

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 2805**

**ZUMBROTA-MAZEPPA SCHOOLS**

**AND**

**EDUCATION MINNESOTA**

**ZUMBROTA-MAZEPPA**

**FOR**

**2021-2022 – 2022-2023**

*Approved 9/27/2021*

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## **ARTICLE 1**

### **PURPOSE**

This Agreement, entered into between Independent School District No. 2805 of Mazeppa, Minnesota, hereinafter referred to as the School District, and the Education Minnesota – Zumbrota-Mazeppa, 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, provides the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School District recognizes the Education Minnesota – Zumbrota-Mazeppa, 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 the provisions of the Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all the teachers of the School District as defined in the Agreement and in PELRA.

## **ARTICLE III**

### **DEFINITIONS**

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

**Section 2. Teacher:** “Teacher” shall mean any person employed by the School District in a position for which licensure if required by the State of Minnesota, but shall not include superintendent, assistant superintendent, principal, or assistant principal who devote more than 50% of their time to administrative or supervisory duties and daily substitute teachers who do not replace the same teacher for more than 30 working days.

**Section 3. Teacher Duty Day:** “Teacher Duty Day” shall mean all days that teachers are required to be present.

### **Section 4. 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 assignment. Special assignment positions may exist to provide leadership, mentorship, peer assistance or review, or coordination for an educational program of the district. The 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 on by the teacher and the district. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on unrequested leave of absence (ULA) may apply for TOSA positions and be considered by the district for these positions. The 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, but at no time will the duration be for less than one school year. 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 district or the TOSA wish to end the term of the assignment, notification must be given to the other party, in writing, by March 15<sup>th</sup> 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.

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 district.

Subd. 6. Reinstatement: An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teacher assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's licensure.

Section 5. Pupil Day: "Pupil Day" shall mean all days when students are present.

Section 6. School District: For purposes of administering this Agreement, "School District" shall mean the "School Board" or its designated representative(s).

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

Section 8. Day: Unless otherwise stated, "day(s)" shall mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

#### **ARTICLE IV** **SCHOOL DISTRICT RIGHTS**

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

Section 2. School Board Rights and Responsibilities: The exclusive representative recognizes that the School Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the School Board in conformity with the provisions of the Agreement.

Section 3. Effects of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and nonteaching services assigned by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders not inconsistent with this Agreement, 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. Rights Reserved: The School Board has been granted by the State Legislature the power to manage and control the School District. The School Board reserves these delegated powers to itself, except as they may be expressly limited by this Agreement.

## **ARTICLE V** **TEACHERS RIGHTS**

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

Section 2. Right to Join: Pursuant to PELRA, 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 to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Request for Dues Check-off: The exclusive representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check-off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in ten (10) equal installments, beginning with the first pay period in October.

Section 4. Sums Withheld: Sums withheld by the School Board as dues shall be promptly transmitted to the exclusive representative. Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues check-off authorizations submitted to the District by the Union and agreed to by the employee.

The employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedures for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing and forwarded to the Payroll Office within that week.

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

Section 5. Use of Facilities: Duly authorized representatives of the exclusive representative and their respective affiliates shall be permitted to transact official exclusive representative business on School District property at all times, provided that this use shall not interfere with or interrupt the normal operations. If a representative of the exclusive representative who is not an employee desires to meet with a teacher during the non-student contact portion of a teacher duty day, he/she shall first obtain permission from the building principal. Permission will be granted if this meeting does not interfere or interrupt normal operations. The exclusive representative and its representatives shall have the right to use school district buildings for meetings. However, the exclusive representative must obtain prior approval from the school board designee before scheduling meetings if the member attendance for these meetings exceeds twelve staff members. If special custodial service is required for the meeting, the school district may charge for it on the same basis as other non-commercial users are charged.

Section 6. Communications: The exclusive representative shall have the right to post notices and use teacher mailboxes for communication of activities and matters of exclusive representative concern only in the teacher workrooms.

Section 7. Access to Information: The School District agrees to furnish the exclusive representative, upon written request, all information concerning the financial resources of the School District including, but not limited to: annual financial reports and treasurer's reports, census data, names of all teachers, teachers' salaries and educational background, and other financial information. If the exclusive representative wishes to make copies of this material, the exclusive representative shall pay for the cost of reproduction.

Section 8. Exclusive Representative Leave: Time off for elected officers and/or appointed representative of the exclusive representative is allowed for up to a total of six (6) days for conducting the duties of the exclusive representative; the substitutes shall be paid for by the exclusive representative. In the event appointed representatives of the exclusive representative must be present for negotiations, mediation, or arbitration, no leave time will be assessed, no pay deducted, but substitute pay will be paid by the exclusive representative. The exclusive representative agrees to notify the Superintendent at least two (2) working days in advance of the intended use of this leave.



Section 9. Copies of the Agreement: Three signed copies of the final Agreement shall be retained for purposes of record: one retained by the School Board, one by the exclusive representative, and one by the Superintendent.

Section 10. Notice of Assignments: School administration will provide teachers with notice of teaching assignments and schedules for the forthcoming school year by the end of the previous school year. It is understood that changes in the teaching assignments do occur beyond this time frame. In the event that changes in a teacher's assignment become necessary, the teacher will have a consultation with the school administration.

Section 11. Teacher Notification of Open Position in the District: Internal posting of available positions: Whenever a teaching or extra-curricular position becomes available for assignment, the School District shall post notice of that available position internally before posting externally for one calendar week up until April 15. Any position that becomes available after April 15 will be simultaneously posted internally and externally. The School District shall consider all applications for voluntary transfer before permanently filling any open teaching position. The School District shall have the right to fill open positions on a temporary basis pending completion of the application process. All internal postings shall be sent via email to all certified staff on the day the position is posted. Each posting shall indicate the date such notice is posted and the date the posting expires. Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

1. Submit an online internal application prior to the expiration date of the notice, and
2. Possess a valid certificate/license to teach/direct/coach in the subject area, grade level, or activity that requires such licensure.

Section 12. Personnel Files: Pursuant to, as amended, all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by the law.

## **ARTICLE VI** **RATES OF PAY**

Section 1. Rates of Pay: The wages and salaries reflected in APPENDIX B-1 and APPENDIX B-2 attached hereto, shall be a part of the Agreement subject to the right of the School Board to withhold salary increases in the form of increments, lane changes, or other increases for just cause. Teachers shall advance on the salary schedule one (1) step for each year of service subject to the right of the School Board to withhold a salary increase for unsatisfactory performance. A salary increase shall not be withheld unless the teacher is notified of the unsatisfactory performance in writing and given an opportunity to correct such unsatisfactory performance. An action withholding a salary increase shall be subject to the grievance procedure.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract, and advancement on the salary schedule shall be governed by the provisions of this Agreement.

