

MASTER AGREEMENT

between

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

and

The Kenyon-Wanamingo Education Association

2019-2020 and 2020-2021

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1 **ARTICLE I**
2 **PURPOSE**
3

4 This Agreement is entered into between Independent School District 2172, Kenyon-Wanamingo,
5 Minnesota, hereinafter referred to as the School District, and the Kenyon-Wanamingo Education Association,
6 hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public
7 Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the
8 terms and conditions of employment for teachers for the duration of this Agreement.
9

10 **ARTICLE II**
11 **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**
12

13 Section 1. Recognition: In accordance with PELRA, the School District recognizes the Kenyon-
14 Wanamingo Education Association as the Exclusive Representative of teachers employed by the School
15 District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as
16 described in this Agreement.

17 Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the
18 School District as defined in this Agreement and in PELRA.
19

20 **ARTICLE III**
21 **DEFINITIONS**
22

23 Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,”
24 means the hours of employment, the compensation therefore including fringe benefits except retirement
25 contributions or benefits, other than School District payment of, or contributions to, premiums for group
26 insurance coverage of retired teachers or severance pay, and the School District’s personnel policies
27 affecting the working conditions of the teachers. The term does not mean educational policies of the School
28 District.

29 Section 2. Teacher: The word, “teacher,” shall mean all persons in the appropriate unit employed by
30 the School District in a position for which the person must be licensed by the State of Minnesota but shall not
31 include Superintendent, assistant superintendent, principals, and assistant principals who devote more than
32 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees,
33 essential employees, and such other employees excluded by law.

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

36 Section 4. Day: The word, “day,” means working days excluding Saturday, Sunday, and legal
37 holidays as defined by Minnesota statute.

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

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

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

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

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

11 Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined
12 by PELRA.

13 14 **ARTICLE IV** 15 **SCHOOL DISTRICT RIGHTS** 16

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

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

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

33 Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall
34 not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved
35 in this agreement, and all management rights and management functions not expressly delegated in this
36 Agreement are reserved to the School District.
37

38 **ARTICLE V** 39 **TEACHER RIGHTS** 40

41 Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be
42 construed to limit, impair, or affect the right of any teacher or his/her or representative to the expression or
43 communication of a view, grievance, complaint, or opinion on any matter related to the conditions or
44 compensation of public employment or their betterment, so long as the same is not designed to and does not
45 interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of
46 the Exclusive Representative.

47 Section 2. Right to Join: Teachers shall have the right to form and join labor or employee
48 organizations and shall have the right not to form and join such organizations. Teachers in an appropriate

1 unit shall have the right by secret ballot to designate an exclusive representative for the purpose of
2 negotiating grievance procedures and the terms and conditions of employment for such teachers.

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

9 Section 4. Personnel Files: Pursuant to M.S.122A.40. Subd. 19, as amended, all evaluations and
10 files relating to each individual teacher shall be available during regular School District business hours upon
11 the teacher's written request. The teacher will be notified of any materials used for disciplinary action placed
12 in the teacher's file. The teacher shall have the right to reproduce any of the contents of his/her file at the
13 teacher's expense and to submit for inclusion in the file written information in response to any material
14 contained in it.

15 Section 5. Posting of Vacancies:

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

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

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

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

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40

ARTICLE VI LENGTH OF SCHOOL YEAR

41 Section 1. Teacher Duty Days: The School District and the Exclusive Representative shall meet
42 and confer, annually, to enable input regarding the calendar for the next school year. Teachers shall perform
43 services on those days as determined by the School District, including those legal holidays on which the
44 School District is authorized to conduct school and, pursuant to such authority, has determined to conduct
45 school. The school years for 2019-2020 and 2020-2021 shall each consist of 184 duty days of which 4 days
46 or 32 hours shall be workdays. Workdays are for teacher work in classrooms and may be subdivided for
47 calendar planning purposes into no less than 4-hour blocks of uninterrupted time.

48 Section 2. Emergency Closings:

1 Subd. 1. School Calendar: In the event of energy shortage, severe weather, or other
2 emergency, the School District reserves the right to modify the school calendar, and, if school is
3 closed on a normal duty day(s), the teacher shall perform duties in accordance with the site Distance
4 Learning Day (DLD) guidelines.

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

11 **ARTICLE VII** 12 **HOURS OF SERVICE**

13
14 Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours.

