | 1 | 0.65 | 0.70 | 0.75 | 3,772 | 4,063 | 4,353 | 3,772 | 4,063 | 4,353 |
| Jr. High | 2 | 0.45 | 0.50 | 0.55 | 2,612 | 2,901 | 3,192 | 2,612 | 2,901 | 3,192 |
| BASEBALL: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 1st Assistant | 1 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| Jr. High | 2 | 0.45 | 0.50 | 0.55 | 2,612 | 2,901 | 3,192 | 2,612 | 2,901 | 3,192 |
| SOFTBALL: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 1st Assistant | 1 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| Jr. High | 2 | 0.45 | 0.50 | 0.55 | 2,612 | 2,901 | 3,192 | 2,612 | 2,901 | 3,192 |
| GOLF: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 1st Assistant | 1 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| Jr. High | 1 | 0.45 | 0.50 | 0.552 | 2,612 | 2,901 | 3,192 | 2,612 | 2,901 | 3,192 |
| TRACK: |  |  |  |  |  |  |  |  |  |  |
| "A" Head | 1 | 0.75 | 0.80 | 0.85 | 4,353 | 4,642 | 4,934 | 4,353 | 4,642 | 4,934 |
| 1st Assistant | 3 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| Jr. High |  |  |  |  | 2,612 | 2,901 | 3,192 | 2,612 | 2,901 | 3,192 |
| CHEERLEADING: |  |  |  |  |  |  |  |  |  |  |
| Fall | 1 | 0.40 | 0.45 | 0.50 | 2,321 | 2,612 | 2,901 | 2,321 | 2,612 | 2,901 |
| Winter | 1 | 0.60 | 0.65 | 0.70 | 3,483 | 3,772 | 4,063 | 3,483 | 3,772 | 4,063 |
| DANCE TEAM | 1 | 0.70 | 0.75 | 0.80 | 4,063 | 4,353 | 4,642 | 4,063 | 4,353 | 4,642 |
|  |  |  |  |  |  |  |  |  |  |  |

* Hiring of athletic coaches for each sport is based on anticipated student participation as determined by the Athletic Advisor and High School Principal

Note: For all Schedule C positions, years will be credited based upon years of service at that position (or within that sport) while serving at KW Schools