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

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

Subd. 2. Grade and Credit: To apply on the salary schedule, all credits must be graduate credits calculated on a semester basis and must be earned subsequent to the granting of the degree to which they refer. Any credits submitted for a lane change must carry a total grade average of "B" or better. In a course graded on a pass/fail basis, a pass grade shall be deemed to be a "B". In the event that a pass/fail grade is submitted, evidence must be supplied that a letter grade was not a grading option for the class submitted.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the teacher's respective supervisor and the Superintendent, in writing, prior to the start of the course. If a teacher is enrolled in a degree program at a single institution of higher learning, then once a degree program has been approved by a teacher's advisor and the Superintendent, the teacher can continue taking courses as set forth in the degree plan without individual approval for each course.

Subd. 4. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher only if the degree program is germane to the teacher's assignment as approved by the School District and the degree program is approved in writing by the Superintendent in advance.

Subd. 5. Application: The training level of teachers as of the beginning of each school year will be the basis of pay for that school year. In order to be granted lane changes, applications must be made to the Superintendent by submission of an official transcript by October 1 and February 15 of each year. Approved applications submitted by October 1 shall be effective as of the beginning of the school year. Approved applications submitted by February 15 shall be effective for the second semester.

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

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

Subd. 8. Experience Credit: To receive a year of credit for experience in this School District, teachers must teach at least 122 teacher workdays as stipulated in the adopted school calendar.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual basic salary shall be divided by the number of teacher duty days in the adopted school calendar to determine the amount of pay deduction.

Section 5. Salary Payment: Teachers will be paid in twelve (12) equal monthly payments on the 25<sup>th</sup> or last teacher duty day before the 25<sup>th</sup>, whichever comes first.

Section 6. Longevity Pay:

- A teacher employed by the School District with eighteen (18) years of teaching service to the School District or presently in his/her 5<sup>th</sup> through 9<sup>th</sup> year of assignment at “Step 13” of the salary schedule shall receive an annual longevity payment of \$2,000 added to her/her applicable salary schedule above “Step 13”.
- A teacher employed by the School District with twenty-three (23) years of teaching service to the School District or presently in his/her 10<sup>th</sup> through 14<sup>th</sup> year of assignment at “Step 13” of the salary schedule shall receive an annual longevity payment of \$2,500 added to her/her applicable salary schedule above “Step 13”.
- A teacher employed by the School District with twenty-eight (28) years of teaching service to the School District or presently in his/her 15<sup>th</sup> through 19<sup>th</sup> year of assignment at “Step 13” of the salary schedule shall receive an annual longevity payment of \$3,000 added to her/her applicable salary schedule above “Step 13”.
- A teacher employed by the School District with thirty-three (33) years of teaching service to the School District or presently in his/her 20<sup>th</sup> through 24<sup>th</sup> year of assignment at “Step 13” of the salary schedule shall receive an annual longevity payment of \$3,500 added to her/her applicable salary schedule above “Step 13”.
- A teacher employed by the School District with thirty-eight (38) years of teaching service to the School District or presently in his/her 25<sup>th</sup> or more year of assignment at “Step 13” of the salary schedule shall receive an annual longevity payment of \$4,000 added to her/her applicable salary schedule above “Step 13”.

**ARTICLE VII**  
**EXTRA COMPENSATION**

Section 1. Additional Assignment: Extra assignments associated with additional compensation shall be detailed in a letter(s) of assignment.

Section 2. Extra-curricular Compensation: The wages and salaries reflected in APPENDIX C, attached hereto, shall be a part of this Agreement for its duration.

Section 3. Assignment of Extra-curricular Duties: The School District may assign the teacher to extra-curricular, co-curricular, or other assignments beyond the regular school day subject to established compensation for such service after effort to attain voluntary acceptance of these assignments and after consultation with teacher(s) involved. If a teacher is unable to perform in total the extra duty assigned and a replacement has to be hired to perform this duty in total, the original teacher will not be paid for extra duty. If a teacher is unable to perform the full duty assigned, and a replacement has to be hired to perform this duty in part, the original teacher’s pay will be prorated.

Section 4. Procedure to Add or change Items to Schedule C: Teachers will present rationale for changing or adding items to Schedule C to members of the Meet and Confer committee or Activities Director. The rationale will include duties, hours, and proposed pay based on the Schedule C base pay. Recommendations will be sent to the Board for final approval.

Section 5. Teacher Overload: Teachers who teach an academic overload will be compensated at an increase of 12.50% more than their current teaching salary step.

Teachers who supervise a study hall overload (full 44-minute period) will be compensated at an increase of 6.25% more than their current teaching salary step.

Teachers who supervise a 30-minute lunch overload will be compensated at an increase of 4.25% more than their current teaching salary step (30/44 x 6.25%).

Section 6. College in the Schools (CIS):

Subd. 1: The School District shall provide a stipend to teachers who teach CIS courses. The teacher will receive \$750 per 0.5 high school credit or \$1,500 per 1.0 high school credit and an additional two (2) days pro-rated pay per CIS course. A lump sum amount will be paid through payroll at the end of each semester.

Subd. 2: Any teacher certified to teach a CIS class can be required to teach one CIS class. The class will be mutually agreed upon by the Superintendent and the teacher.

Subd. 3: Any additional CIS class assignments will need to be mutually agreed upon by the superintendent and the teacher.

Subd. 4: Any teacher hired to teach a CIS class as part of their initial contract with the Zumbrota-Mazeppa School District can have CIS classes assigned as part of their future contract.

**ARTICLE VIII**  
**GROUP INSURANCE**

Section 1. Selection: The selection of insurance carriers and policies shall be made following a review process conducted by the District Insurance committee comprised of members of bargaining groups impacted by insurance decisions.

Section 2. Benefit Eligibility: Benefits provided in this article are designed for full-time teacher. Part-time teachers shall be eligible for partial benefits proportional to the extent of their employment, provided however, they meet the hourly eligibility requirement of the appropriate insurance carrier.

Section 3. Required Eligibility: A teacher must be employed at a 0.7 FTE and work a minimum of 85 workdays per year to be eligible for proportionate health, dental, life, or disability insurance.

Section 4. Health/Hospitalization, and Dental Insurance: The School District shall contribute the sum as reflected in APPENDIX A, attached hereto, toward the premium for individual and dependent coverage for each eligible teacher employed by the School District who qualifies for and is enrolled in the School District group health/hospital and dental insurance plans. Any additional costs of the premium shall be paid by payroll deduction.

Section 5. Life Insurance: The School District will contribute the sum as reflected in APPENDIX A, attached hereto for a \$30,000 term life insurance policy for each teacher employed by the School District who qualified for and is enrolled in the School District's group term-life insurance plan.

Section 6. Long-term Disability Insurance: The School District shall contribute the sum as reflected in APPENDIX A, attached hereto, towards the premium for individual coverage for each eligible teacher employed by the School District who qualifies for and is enrolled in the School District long-term disability insurance program. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction. In no event shall the coverage exceed a teacher's regular contract salary in excess of \$60,000.