15 Section 2. Site Hours: School Site administrators will be granted the flexibility to adjust individual
16 site work hours.

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

20 Section 4. Duty-Free Lunch: All teachers shall be entitled to a duty-free lunch period of no less than
21 25 minutes. Duty-free lunch includes passing time.

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

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

35 **ARTICLE VIII** 36 **LEAVES OF ABSENCE**

37
38
39 Section 1. Sick Leave:

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

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

47
48 Subd. 3. Use: Sick leave use is defined in M.S. 181.9413. A teacher may use sick leave
49 provided by the District for absences due to an illness or injury to the teacher's child, including a

1 stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20
2 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or
3 stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the
4 same terms upon which the teacher is able to use sick leave benefits for the teacher's own illness or
5 injury.
6

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

13 This section does not prevent the District from providing greater sick leave benefits than are
14 provided for under this section.
15

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

19 Subd. 4. Medical Certificate: The District may require a teacher to furnish a medical
20 certificate from a qualified physician as evidence of illness, indicating such absence was due to
21 illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a
22 teacher for sick leave is reserved to the District. In the event that a medical certificate will be
23 required, the teacher will be so advised.

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

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

28 Subd. 7. Pay for Unused Sick Days: A teacher who has 127-179 sick days accumulated as
29 of the last teacher contract day of the school year will be paid for 2 unused sick days at a rate \$100
30 per day. Payment shall be in the form of a District contribution to that teacher's Health Savings
31 Account (HSA) or Health Reimbursement Account (HRA). Payment shall be made with the June 30
32 payroll. These paid days will be deducted from the annual Sick Days account and may not be
33 banked.

34 A teacher who has 180 sick days accumulated as of the last teacher contract day of the
35 school year will be paid for an additional 4 unused Sick Days at a rate of \$100 per day. Payment
36 shall be made in the form of a District contribution to the teacher's qualifying HSA or HRA account.
37 Payment shall be made with the June 30 payroll. There shall be no more than 180 days of
38 accumulated sick leave at year-end.

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

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

46 Section 3. Workers' Compensation:

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

1 Section 4. Family Medical Leave:

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

6 Subd. 2. Request: FMLA leave will be granted pursuant to applicable law.

7 Section 5. Personal Leave:

8 Subd. 1. Use: Up to 3 days of personal leave shall be granted to each teacher annually.
9 These days are accumulative up to a maximum of 5 total days and shall be deducted from sick leave
10 days.

11 Subd. 2. Request: Requests for personal leave must be submitted to the Superintendent at
12 least 3 days in advance except for events that cannot be anticipated beforehand. All leaves must
13 have prior, electronic approval through the absence reporting system, but at no time shall more than
14 4 teachers from the high school/middle school and 2 teachers from the elementary school be granted
15 personal leave except in the event of an emergency.

16 Subd. 3. Emergency: A personal leave day shall not be granted for the first student day or
17 parent-teacher conferences except in the event of an emergency, which has been authorized by the
18 Superintendent.

19 Subd. 4. Compensation for Unused Personal Leave: Teachers who do not use their surplus
20 personal leave days may be compensated \$100 per day, up to a maximum of 3 days per year.
21 These funds will be paid out to the teacher on their June 30 paycheck.

22 Section 6. Child Care Leave:

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

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

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

35 Subd. 4. Date of Leave: The School District may, with mutual agreement of the teacher,
36 adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are
37 coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester
38 break, or quarter break, ending of a grading period, end of the school year, or the like. The
39 availability of a substitute teacher may also be considered by the School District in determining the
40 duration.

41 Subd. 5. Duration: In making a determination concerning the commencement and duration
42 of a childcare leave, the School District shall not be required to:

- 43 1.) grant any leave for more than 12 consecutive months in duration, or
44 2.) permit the teacher to return to his/her employment prior to the date designated in the
45 request for child care leave.

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

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

4 Subd. 8. Experience Credit: A teacher who returns from childcare leave within the
5 provisions of this section shall retain all previous experience credit for pay purposes and any unused
6 leave time accumulated under the provisions of this Agreement at the commencement of the
7 beginning of the leave. A teacher whose childcare leave exceeds 90 school days in a school year
8 shall not be given experience credit for pay purposes or leave time for that school year.