Section 7. 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 8. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this Agreement as long as the teacher is employed by the School District, on paid status, and enrolled in the School District's health/hospitalization insurance plan. Upon termination of employment during the school year, all School District contributions shall cease, effective on the last working day. If termination of employment occurs at the end of the school year, a teacher's participation in the School District's health/hospitalization and dental insurance plans shall continue until the following August 31, but all other insurance coverage shall cease on the last teacher's duty day.

## **ARTICLE IX**

### **HOURS OF SERVICE**

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be eight (8) consecutive hours.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Teacher Hours: The basic day and specific hours of any individual teacher may vary according to the needs of the educational program of the School District. In this instance, the basic day and specific hours for the teacher will be agreed upon by the School District, teacher, and exclusive representative. Within twenty-four (24) hours of notice of a meeting, a teacher will change to that "workday" schedule.

Section 3. Additional Activities: In addition to the basic school day, teachers may be required to participate in School District activities beyond the basic school day relating to teaching and nonteaching services as is required by the School District.

Section 4. Prep Time:

Subd. 1: PreK-6 teachers will have a daily average of 85 minutes of preparation time during the student contact portion of the day and will be provided in no more than three uninterrupted blocks per day. Teachers less than full time will have a pro-rated 85 minutes of prep equal to their FTE. Exceptions

may be made by mutual agreement between the School District, teacher, and the exclusive representative.

Subd. 2: 7-12 teachers will have a maximum teaching/supervising load of six (6) class periods of an 8-period day or an equivalent ratio of time if the schedule changes from an eight-period day. Preparation time shall be provided in 1 or 2 uninterrupted blocks during the student day. Exceptions may be made by mutual agreement between the School District, teacher, and the exclusive representative.

Section 5. Travel Time: Any teacher who travels between the Zumbrota and Mazeppa sites will be given twenty (20) minutes of travel time in addition to his/her lunch and prep time.

## **ARTICLE X**

### **LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: The School Board shall establish the number of pupil days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of 184 days.

The School board may decide by May 10 of each year, if the established calendar contains extra days beyond the mandatory number of student contact days, to declare the extra days as inservice days for teachers. The plan for the use of these inservice days will also be decided by May 10. These days may be used to meet the needs of the School District in areas such as curriculum development, overall teacher trainings, management, and organization of individual departments, and/or building or other concerns deemed relevant to the School District at the time. The School District will consult with the teachers when organizing, but approval of the program is the responsibility of the School Board.

Section 2. Calendar Change: The District Calendar committee, including members of multiple bargaining units, will reach consensus on annual calendar changes and communicate these changes.

Section 3. Emergency Closings: In the event of a pupil day or teacher duty day lost for any emergency, the teacher shall perform duties on that day and other such days in lieu thereof, as the School District shall determine.

Section 4. Energy Emergency: If an energy emergency exists, the school term or day may be modified as directed by the governor, the legislature, the State Department of Education, or the School Board. Providing that no loss of state aid to the School District results from this emergency, then no teacher shall suffer a loss of any fringe benefits, salary, compensation, tenure, seniority, or status of employment as a result of changes in accommodating an energy crisis.

Section 5. Compensation Deduction: In the event that teacher duty days missed due to school closure are not rescheduled, the teacher shall have a choice of participating in the district approved make-up plan, using PTO or compensation deduction in the amount of 1/184<sup>th</sup> of the teacher's salary.

**ARTICLE XI**  
**RETIREMENT**

Section 1. Eligibility: Teachers who are at least 56 years of age and have completed at least twenty (20) years of teaching service in the School District, shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board and actual retirement. Teachers who have served the School District as part-time teachers shall receive credit for part-time service on a pro-rata basis.

Section 2. Consecutive Teaching Service: This article shall apply only to teachers whose teaching service has been consecutive as defined by this Agreement.

Section 3. Retirement Pay: A teacher who is eligible for retirement pay shall be paid retirement pay of 125 days times the teacher's daily rate of pay.

Section 4. Daily Rate of Pay: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at that time of resignation, as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation.

Section 5. Payment: Retirement pay shall be paid by the School District in one (1) lump sum on or before June 30 of the year of termination.

Section 6. Limitations: Retirement pay shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40. a teacher placed on unrequested leave who is subsequently rehired shall have his/her retirement pay accrual restored.

Section 7. Health and Hospitalization Insurance: A retiring teacher shall be eligible for continued health/hospitalization insurance coverage pursuant to M.S. 471.61, Subd. 2B. a teacher wishing to receive continuing coverage shall pay the entire premium for health insurance commencing with the beginning of the retirement and shall pay to the School District the monthly premium in advance. Non-timely payment shall result in immediate policy cancellation.

Section 8. Post-Retirement Health Care Savings Plan: Each teacher who qualifies under this article will place 100% of his/her remaining retirement pay after any required "ARTICLE XI Contract Reductions," into the "Post-Retirement Health Care Savings Plan" as provided and administered by the Minnesota State Retirement System, said payments to be made as provided above and the balance of said retirement pay to be paid to the teacher as required above.

Section 9. Early Retirement Incentive:

Subd. 1: The early retirement incentive is available for all full-time teachers hired before July 1, 2019, who meet the eligibility requirements and who submit a letter by March 1 of your current contract. This resignation will be effective for the following contract year.

Subd. 2: To be eligible for the early retirement incentive, a full-time teacher must complete at least twenty (20) years of service with the School District and have an accepted retirement through TRA.

Subd. 3: Eligible teachers shall receive a one-time \$20,000.00 payment. Part-time teachers shall be entitled to this early retirement incentive on a pro-rata basis. The School District payment shall be in the form of a lump sum contribution into the eligible teacher's HCSP account administered by MSRS.

Subd. 4: This retirement incentive shall not be construed to limit any other benefit a teacher might be eligible for under the Collective Bargaining Agreement (CBA) when they retire. Benefits provided are in addition to any retirement benefits provided for under the CBA.

Subd. 5: In the event the amount of this early retirement incentive exceeds the available IRS limits in the year of separation, the School District will make a contribution up to the IRS maximum into the eligible teacher's account in the first year of separation, and make the remainder of the payment the following year.

Subd. 6: Payments will be made with the June payroll dates of the corresponding year(s). In the event of the death of an employee, payment will be made to the estate of the employee.

Section 10. Hiring of Retired Teachers: The rules and procedures for the hiring of retired teachers shall be part of the "Contract/Agreement: Hiring Retired Teachers" and not part of this Master Agreement.

## **ARTICLE XII**

### **DEFERRED COMPENSATION**

#### **Section 1. 403B Matching Contribution Plan:**

Subd. 1. Eligibility: Teachers who are regularly employed at least 0.7 FTE and 85 workdays per year and who have completed at least two (2) years of teaching service with the School District shall be eligible to participate in a 403B matching contribution plan pursuant to M.S. 365.24. Also, all teachers hired before July 1, 1987 and working less than 28 hours per week and less than 85 work days per year may participate in the matching contribution plan on a pro rate basis.

Subd. 2. School District Contributions: The School District will match eligible annual teacher contributions up to the following annual limits:

Subd. 3. Prior Experience: A teacher who has experience in other school districts or other fields of endeavor will be placed on the 403B schedule as agreed upon between the superintendent and teacher.

Beginning year 3 through year 5 - \$888

Year 6 through year 8 - \$1104

Year 9 through year 11 - \$1440

Year 12 through year 14 - \$2,052

15+ Years - \$2652

The School District shall contribute annually an amount equal to the amount contributed by the teacher. The teacher's contributions can be invested in a Traditional or Roth IRA.



Subd. 3. Salary Reduction Authorization: A salary reduction authorization 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 that school year.

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

Section 2: Retirement Pay: Full-time teachers hired before July 1, 1987, will continue to be covered under the retirement pay language of ARTICLE XI.

The School District shall, however, subtract any amount it has paid to the 403B matching contribution plan from the amount a teacher would otherwise have received under Section 3 of ARTICLE XI. The balance of the retirement, if such an amount exists, shall be paid by the School District per ARTICLE XI.

Teachers hired after July 1, 1987, shall not be eligible for retirement pay as provided for in ARTICLE XI. Retirement pay shall ultimately be phased out and eliminated from the Master Agreement.

### **ARTICLE XIII** **LEAVES OF ABSENCE**

#### **Section 1. Paid Time Off (PTO):**

Subd. 1 Earning: All full-time teachers shall earn PTO at a rate of one (1) day for each month of service in the employment of the School District, which is equivalent to twelve (12) days each school year. All full-time teachers shall be advanced a credit of twelve (12) days PTO at the beginning of each school year. All part-time teachers shall earn PTO at a rate of one (1) day for each month of service in employment of the School District, which is equivalent to twelve (12) days each school year. All part-time teachers shall be advanced a credit of twelve (12) days of PTO at the beginning of each school year. A day constitutes the individual teacher's portion of time worked. PTO will not apply, nor may it be earned or accumulated, during an unpaid leave of absence.

Subd. 2. Accumulation: Unused PTO days may accumulate to a maximum credit of 180 days of "banked" PTO per teacher.

Subd. 3. Banked PTO: Banked PTO shall be used only upon the depletion of the annual PTO allocation. Subsequent days used for illness will be deducted from a teacher's accrued banked PTO balance. A teacher may use banked PTO, as defined above, for serious illness of the teacher, the teacher's spouse, or the teacher's child, parent/in-law parent, grandparent, or sibling.

Subd. 4. Approval: PTO days will be approved upon submission of a request to the superintendent. Teachers should notify the district office at least three (3) days in advance for all scheduled PTO. Teachers may take up to five (5) days of scheduled PTO leave consecutively. No more than eight (8) teachers may be gone at any one time for scheduled PTO.

Subd. 5. Worker's Compensation: Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's PTO days if workers' compensation insurance pays for the days absent.

Subd. 6. Unearned Use: In the event of resignation, termination, or discharge of a teacher to whom PTO has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess. Accumulated PTO will be forfeited by the teacher upon resignation, termination, or discharge.

Subd. 7. Pay for Unused PTO Days: A teacher who has 90-124 PTO days accumulated as of the last teacher contract day of the school year will be paid for two (2) unused PTO days at a rate equal to the cost of the short call substitute per day. Payment shall be made in the form of a district contribution to that teacher's HCSP account administered by MSRS. Payment shall be made with the June payroll. These paid days will be deducted from the annual PTO account and may not be banked.

A teacher who has 125+ PTO days accumulated as of the last teacher contract day of the school year will be paid for an additional five (5) unused PTO days at a rate equal to the cost of the short call substitute per day. Payment shall be made in the form of a district contribution to that teacher's HCSP account administered by MSRS. Payment shall be made with the June payroll. There shall be no more than 180 days of accumulated PTO at year end.

Teachers shall also be eligible for an additional stipend for unused PTO days as of the last teacher contract day of the school year. This stipend will reflect the usage of the yearly twelve (12) PTO days issued and will not be part of the banked accumulated leave. Teachers with unused PTO days from the twelve (12) issued each year shall be paid the following amounts:

- 12 days unused - \$1,600
- 9 – 11 days unused - \$1,500
- 6 – 8 days unused - \$1,000

These payments shall be made in the form of a contribution to the teacher's HCSP account administered by MSRS.

Subd. 8. Use: Scheduled PTO days may be taken on student days up through May 15. Scheduled PTO days on non-student days and student days after May 15 require prior, written approval from the Superintendent.

Subd.8. Childcare Borrowed PTO:

Teachers who qualify for Child Care Leave under Article XIII, Leaves of Absence, Section 8 can request to borrow from the district up to 20 days of additional PTO for the leave. The teacher must exhaust all their current accumulated PTO before the 20 additional days will be awarded to the teacher. The teacher will pay back the district over the next 4 years in the form of at least 5 PTO days per year. Teachers who have additional Child Care Leaves within the four years are eligible for another 20 days for each qualifying event and will pay back all the additional PTO days at a rate of at least 5 days per year until all the borrowed days are paid back. If the teacher leaves the district during this payback period, the teacher must pay the district B.A. Step 1 daily rate of pay for each day the teacher owes the district. If possible, this payment will be in the form of a payroll deduction in the last payroll check. If the employee leaves the district after the last payroll check, they will pay the district directly for these days. During the payback years for this teacher the unused PTO stipend will be :

- 7 days = 1,600

- 4-6 days = \$1,500
- 1-3 days = \$1,000

Section 2. Banked PTO:

Subd. 1. Medical Certificate: In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 2. Deduction: PTO shall be deducted from the banked PTO days earned by the teacher.

Subd. 3. Approval: Banked PTO pay shall be approved only upon submission of a request to the superintendent.

Section 3. Bereavement Leave: A full-time teacher shall be granted up to five (5) days of absence due to the death of a member of the teacher's or spouse's immediate family. The "immediate family" will include parents, siblings, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, and guardian. If the Superintendent deems it necessary, more time may be allowed. Such absences shall be deducted from banked PTO, and part-time teachers shall be entitled to leave on a pro-rata basis. In an event that a teacher does not have any banked PTO, they will be allowed to take up to five (5) days and will be deducted from their current PTO.

Section 4. Jury Duty Leave: Leave shall be granted by the School District. The teacher shall receive regular pay from the School District but will sign over to the School District the pay received for jury duty, which shall not include reimbursement for mileage.

Section 5. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. 192 and other applicable law.

Section 6. Professional Growth Leave: A teacher with a minimum of three (3) consecutive years of teaching service in the School District may be granted a leave of absence for professional growth according to the following:

Subd. 1. Application: Written application must be made to the School Board prior to February 1 of the school year preceding the intended leave. Such application shall state the nature of the leave, including the specific activities in which the teacher expects to participate.