9 Subd. 9. Group Insurance: A teacher on child care leave is eligible to participate in group
10 insurance programs if permitted under the insurance policy provisions, but shall pay the entire
11 premium for such programs as the teacher wishes to retain by making payment to the business
12 office by the first date of each month prior to the coverage period. The District shall continue its
13 insurance contribution during the childcare leave up to a maximum of 12 weeks. The right to
14 continue participation in such group insurance programs, however, will terminate if the teacher does
15 not return to the School District pursuant to this section.

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

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

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

28 Section 9. General Leave of Absence:

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

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

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

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

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

1 Subd. 2. Notice: A teacher placed on such leave shall receive notice by July 1st of the
2 school year prior to the commencement of such leave with reasons for said placement.

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

5 Subd. 4. Affirmative Action Plan: The provisions in this section shall not apply if they will
6 result in any violation of the School District's affirmative action program which shall include ethnicity,
7 race, color, or sex, and any person employed by an affirmative action program may be retained in
8 the same field or subject matter of a teacher with greater seniority, if it is necessary to effectuate the
9 purposes of such affirmative action program.

10 Subd. 5. Tiebreaker: In the event of staff reduction, action affecting teachers whose first
11 date of employment commences on the same date and who have equal seniority, the selection of the
12 teacher for purposes of discontinuance shall be based upon the following criteria:

- 13 1.) Lane placement – higher lane stays.
- 14 2.) Number of academic license areas – higher number stays.
- 15 3.) Number of other license areas – higher number stays.
- 16 4.) Teachers who were involuntarily transferred to part-time will be retained over voluntary
17 part-time teachers if all above items are equal.
- 18 5.) Skills in special assignments.
- 19 6.) Total years of full-time teaching experience in public schools in Minnesota previous to
20 employment in the School District.

21 Subd. 6. Years of Service: Any teacher placed on such leave may engage in teaching or
22 any other occupation during such period and may be eligible for unemployment compensation if
23 otherwise eligible under the law for such compensation, and such leave will not result in a loss of
24 credit for years of service in the School District earned prior to the commencement of such leave.

25 Section 4. Reinstatement:

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

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

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

1 **ARTICLE XI**
2 **GRIEVANCE PROCEDURE**

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

7 Section 2. Representation: The teacher, Exclusive Representative, or School District may be
8 represented during any step of the procedure by any person or agent designated by such party to act on the
9 party's behalf.

10 Section 3. Definitions and Interpretations:

11 Subd. 1. Extension: Time limits specified in this article may be extended by mutual, written
12 agreement.

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

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

18 Subd. 4. Filing and Postmark: The filing or service of any notice or document required by
19 this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United
20 States Postal Service within the time period.

21 Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the
22 grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific
23 provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date
24 of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall
25 be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the
26 time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust
27 an alleged grievance informally between the teacher and the School Board's designee.

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

30 Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School
31 District's designee shall give a written decision on the grievance to the teacher or Exclusive
32 Representative, within 7 days after receipt of the written grievance.

33 Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered
34 may be appealed to the Superintendent, provided such appeal is made in writing within 5 days after
35 receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the
36 Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance
37 within 10 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or
38 the Superintendent's designee shall issue a decision, in writing, to the teacher.

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

47 Section 6. School Board Review: The School Board reserves the right to review any decision
48 issued under Section 5., Level I or Level II, of this procedure provided the School Board or its representative

1 notifies the parties of the intention to review within 10 days after the decision has been rendered. In the
2 event the School Board reviews a grievance under this section, the School Board reserves the right to
3 reverse or modify such decision.

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

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

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

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

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

18 Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms
19 of this procedure, the parties may, within 10 days after the request to arbitrate, attempt to agree
20 upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may
21 request the BMS to submit a panel of 7 arbitrators to the parties, pursuant to PELRA, providing such
22 request is made within 20 days after request for arbitration. The request shall ask that the panel be
23 submitted within 30 days after receipt of said request. Within 10 days after receipt of the panel, the
24 parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the
25 grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the
26 failure to request an arbitrator from BMS within the time periods provided in this article shall
27 constitute a waiver of the grievance.

28 Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may
29 be represented by such person or persons as they may choose and designate, and the parties shall
30 have the right to a hearing at which time both parties will have the opportunity to submit evidence,
31 offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The
32 proceeding before the arbitrator shall be a hearing de novo.