Subd. 2. Approval/Disapproval: The School Board shall notify the teacher of an approved or disapproved application no later than the regular March school board meeting.

Subd. 3. Length and Purpose: Leave may be approved under this section for a period of up to two (2) years for purposes including, but not limited to, a course of study at an accredited college or university related to the teacher's responsibilities, foreign or military teaching, or a cultural or work program related to the teacher's position.

Subd. 4. Compensation and Return to Work: Such leaves shall be without compensation; however, upon return from such leave, the teacher shall be placed in the same position on the salary schedule as he/she was on the date of the commencement of the leave. Credits earned while on such

leave, if approved pursuant to the provisions of ARTICLE VI, may be used to advance on the salary schedule.

Section 7. Professional Visitation Leave: Upon written request, teachers may be granted release time for classroom visitation and school observation. Teachers on this leave shall be reimbursed for necessary expenses. Substitutes shall be provided by the School District.

Section 8. Child Care Leave:

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

Subd. 2. Request: A teacher making application for childcare or adoption leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. Unusual medical or legal circumstances may allow certain modifications and concessions by the School District in regard to the three (3) month notification.

Subd. 3. Medical Statement: A teacher will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The School District may 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 year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

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

- Grant any leave for more than twelve (12) months in duration;
- Permit the teacher to return to 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 position for which he/she is licensed and qualified 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 in writing to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 9. Worker's Compensation Leave: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance, may draw PTO and/or banked PTO and receive full salary from the School District, the teacher's 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 PTO and/or banked PTO.

Section 10. Authorized Leave Insurance Coverage: A teacher on authorized leave of absence is eligible to continue in the School District's group insurance programs provided pursuant to the insurance policy provisions, and the teacher shall remain on authorized leave for no more than five (5) years. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. Non-payment shall result in immediate policy cancellation.

Section 11. Compensation Time/Inhouse Subbing: In the event a substitute cannot be found, a teacher covering the class will be compensated as follows:

Subd. 1. Teachers will earn compensation time equivalent to the time covered, divided by the number of teachers covering the timeframe/period.

Subd. 2. Elementary and Primary: Teachers will earn 7.5 hours of compensation time divided by the number of teachers who covered the class for full day or earn 3.75 hours of compensation time divided by the number of teachers who covered the class for a half day.

Subd. 3. Middle and High School: Teachers will earn one eighth of a day of compensation (based on the current eight (8) period day) for every period covered.

Subd. 4. Compensation Time Carry-over: Compensation time earned by teachers throughout the year must be used by May 15. One day of compensation time earned prior to May 15 can be carried over to the following year and all compensation time earned after May 15 can be carried over to the next school year. The use of compensation time after May 15 requires prior approval from the Superintendent.

Subd. 5. Assignment of Compensation Time: At the beginning of each semester, teachers will be asked if they are interested in substituting for compensation time. Compensation will be equally distributed based on availability among those who showed interest.

#### **ARTICLE XIV** **UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY**

Section 1. Purpose: Pursuant to this article (designed to implement the provisions of M.S. 122A.40, Subd. 10 the School Board may place a teacher on ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

#### **Section 2. Definitions:**

Subd. 1. Terms Defined: For purposes of this article, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. Teacher: "Teacher" means a member of the appropriate unit as defined in this Agreement.

Subd. 3. Days: "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

Subd. 4. Qualified: "Qualified" shall mean a teacher who possesses current state licensure in the subject matter category as certified by the Minnesota Department of Education and has taught such subject matter category while holding such licensure.

Subd. 5. Subject Matter: "Subject matter" shall mean teachers in the following categories:

Elementary Categories:

- 1) Pre-kindergarten; 2) grades one-six (including instructional consultants)

Secondary Categories:

- 1) Agriculture; 2) arts; 3) business; 4) foreign language; 5) family and consumer science; 6) industrial technology; 7) language arts; 8) mathematics; 9) science; 10) social studies

P-K-12 Categories:

- 1) Counselor; 2) music instrumental; 3) music vocal; 4) library; 5) physical education; 6) special education (all disabilities)

Subd. 6. Seniority: "Seniority" means the number of days in the School District of continuous teaching service during the regular school year by a continuing contract teacher commencing with the first day of actual service. Teachers teaching less than a full contract day shall accrue seniority on a pro-rata basis in their existing assignment or in the other part-time assignments for which they are licensed and qualified but shall not be able to displace full-time teachers in other assignments. Teachers on an authorized leave under ARTICLE XIII or teachers on ULA shall continue to accrue seniority credit while on leave. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment was subsequently reinstated by the School Board without actual interruption of regular service.

### Section 3. Unrequested Leave of Absence:

Subd. 1. Terms: The School District may place on unrequested leave of absence (ULA) for a period not to exceed two (2) 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 with another district or districts. Such leave shall be effective at the close of the school year.

Subd. 2. Notice and Hearing: Teachers to be placed on ULA shall be entitled to the notice and hearing rights specified in M.S. 122A.40.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the subject matter categories covered by this Agreement. No teacher shall be placed on ULA if any other qualified teacher with less seniority is employed in the same subject matter category. No teacher shall be placed on ULA if any other teacher in the same areas of certification is 1) employed on temporary approval by

the State Department of Education, 2) a holder of limited certificate, 3) a probationary teacher. Tier 1 and 2 teachers shall be placed on ULA before Tier 3 and 4 teachers.

Subd. 4. Affirmative Action: This section shall not apply if its application will result in any violation of an affirmative action program required of the School District by any governmental agency or court, which shall include but not be limited to ethnic, race, color, or sex, and any person employed in the affirmative action program may be retained in the same field of subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purpose of such affirmative action program.

Subd. 5. Tiebreakers: If a reduction in number of teachers affects teachers with identical seniority, then the teacher or teachers in a lower lane or lanes of the salary schedule (i.e. reflecting less preparation) shall be terminated first. If teachers with identical seniority are also in the same lane of the salary schedule, the teacher or teachers to be placed on ULA shall be those with fewer total years of teaching in public or private schools. If, after the application of the above criteria, a tie still exists, the teacher or teachers to be placed on ULA shall be determined by whoever has the higher TRA file number.

Section 4. Status While on Leave: Any teacher placed on ULA shall remain eligible to participate in all teacher benefit plans, subject to the approval of the insurance carrier. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. Non-payment shall result in immediate policy cancellation. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible under the Unemployment Compensation Act for such compensation, and such leave will not result in loss of credit for years of service in the School District earned prior to the commencement of such leave if the teacher is subsequently reinstated.

Section 5. Reinstatement:

Subd. 1 Process: No new teachers shall be employed by the School District while any qualified teacher is on ULA in the subject matter category in positions covered by this Agreement. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave, or any other available position in the School District covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which the teachers were placed on ULA. A teacher, if reinstated from ULA, shall advance only to the next step on the salary schedule. Additional experience credit shall be granted while on ULA only if the teacher taught full-time in an accredited school during leave.

Subd. 2 Notices: When placed on ULA, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Notice shall be given by registered mail, return receipt requested, to such teacher's last known address, and the teacher shall be responsible to provide for forwarding of mail or for address change.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall, by certified mail, send the notice of vacancy to such teacher as provided above. The teacher shall have fifteen (15) workdays of receiving notice to accept reemployment. If a teacher fails to respond to a notice within the fifteen (15) workdays of receiving notice, the School

District may offer the position to the next teacher on the seniority list. A teacher who fails to receive notice within the fifteen (15) workday period, as provided above, shall have no claim to the vacant position involved but shall retain his/her position on the seniority list.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease two (2) 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. Tier 3 and Tier 4 teachers will be called back before Tier 1 and Tier 2.

Section 6. Establishment of a Seniority List: The School District shall, each year, cause a seniority list by name, amount of seniority, licensure, qualification in certified areas, salary schedule placement, and total years of service in teaching to be prepared from the records. It shall thereupon post such list in an official place in each school building of the School District with a copy to the president of the exclusive representative.

Subd. 1. Request for Change: Any teacher whose name appears on such list and who may not agree with the findings of the School District and the order of seniority in said list shall have ten (10) workdays from the date of posting to supply written documentation, proof, and request for seniority change to the School District.

Subd. 2. Final Deadline to Furnish Documentation: If, upon written verification from the exclusive representative that a teacher cannot secure the documentation supporting his/her position, the School District will extend the teacher, upon written request, an additional ten (10) workdays to furnish necessary documentation.

Subd. 3. Final List: Within fifteen (15) workdays after the posting of such seniority list, subject to the provisions of Subd. 2, above, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make appropriate changes. A final seniority list shall thereupon be prepared by the School District. Any teacher may challenge the final seniority list so prepared by filing a grievance within fifteen (15) workdays of final posting. In the absence of a grievance, the posted seniority list will be conclusively deemed to be correct. Each year thereafter, the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, new employees, or lane changes. Such yearly revised list shall govern the application of ULA until revised.

Section 7. Effect: This article shall be effective at the beginning date of this Master Agreement and shall govern all ULA until a new Agreement is officially ratified. This article shall govern all teachers 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 employees.

## **ARTICLE XV** **GRIEVANCE PROCEDURE**

Section 1. Definitions and Interpretations:



Subd. 1. Grievance: A “grievance” under this procedure is a claim by a teacher or the exclusive representative that a violation, misinterpretation, or misapplication of any term or terms of this Agreement has occurred.

Subd. 2. Days: Reference to “Days” regarding time periods in this procedure shall refer to working days: a “working day is defined as all weekdays unless the days are Saturdays, Sundays, or legal holidays.

Subd. 3. In Writing: “In writing” with reference to a grievance means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested and with reference to an appeal, means a concise statement outlining the reasons for the appeal and the relief requested.

Subd. 4. Answer: “Answer” means a concise response outlining the School Board’s position relative to the grievance.

Subd. 5. 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 the certified postmark of the United States Postal Service within the time period specified.

Subd. 6. Computation of Time: In computing a period of time prescribed or allowed by the procedures in this article, the date of the act, event, or default for which the designated period of time begins shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Section 2. Time Limitation and Waiver: Grievances shall not be valid for consideration unless they are served in writing as specified in this article within twenty (20) days after the date the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time period provided shall constitute a waiver of the grievance.

Section 3. Adjustment of Grievance: The School District and the grievant shall attempt to adjust all grievances which may arise during the course of employment 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 relative to the grievance to the parties involved within ten (10) 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 five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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

Section 4. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II above provided the School Board, or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this, the School Board reserves the right to reserve or modify such decision.

Section 5. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 6. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as addressed below:

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

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 shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on any arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided 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: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions 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 either or 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 a 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. In considering any issue in dispute in his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conducts its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVI** **EDUCATIONAL POLICIES**

Section 1. Meet and Confer Meetings: The School Board or its representative(s) shall meet with representatives of the exclusive representative at least once a month during the regular school year if desired by the exclusive representative. The time for these meetings shall be set by mutual agreement. Meetings and discussions may concern any matter related to the employment of teachers, not included under PELRA which either side desires to discuss. Minutes of the meet and confer meetings or any suggested policies resulting from these discussions shall be transmitted to the School Board.

Section 2. Topics: The parties shall exchange ideas in the meet and confer process on but not limited to the following subjects: departmental budget administration, extracurricular budget administration, extracurricular transportation, philosophy and educational goals, search and experimentation, including federal programs, educational specifications for building and educational equipment, curriculum, and student discipline.

## **ARTICLE XVII** **PUBLICATION OF AGREEMENT**

This Agreement shall be duplicated at the expense of the School District and in such quantity as to provide each teacher with one (1) electronic copy. This Agreement will be accessible to teachers electronically. The executive team members and negotiators may receive a paper copy.

## **ARTICLE XVIII** **DURATION**

Section 1. Term: This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to PELRA. Between sixty (60) and ninety (90) days prior to the expiration of this Agreement, the parties shall initiate

negotiations for the purpose of entering into a successor Agreement for the succeeding two (2) year period provided that if the exclusive representative is not then the exclusive bargaining agent, then in the absence of lawful order to the contrary, negotiations shall be undertaken between the School District and the then duly authorized exclusive bargaining agent.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and condition of employment inconsistent with these provisions.

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

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

Section 5. Soft Salary Freeze: The School District and the exclusive representative agree that until the date of full ratification of the 2021-2023 Master Agreement, the 2019-2021 teacher's salary schedule shall remain in place, although all teachers are eligible for any step and/or lane advancement and/or longevity pay that they may earn. In addition, all extracurricular, cocurricular, and additional duty pay shall be frozen at the 2020-2021 amounts.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their respective representatives.

For the EXCLUSIVE REPRESENTATIVE

By: Jamie Quam  
President

Date: 10/4/21

By: Mike Matsuoka  
Chief Negotiator

Date: 10/6/21

For the SCHOOL DISTRICT

By: Joan M. Bell  
School Board Chair

Date: Sept 29, 2021

By: Angie Bredel  
School Board Clerk

Date: 10-5-21

By: Michael Harvey  
School Board Chief Negotiator

Date: 10-5-21

**APPENDIX A**  
**INSURANCE PAYMENTS**

- A. (1) \$750 per month to pay a teacher's single health/hospital insurance
  - a. A teacher who selects a High Deductible HSA insurance plan will receive \$575 towards premium and \$175 in their HSA account.
- (2) \$1,250 per month to pay a teacher's family dependent's health/hospital insurance if the teacher has legal dependents.
  - a. A teacher who selects a High Deductible HSA insurance plan will receive \$950 towards premium and \$300 in the HSA account.
- B. (1) A teacher's single dental insurance.
  - (2) A teacher's and his/her dependent's dental insurance if the teacher has legal dependents.
- C. \$11 per month to pay a teacher's long-term disability insurance premium.
- D. District will pay full premium for a \$30,000 term life insurance policy.
- E. In no event shall a husband and wife or parent and child working combination exceed the family allowance provided.