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

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

45 Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements
46 relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The
47 jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of
48 employment as defined herein and contained in this written Agreement; nor shall an arbitrator have
49 any jurisdiction over any grievance which has not been submitted to arbitration in compliance with
50 the terms of the grievance and arbitration procedures as outlined in this article; nor shall the
51 jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but

1 are not limited to such areas of discretion or policy as the functions and programs of the School
2 District, its overall budget, utilization of technology, the organizational structure, and selection and
3 direction and number of personnel. In considering any issue in dispute, in his/her order, the
4 arbitrator shall give due consideration to the statutory rights and obligations of the School District to
5 efficiently manage and conduct its operation within the legal limitations surrounding the financing of
6 such operations.

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

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15 **ARTICLE XII**
16 **BASIC SCHEDULES AND RATES OF PAY**

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

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

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

25
26 A teacher's advancement is subject to the right of the School District to withhold increments, lane
27 changes, or other salary increases for good and sufficient grounds. An action withholding a salary
28 increase shall be subject to the grievance procedure.

29 Section 2. Placement on Salary Schedule: The following rules shall be applicable in determining
30 placement of a teacher on the appropriate salary schedule:

31 Subd. 1. Germane: Credits to be considered for application on any lane of the salary
32 schedule must be germane to the current teaching assignment or any assignment for which the
33 Superintendent determines as a future need of the District.

34 Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the
35 bachelor's degree must be graduate credits and carry a grade equivalent of "B" or higher.
36 Undergraduate or graduate credits for any state mandated training may be taken at undergraduate
37 level but will apply to salary schedule only if taken at a graduate level. One semester credit equals
38 1-1/2 quarter credits.

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

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

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

1 Subd. 6. Prior Experience: A teacher who has had experience in other school systems or in
2 other fields of endeavor will be placed on the salary schedule as agreed between the School District
3 and teacher.

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

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

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

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

24 Section 6. Step Advancement: A teacher must be employed and teaching a minimum of 120 days
25 of the school year to qualify for a salary step advancement.

26 Section 7. Determining Percentage Position for Part-time Teachers: The following steps should be
27 used in determining percentage position for part-time teachers:

- 28 1.) Average the direct instruction time in minutes per day for full-time teachers at that level.
- 29 2.) Determine the direct instruction time in minutes per day for the part-time position.
- 30 3.) Calculate a percentage by dividing #2.) by #1.) above.
- 31 4.) Total minutes of employment compared to a full-time position shall be equal to the percentage
32 calculated in #3.) above.

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35 **ARTICLE XIII**
36 **EXTRA COMPENSATION**
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38 Section 1. Extra-Curricular Schedule: The salaries reflected in SCHEDULE C shall be part of this
39 Agreement for 2019-2020 and 2020-2021. Payment for the extra-curricular duties will be made on the 15th
40 day or the last day of the month following completion of the duty unless the duty is continuous throughout the
41 year; then the payment will be in monthly payments.

42
43 Section 2. Teacher on Special Assignment:
44

45 Subd. 1. Definition: The term, "Teacher On Special Assignment" (TOSA), will be used to
46 describe the reassignment of a non-probationary currently employed teacher into a non-classroom
47 review or coordination for an educational program of the School District. The School District will
48 require a current Minnesota teaching license in order to be employed in a TOSA position. Teachers

1 in a TOSA position may be required to periodically provide instruction to students, model teaching of
2 students for a peer, co-teach students with a peer, or substitute teach. TOSA positions are not
3 supervisory positions as defined in PELRA.
4

5 Subd. 2. Assignment: A TOSA assignment must be mutually agreed to by the teacher and
6 the School District. Teachers may not use their seniority status to claim any TOSA position or
7 vacancy. Teachers on ULA may apply for TOSA positions and be considered by the School District
8 for these positions. The School District will not be required to offer a teacher on ULA a TOSA
9 assignment.
10

11 Subd. 3. Term: The School Board shall determine the beginning and ending dates of a
12 TOSA assignment. During the term of the special assignment, both parties will have the ability to
13 evaluate the program and/or personnel needs, and, if necessary, request a change in assignment. In
14 the event that either the School District or the TOSA wish to end the term of a yearlong assignment,
15 notification must be given to the other party, in writing, by March 15th for the following school year.
16