**APPENDIX B-1**

**Salary Schedule for 2021-2022**

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20	MA+30
1	\$43,445	\$44,608	\$46,191	\$48,195	\$50,625	\$53,240	\$56,052	\$58,865
2	\$44,105	\$45,288	\$46,887	\$48,912	\$51,365	\$53,984	\$56,797	\$59,643
3	\$44,768	\$45,966	\$47,588	\$49,625	\$52,101	\$54,723	\$57,541	\$60,359
4	\$45,426	\$46,645	\$48,281	\$50,343	\$52,840	\$55,464	\$58,283	\$61,105
5	\$46,436	\$47,691	\$49,366	\$51,466	\$53,997	\$56,629	\$59,436	\$62,246
6	\$47,443	\$48,733	\$50,466	\$52,586	\$55,158	\$57,790	\$60,618	\$63,447
7	\$48,449	\$49,779	\$51,529	\$53,704	\$56,316	\$58,954	\$61,784	\$64,618
8	\$49,459	\$50,821	\$52,611	\$54,824	\$57,474	\$60,117	\$62,955	\$65,795
9	\$50,463	\$51,868	\$53,690	\$55,944	\$58,633	\$61,280	\$64,121	\$66,967
10	\$51,886	\$53,326	\$55,203	\$57,500	\$60,240	\$62,893	\$65,743	\$68,594
11	\$53,294	\$54,790	\$56,709	\$59,060	\$61,846	\$64,505	\$67,360	\$70,217
12	\$54,711	\$56,250	\$58,217	\$60,617	\$63,456	\$66,120	\$68,980	\$71,842
13	\$57,625	\$59,274	\$61,347	\$63,855	\$66,801	\$69,535	\$72,464	\$75,396

**APPENDIX B-2**

**Salary Schedule for 2022-2023**

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20	MA+30
1	\$44,640	\$45,834	\$47,461	\$49,520	\$52,017	\$54,704	\$57,594	\$60,484
2	\$45,318	\$46,534	\$48,177	\$50,257	\$52,777	\$55,468	\$58,359	\$61,284
3	\$46,000	\$47,230	\$48,897	\$50,990	\$53,534	\$56,228	\$59,123	\$62,019
4	\$46,676	\$47,928	\$49,609	\$51,728	\$54,293	\$56,989	\$59,886	\$62,786
5	\$47,713	\$49,002	\$50,724	\$52,882	\$55,482	\$58,186	\$61,070	\$63,957
6	\$48,748	\$50,073	\$51,834	\$54,033	\$56,675	\$59,380	\$62,285	\$65,192
7	\$49,781	\$51,147	\$52,946	\$55,181	\$57,865	\$60,576	\$63,483	\$66,395
8	\$50,819	\$52,219	\$54,058	\$56,332	\$59,055	\$61,770	\$64,686	\$67,604
9	\$51,850	\$53,295	\$55,167	\$57,482	\$60,245	\$62,965	\$65,884	\$68,809
10	\$53,313	\$54,792	\$56,722	\$59,081	\$61,897	\$64,622	\$67,551	\$70,480
11	\$54,760	\$56,296	\$58,269	\$60,685	\$63,546	\$66,278	\$69,212	\$72,148
12	\$56,216	\$57,797	\$59,818	\$62,283	\$65,202	\$67,938	\$70,877	\$73,818
13	\$59,210	\$60,904	\$63,034	\$65,611	\$68,638	\$71,447	\$74,457	\$77,469



**APPENDIX C – EXTRACURRICULAR SCHEDULE**

Base for 2021-22 13.7% of Step 1 BA on the current salary schedule matrix \$5,952

A coach who has had experience in the School District, in other school districts, or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the coach.

Assignment	% Base	1 Year	% Base	2 Years	% Base	3 Years
Activities Director	1.30	7738	1.5	8928	1.75	10416
FB/VB/BBB/GBB/WR						
Head	0.80	4762	0.9	5357	1	5952
Ass't	0.60	3572	0.7	4167	0.8	4762
9 <sup>th</sup> Grade	0.55	3274	0.65	3869	0.75	4464
JH (FB/VB)	0.35	2084	0.4	2381	0.45	2679
JH (BBB/GBBB/WR)	0.45	2679	0.5	2976	0.55	3274
BB/SB/TR/CC/G/DT						
Head	0.70	4167	0.8	4762	0.9	5357
Ass't	0.55	3274	0.65	3869	0.75	4464
9 <sup>th</sup> Grade	0.50	2976	0.6	3572	0.7	4167
JH	0.30	1786	0.4	2381	0.45	2679
Cheerleading Advisor						
Fall	0.25	1488				
Instrumental Music						
Junior High	0.15	893				
High School	0.60	3572				
Vocal Music						
Junior High	0.15	893				
High School	0.35	2084				
FFA Advisor						
High School	0.60	3572				
FLA Advisor						
Junior High	0.15	893				
High School	0.35	2084				
School Musical						
Staging Director	0.60	3572				
Music Director	0.60	3572				
Choreographer	0.20	1120				
Pit Director	0.15	893				
School Play Advisor						
Head	0.45	2679				
Assistant	0.25	1488				
One-Act	0.30	1786				

<b>APPENDIX C – EXTRACURRICULAR SCHEDULE, continued</b>						
<b>Base for 2021-22 13.7% of Step a BA on the current salary schedule matrix \$5,952</b>						
Assignment	% Base	1 Year	% Base	2 Years	% Base	3 Years
<b>Robotics</b>						
Head	0.45	2679				
Ass't Advisor	0.25	1488				
<b>Spelling Bee Coordinator</b>						
	0.05	298				
<b>Amity Advisor</b>						
	0.35	2084				
<b>National Honor Society</b>						
	0.20	1191				
<b>Speech Advisor</b>						
Head	0.40	2381				
Assistant	0.20	1191				
<b>Math League</b>						
Junior High	0.15	893				
High School	0.20	1191				
<b>Mock Trial Coach</b>						
	0.30	1786				
<b>School Yearbook</b>						
Non-classroom	0.50	2976				
Classroom	0.15	893				
<b>Student Council Advisor</b>						
Middle School	0.10	596				
High School	0.20	1191				
Senior Class Advisor	0.20	1191				
<b>S.A.D.D. Advisor</b>						
	0.20	1191				
<b>Safety Patrol Advisor</b>						
Middle School	0.15	893				
<b>Homebound</b>						
	\$28					
<b>Summer Music Lessons</b>						
	\$20					
<b>Curriculum Writing</b>						
	\$28					
<b>Summer School Teaching</b>						
	\$28					
<b>Teacher Instructors at School</b>						
	\$28					

**APPENDIX C – EXTRACURRICULAR SCHEDULE, continued**

**Base for 2021-22 13.7% of Step a BA on the current salary schedule matrix \$5,952**

Event	Rate/Game	JR High	SR High
Referees (FB/BBB/GBB/WR/SB/BB)	\$35.50/game	\$41/25/Game	
Referees (VB)	\$35.50/level	\$41.25/game	
3 or more games=Rate to be agreed upon between athletic director, & official			
Ticket Sales/Bus Chaperones		\$33	
Scorers			
Cross Country			
Scorer 1		\$71	
Scorer 2		\$35.50	
Volleyball		\$21.50	
Basketball		\$21.50	
Wrestling		\$21.50	
Timers			
Basketball		\$21.50	
Wrestling		\$21.50	
Football		\$21.50	
Dance Chaperones/P.A.		\$33.00	
Game Supervisor		\$59.00	
Cross Country Driver		\$35.50	
Volleyball Line Judge		\$21.50	
Speech Judges		\$71.00	
Dance Team Tournament Coordinator		\$400.00	
Wrestling Tournament Coordinator Supervisor		\$300.00	

**APPENDIX C – EXTRACURRICULAR SCHEDULE**

Base for 2022-2023 13.7% of Step 1 BA on the current salary schedule matrix \$6,116

A coach who has had experience in the School District, in other school districts, or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the coach.

Assignment	% Base	1 Year	% Base	2 Years	% Base	3 Years
Activities Director	1.30	7951	1.5	9174	1.75	10,703
<b>FB/VB/BBB/GBB/WR</b>						
Head	0.80	4893	0.9	5505	1	6116
Ass't	0.60	3670	0.7	4282	0.8	4893
9 <sup>th</sup> Grade	0.55	3364	0.65	3976	0.75	4587
JH (FB/VB)	0.35	2141	0.4	2447	0.45	2753
JH (BBB/GBBB/WR)	0.45	2753	0.5	3058	0.55	3364
<b>BB/SB/TR/CC/G/DT</b>						
Head	0.70	4282	0.8	4893	0.9	5505
Ass't	0.55	3364	0.65	3976	0.75	4587
9 <sup>th</sup> Grade	0.50	3508	0.6	3670	0.7	4282
JH	0.30	1835	0.4	2447	0.45	2753
<b>Cheerleading Advisor</b>						
Fall	0.25	1529				
<b>Instrumental Music</b>						
Junior High	0.15	918				
High School	0.60	3670				
<b>Vocal Music</b>						
Junior High	0.15	918				
High School	0.35	2141				
<b>FFA Advisor</b>						
High School	0.60	3670				
<b>FLA Advisor</b>						
Junior High	0.15	918				
High School	0.35	2141				
<b>School Musical</b>						
Staging Director	0.60	3670				
Music Director	0.60	3670				
Choreographer	0.20	1224				
Pit Director	0.15	918				
<b>School Play Advisor</b>						
Head	0.45	2753				
Assistant	0.25	1529				
One-Act	0.30	1835				

<b>APPENDIX C – EXTRACURRICULAR SCHEDULE, continued</b>						
<b>Base for 2022-23 13.7% of Step 1 BA on the current salary schedule matrix \$6,116</b>						
Assignment	% Base	1 Year	% Base	2 Years	% Base	3 Years
<b>Robotics</b>						
Head	0.45	2753				
Ass't Advisor	0.25	1529				
<b>Spelling Bee Coordinator</b>						
	0.05	306				
<b>Amity Advisor</b>						
	0.35	2141				
<b>National Honor Society</b>						
	0.20	1224				
<b>Speech Advisor</b>						
Head	0.40	2447				
Assistant	0.20	1224				
<b>Math League</b>						
Junior High	0.15	918				
High School	0.20	1224				
<b>Mock Trial Coach</b>						
	0.30	1835				
<b>School Yearbook</b>						
Non-classroom	0.50	3058				
Classroom	0.15	918				
<b>Student Council Advisor</b>						
Middle School	0.10	612				
High School	0.20	1224				
Senior Class Advisor	0.20	1224				
<b>S.A.D.D. Advisor</b>						
	0.20	1224				
<b>Safety Patrol Advisor</b>						
Middle School	0.15	918				
<b>Homebound</b>						
	\$28					
<b>Summer Music Lessons</b>						
	\$20					
<b>Curriculum Writing</b>						
	\$28					
<b>Summer School Teaching</b>						
	\$28					
<b>Teacher Instructors at School</b>						
	\$28					

**APPENDIX C – EXTRACURRICULAR SCHEDULE, continued**

**Base for 2022-23 13.7% of Step 1 BA on the current salary schedule matrix \$6,116**

Event	Rate/Game	JR High	SR High
Referees (FB/BBB/GBB/WR/SB/BB)	\$35.50/game	\$41/25/Game	
Referees (VB)	\$35.50/level	\$41.25/game	
	3 or more games=Rate to be agreed upon between athletic director & official		
Ticket Sales/Bus Chaperones		\$33	
Scorers			
Cross Country			
Scorer 1		\$71	
Scorer 2		\$35.50	
Volleyball		\$21.50	
Basketball		\$21.50	
Wrestling		\$21.50	
Timers			
Basketball		\$21.50	
Wrestling		\$21.50	
Football		\$21.50	
Dance Chaperones/P.A.		\$33.00	
Game Supervisor		\$59.00	
Cross Country Driver		\$35.50	
Volleyball Line Judge		\$21.50	
Speech Judges		\$71.00	
Dance Team Tournament Coordinator		\$400.00	
Wrestling Tournament Coordinator Supervisor		\$300.00	

## MEMORANDUM OF UNDERSTANDING

Independent School District No. 2805, Zumbrota-Mazeppa, Minnesota ("School District"), and Zumbrota-Mazeppa Education Association are parties to a collective bargaining agreement for the period of July 1, 2021 through June 30, 2023 ("CBA").

The School District has approved new language during Covid-19 for PTO use.

**Article XIII, Section 2, Subd. 4. Covid 19:** For the 2021-22 school year, if an absence is Covid 19 related due to a teacher's family illness, normal PTO language applies.

If a teacher is required by the district to quarantine because they have Covid 19, if possible, they can be permitted to work remotely, and no PTO would be used. If working remotely is not possible due to assignment or illness, then Banked PTO would be used by the teacher. The Superintendent will have sole discretion on whether Regular PTO, No PTO, or if Banked PTO will be used.

**Article XIII, Section 11, Subd. 4 on Compensation Time Carry-over:** Compensation time accrued during the 2019-20 and 2020-21 school years can be carried over through the 2021-2022 school year and must be used by May 15, 2022.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

Zumbrota-Mazeppa  
Education Association

Independent School  
District No. 2805

BY: Jamie Quam  
Co-President

BY: Jean M. Roth  
Chairperson

DATE: 10/4/21

DATE: Sept. 29, 2021

BY: Dawn Guse  
Co-President

BY: Angie Medetsky  
Clerk

DATE: 10-6-21

DATE: 10-5-21