17 Subd. 4. Compensation and Contractual Rights: A TOSA under this section shall continue to
18 receive all compensations, fringe benefits, and other contractual benefits and protections. Due to the
19 nature of the special assignment, additional time and/or compensation may be required. Such time
20 and compensation will be outlined in the description of the position when the position is posted and
21 may require specific licensure or additional licensure beyond a teaching license (i.e., a director or
22 principal license).
23

24 Subd. 5. Seniority: Accrual of seniority shall be unaffected by the TOSA. A TOSA shall
25 continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in
26 the School District.
27

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

33 Section 3. Substituting:

34 Subd. 1. Substitute Instructional Time: A teacher who agrees to give up his/her preparation
35 time will be reimbursed at the flat rate of \$35 for a regularly scheduled class period. Teachers may
36 annually elect to have their reimbursements placed in their HSA or HRA account through a District
37 notification form.

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

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

46 Section 4. Mileage: Mileage will be compensated according to the IRS rate.

47 Section 5. Homebound Instruction: This instruction will be paid at a rate of \$30 per hour and will be
48 based on actual hours spent in instruction, plus one hour of paid preparation time per every 5 hours of
49 instruction. Auto mileage incurred by the teacher for homebound instruction shall be paid according to
50 Section 4 above. This assignment will be voluntary.

1 For teachers who qualify for an Integrated Health Reimbursement Arrangement: The District will
2 contribute these funds to the employee's HRA for any bargaining unit member who is enrolled in an
3 employer group insurance plan that does not qualify as a high deductible HSA insurance plan.

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

12 Subd. 3. Income Protection Insurance: The School District shall contribute a sum of not to
13 exceed \$24 per month in 2019-2020 and 2020-2021 toward the premium for income protection
14 insurance for each full-time teacher employed by the School District who qualifies for and is enrolled
15 in the School District's income protection insurance plan. Any additional cost of the premium shall
16 be borne by the teacher and paid by payroll deduction.

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

20 Subd. 5. Determining School District 2172 Contribution to HSA: Under Subd. 2.above, an
21 HSA option will be available to KWEA teachers in addition to the current language in the subdivision.
22

23 In addition to the single and family insurance School Board contributions, the School District will
24 multiply the number of HSA single certified participants by the difference between the cost of the
25 premium and the School Board benefit for the premium if the premium is less than the total cost of
26 the insurance (total \$). This amount will be divided proportionally within each HSA participant group.
27 The group is defined as any teacher participating in the HSA single or the HSA family. The dollars
28 generated by the amount of the difference multiplied by the number of participants in the HSA single
29 plan (total \$) will be distributed as follows:
30

31 Each of the HSA single participants will receive twice what each of the family HSA
32 participants receive.
33

34 The following formula can be used to calculate the additional benefits for HSA family and
35 single participants:
36

$$37 \text{ HSA Family Additional Benefit} = \frac{\text{Total\$}}{\# \text{ of Family HSA Participants} + 2 * \# \text{ of Single HSA Participants}}$$

$$38 \text{ HSA Single Additional Benefit} = 2 * \text{HSA Family Additional Benefit}$$

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42 Eligible married teachers participating in the HSA plan will have those dollar savings to the School
43 District transferred to the total amount for the HSA participants.
44

45 These total amounts contributed to the HSA participants shall equal, but not exceed, the calculated
46 amount total for the number of single participants multiplied by the savings in the single premium.
47

48 At no time will contributions exceed the amounts defined in this section.

49 Section 2. Selection: The selection of insurance carriers and policies shall be made by the School
50 District as provided by law. The Exclusive Representative does have the right to unilaterally decide to
51 participate in the state-sponsored Public Insurance Program as provided in M.S. 43A.316.

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

1 Section 2. Process: The following process will apply to suspensions without pay.

2 Subd. 1. Conference: The teacher being considered for suspension will first have a
3 conference with the Superintendent. The teacher has the right to have a representative present at
4 the conference. The District will commence an investigation as soon as practical.

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

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

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

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25 **ARTICLE XVII**
26 **EARLY RETIREMENT BENEFIT**

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

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34 **ARTICLE XVIII**
35 **STANDARD RETIREMENT BENEFIT**

36 Section 1. Health and Hospitalization Benefit: A teacher terminating employment after having reached TRA
37 eligibility for retirement, shall upon retirement, receive a \$4,500 deposit in July of each year into a HCSP
38 administered by MSRS until eligible for Medicare. A teacher terminating employment after reaching the age
39 of 62, or older and having served the District for five (5) years or more, shall receive an additional \$4000
40 deposit. These deposits will not occur or be prorated in a year in which a teacher is employed for all or part
41 of the year following their retirement.

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

46 Section 3. MSRS Payment: The School District will implement the Minnesota State Retirement
47 System (MSRS) Health Care Savings Plan (HCSP) established pursuant to M.S. 352.98 effective April 1,
48 2002 under the criteria in Sections 1. and 2. of this article. Participation by all eligible teachers is mandatory.
49 Beginning in July following the teacher's retirement date, and in July of each year thereafter, until eligible for
50 Medicare or death of the retiree, the contracted benefit per year shall be deposited in the participating
51 teacher's MSRS HCSP. Upon the teacher's death, the remaining amount in the teacher's MSRS HCSP will
52 go to the teacher's beneficiaries.

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ARTICLE XIX
DEFERRED COMPENSATION

4 Section 1. 403b-Matching Contribution Plan:

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

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

11
12 Part-time teachers will be eligible to receive a pro-rated School District match. The School
13 District shall contribute equal to the amount contributed by the teacher up to the maximum amount
14 provided in this subdivision for that year. The teacher must use the School District match each
15 eligible year or lose the opportunity for the match in that year only.

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

19 Subd. 4. Unpaid Leave: Teachers on unpaid leave may not participate in the matching
20 program while on leave.
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ARTICLE XX
POSITION SHARING

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

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

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

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

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

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

For the Exclusive Representative

For the School District

President

School Board Chair

Secretary

School Board Clerk

Chief Teacher Negotiator

Chief School Board Negotiator

Dated this ____ day of _____, _____

Dated this ____ day of _____, _____

**SCHEDULE A
TEACHER SALARY SCHEDULE 2019-2020**

STEP	BA	BA+10	BA+20	BA+30	M	M+10	M+20	M+30
1	\$37,804	\$38,783	\$40,130	\$41,846	\$43,912	\$46,208	\$48,654	\$51,104
2	\$38,360	\$39,377	\$40,739	\$42,471	44,575	\$46,853	\$49,303	\$51,754
3	\$38,954	\$39,968	\$41,349	\$43,097	\$45,218	\$47,499	\$49,952	\$52,406
4	\$39,531	\$40,561	\$41,957	\$43,722	\$45,862	\$48,147	\$50,602	\$53,085
5	\$40,108	\$41,152	\$42,567	\$44,345	\$46,505	\$48,793	\$51,250	\$53,709
6	\$40,682	\$41,745	\$43,173	\$44,972	\$47,150	\$49,439	\$51,898	\$54,360
7	\$41,562	\$42,657	\$44,119	\$45,951	\$48,159	\$50,454	\$52,903	\$55,355
8	\$42,442	\$43,566	\$45,062	\$46,928	\$49,172	\$51,468	\$53,935	\$56,403
9	\$43,319	\$44,478	\$46,005	\$47,904	\$50,182	\$52,482	\$54,952	\$57,425
10	\$44,199	\$45,389	\$46,949	\$48,881	\$51,193	\$53,498	\$56,076	\$58,450
11	\$45,075	\$46,301	\$47,891	\$49,858	\$52,203	\$54,512	\$56,991	\$59,474
12	\$46,318	\$47,575	\$49,211	\$51,216	\$53,605	\$55,920	\$58,406	\$60,893
13	\$47,547	\$48,850	\$50,524	\$52,576	\$55,006	\$57,325	\$59,815	\$62,309
14	\$48,782	\$50,125	\$51,840	\$53,830	\$56,410	\$58,735	\$61,229	\$63,728
15	\$51,324	\$52,762	\$54,571	\$56,758	\$60,340	\$61,714	\$64,372	\$66,826

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.

All cells will include a one-time \$500 lump sum for the 2019-2020 school year.

**SCHEDULE B
TEACHER SALARY SCHEDULE 2020-2021**

STEP	BA	BA+10	BA+20	BA+30	M	M+10	M+20	M+30
1	\$38,383	\$39,377	\$40,744	\$42,486	\$44,584	\$46,915	\$49,398	\$51,886
2	\$38,947	\$39,980	\$41,363	\$43,121	\$45,257	\$47,570	\$50,057	\$52,546
3	\$39,550	\$40,580	\$41,982	\$43,757	\$45,910	\$48,226	\$50,716	\$53,208
4	\$40,135	\$41,182	\$42,599	\$44,391	\$46,563	\$48,884	\$51,376	\$53,897
5	\$40,722	\$41,782	\$43,218	\$45,024	\$47,217	\$49,539	\$52,034	\$54,531
6	\$41,305	\$42,384	\$43,833	\$45,660	\$47,872	\$50,195	\$52,692	\$55,192
7	\$42,198	\$43,310	\$44,794	\$46,654	\$48,896	\$51,226	\$53,712	\$56,201
8	\$43,091	\$44,233	\$45,751	\$47,646	\$49,924	\$52,256	\$54,760	\$57,266
9	\$43,981	\$45,158	\$46,709	\$48,637	\$50,949	\$53,285	\$55,793	\$58,303
10	\$44,876	\$46,083	\$47,668	\$49,629	\$51,976	\$54,316	\$56,934	\$59,345
11	\$45,765	\$47,010	\$48,624	\$50,621	\$53,002	\$55,346	\$57,863	\$60,384
12	\$47,027	\$48,302	\$49,964	\$51,999	\$54,426	\$56,775	\$59,299	\$61,824
13	\$48,274	\$49,597	\$51,297	\$53,380	\$55,847	\$58,202	\$60,731	\$63,262
14	\$49,529	\$50,892	\$52,633	\$54,654	\$57,273	\$59,633	\$62,166	\$64,703
15	\$52,110	\$53,569	\$55,406	\$57,626	\$61,263	\$62,658	\$65,357	\$67,849

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.

All cells will include a one-time \$500 lump sum for the 2020-2021 school year.

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**SCHEDULE C
2019-2020 and 2020-2021**

					2019-20	Base	5,336	2020-21	Base	5,442
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	5,551	5,828	6,106	5,622	5,945	6,228
1st Assistant	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
2nd Assistant	1	0.70	0.75	0.80	3,886	4,163	4,440	3,964	4,246	4,529
Jr. High	2	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
BASKETBALL, GIRLS:										
"A" Head	1	1.00	1.05	1.10	5,551	5,828	6,106	5,662	5,945	6,228
1st Assistant	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
2nd Assistant	1	0.70	0.75	0.80	3,886	4,163	4,440	3,964	4,246	4,529
Jr. High	2	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
WRESTLING:										
"A" Head	1	1.00	1.05	1.10	5,551	5,828	6,106	5,662	5,945	6,228
1st Assistant	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
2nd Assistant		0.70	0.75	0.80	3,886	4,163	4,440	3,964	4,246	4,529
Jr. High	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
VOLLEYBALL:										
"A" Head	1	0.90	0.95	1.00	4,995	5,274	5,551	5,095	5,380	5,662
1st Assistant	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
2nd Assistant	1	0.65	0.70	0.75	3,608	3,886	4,163	3,680	3,964	4,246
Jr. High	2	0.45	0.50	0.55	2,498	2,775	3,053	2,548	2,831	3,114
FOOTBALL:										
"A" Head	1	0.90	0.95	1.00	4,995	5,274	5,551	5,095	5,380	5,662
1st Assistant	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
2nd Assistant	1	0.65	0.70	0.75	3,608	3,886	4,163	3,680	3,964	4,246
Jr. High	2	0.45	0.50	0.55	2,498	2,775	3,053	2,548	2,831	3,114
BASEBALL:										
"A" Head	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
1st Assistant	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
Jr. High	2	0.45	0.50	0.55	2,498	2,775	3,053	2,548	2,831	3,114
SOFTBALL:										
"A" Head	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
1st Assistant	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
Jr. High	2	0.45	0.50	0.55	2,498	2,775	3,053	2,548	2,831	3,114
GOLF:										
"A" Head	1	0.75	0.80	0.85	4,163	4,440	4,719	4,426	4,529	4,814
1st Assistant	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
Jr. High	1	0.45	0.50	0.552	2,498	2,775	3,053	2,548	2,831	3,114
TRACK:										
"A" Head	1	0.75	0.80	0.85	4,163	4,440	4,719	4,246	4,529	4,814
1st Assistant	3	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
Jr. High					2,498	2,775	3,053	2,548	2,831	3,114
CHEERLEADING:										
Fall	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
Winter	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
DANCE TEAM										
	1	0.70	0.75	0.80	3,886	4,163	4,440	3,964	4,246	4,529
<i>* Hiring of athletic coaches for each sport is based on anticipated student participation as determined by the Athletic Advisor and High School Principal</i>										
<i>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</i>										

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**SCHEDULE C
2019-2020 and 2020-2021**

					2019-20	Base	5,336	2020-21	Base	5,442
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+
Band - Small Ensembles	1	0.20	0.25	0.30	1,111	1,388	1,665	1,133	1,416	1,698
Jazz Choir	1	0.20	0.25	0.30	1,111	1,388	1,665	1,133	1,416	1,698
Sr. High Band Activities	1	0.20	0.25	0.30	1,111	1,388	1,665	1,133	1,416	1,698
Sr. High Choral Activities	1	0.20	0.25	0.30	1,111	1,388	1,665	1,133	1,416	1,698
Jr. High Band Activities	1	0.08	0.10	0.12	444	555	666	452	566	680
Jr. High Choral Activities	1	0.08	0.10	0.12	444	555	666	452	566	680
Elementary Music Activities	1	0.08	0.10	0.12	444	555	666	452	566	680
Sr. High Play	1	0.50	0.55	0.60	2,775	3,053	3,331	2,831	3,114	3,398
Sr. High Play Music Director	1	0.30	0.35	0.40	1,732	2,022	2,310	1,767	2,062	2,356
Jr. High Play	2	0.30	0.35	0.40	1,665	1,943	2,220	1,698	1,982	2,264
FFA	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
FCCLA	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
Speech Team	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
Math Team - Sr. High	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
Math Team - Jr. High	1	0.25	0.30	0.35	1,388	1,665	1,943	1,416	1,698	1,982
Knowledge Bowl	1	0.30	0.35	0.40	1,665	1,943	2,220	1,698	1,982	2,264
Yearbook Advisor	1	0.35	0.40	0.45	1,943	2,220	2,498	1,982	2,264	2,548
Sr. High Student Council	1	0.40	0.45	0.50	2,220	2,498	2,775	2,264	2,548	2,831
Jr. High Student Council	1	0.35	0.40	0.45	1,943	2,220	2,498	1,982	2,264	2,548
National Honor Society	1	0.30	0.35	0.40	1,665	1,943	2,220	1,698	1,982	2,264
Chemical Awareness	1	0.30	0.35	0.40	1,665	1,943	2,220	1,698	1,982	2,264
Senior Class Advisor	2	0.20	0.25	0.30	1,111	1,388	1,665	1,133	1,416	1,698
Junior Class Advisor	2	0.06	0.07	0.08	333	388	444	340	396	452
Sophomore Class Advisor	1	0.07	0.08	0.09	388	444	500	396	452	510
Freshman Class Advisor	1	0.05	0.06	0.07	278	333	388	284	340	396
Eagle Bluff Coordinator	1	0.01	0.015	0.02	55	83	111	56	84	114
Robotics	1	0.60	0.65	0.70	3,331	3,608	3,886	3,398	3,680	3,964
Trapshooting	2	0.016	0.167	0.175	883	927	972	901	946	992
Strength/Conditioning	1	0.83	0.88	0.93	4,635	4,886	5,162	4,728	4,983	5,266
Concessions Coordinator	1	0.10	0.15	0.20	531	832	1,110	541	849	1,132
Site Webmaster	3	.10	.15	.20	500			500		
EVENT PAYMENTS					PER EVENT			PER EVENT		
					2019-2020			2020-2021		
Contest Accompanist					20.41			20.82		
Varsity Scorekeeper					32.27			32.92		
Varsity Timer					32.27			32.92		
Varsity Line Judge					32.27			32.92		
JV Scorekeeper					16.81			17.15		
JV Timer					16.81			17.15		
JV Line Judge					16.81			17.15		
Ticket Takers					26.68			27.21		
Officials/Refs					33.71			34.39		
Game Supervisor Support					58.82			60.00		
Pep Band Director					59.57			60.76		
Other Event Workers					25.10			25.60		
Mileage					IRS Rate			IRS Rate		

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